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Party 1:

**UNIQUEST DELAWARE LLC**

Party 2:

**Recording Fees:**

RECORDING	\$240.00
COE CO \$1 RET	1.00
COE STATE \$14.25 GEN	\$14.25
COE STATE \$4.75 RM	\$4.75

**Consideration Amount:**

	<b>\$0.00</b>
BASIC	\$0.00
SONYMA	\$0.00
ADDL	\$0.00
NFTA MT	\$0.00
TRANSFER	\$0.00
NFTA TT	\$0.00

**Total: \$260.00**

STATE OF NEW YORK  
ERIE COUNTY CLERK'S OFFICE

**WARNING - THIS SHEET CONSTITUTES THE CLERK'S ENDORSEMENT,  
REQUIRED BY SECTIONS 319&316-a (5) OF THE REAL PROPERTY LAW  
OF THE STATE OF NEW YORK. DO NOT DETACH. THIS IS NOT A BILL.**

Kathleen C. Hochul  
County Clerk

DECLARATION OF CONDOMINIUM  
ESTABLISHING  
200 DELAWARE RESIDENTIAL CONDOMINIUM  
A CONDOMINIUM LOCATED IN THE  
CITY OF BUFFALO  
COUNTY OF ERIE  
STATE OF NEW YORK

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-260  
781-43-0

200 DELAWARE RESIDENTIAL CONDOMINIUM

DECLARATION

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ARTICLE I  
SUBMISSION

By this Declaration the Declarant submits the property described in this Declaration to the provisions of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act").

ARTICLE II  
DESCRIPTION

The Declarant is the owner of that certain parcel of real property located at 200 Delaware Avenue, City of Buffalo, County of Erie and State of New York and the fifteen (15) story building located thereon, which houses the four (4) unit mixed-use "Master Condominium" known as 200 Delaware Condominium. The top three (3) floors of the Building comprise the residential unit of the Master Condominium and will be redeveloped into the Condominium. Owners of the Units will be able to access the Condominium via the lobby and elevators within the Building that are designated solely for use by the Unit Owners, their guests and invitees.

As a sub-association of the Master Condominium, Unit Owners (as hereinafter defined) are subject to the terms and conditions of the Master Condominium's declaration, bylaws and rules and regulations, as the same are recorded in the Erie County Clerk's Office\* in addition to this Declaration, its Bylaws, Rules and Regulations.

\* in Liber 11172 of  
Deeds at page  
2983

ARTICLE III  
DEFINITIONS AND TERMS

As used herein the following terms shall have the following meanings:

1. "Board of Managers" means the group of persons selected, authorized and directed to manage and operate the Condominium as provided by the Condominium Act, this Declaration and the Bylaws.
2. "Building" means the fifteen story building containing the twenty-seven (27) residential unit Condominium (as well as a commercial office unit, hotel unit and garage unit which the Sponsor will retain ownership of and therefore are currently not part of this Offering Plan), located on the Property, as well as Common Elements located therein.
3. "Bylaws" means the bylaws of the Condominium attached hereto as Schedule B, as the same may be amended from time to time pursuant thereto, or pursuant to this Declaration or the Condominium Act.
4. "Common Charges" means each Unit's proportionate share of the Common Expenses in accordance with its Common Interest.

5. "Common Elements" means all of the Condominium located on the top three (3) floors of the Building, except the Units, but including, without limitation, the foundations, girders, beams, supports, main walls, roofs, halls, corridors, stairs, stairways, entrances, exits, heating, refrigeration and air conditioning units, tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use and all other parts of the Property necessary or convenient to its existence, maintenance and safety or normally in common use.

6. "Common Expenses" means: (a) the expenses of operating the Condominium and of maintaining, repairing and replacing the Common Elements; (b) the operating expenses of the residential unit of the Master Condominium and all Common Charges or Assessments pursuant thereto; and (c) all sums designated Common Expenses.

7. "Common Interest" means the proportionate, undivided interest in fee simple absolute in the Common Elements appertaining to each Unit, as expressed in this Declaration.

8. "Common Surplus" means the excess of the total of collected Common Charges for all Units over the amount of Common Expenses at the end of a fiscal year.

9. "Condominium" or "Residential Condominium" means the Property, consisting of the twenty-seven (27) residential Units, the Common Elements and all easements and rights appurtenant thereto for use in connection with the Condominium.

10. "Declarant" means Uniquet Delaware, LLC, its successors and assigns.

11. "Declaration" means this instrument by which the Property is submitted to the provisions of the Condominium Act, as amended from time to time consistent with the provisions of the Condominium Act, the Bylaws, and the Declaration.

12. "Family" as used in this Declaration and in the Bylaws and Rules and Regulations means the immediate family of a Unit Owner. It may include no more than four adults all related to one another as brother, sister, mother, father, wife, husband, daughter, or son together with their children or unmarried adults living together.

13. "Majority" of Unit Owners means more than fifty percent of Units in number.

14. "Master Condominium" means the Property with the Building and all improvements situated thereon.

15. "Operation of the Property" means and includes the administration of the Condominium and the operation, maintenance, repairs or replacement of and the making of any additions or improvements in the Common Elements, including the establishment of reserves thereof or from time to time as established by this Declaration and the Bylaws.

16. "Person" means a natural person, corporation, partnership, limited liability company and the Condominium organization herein referred to, trustee or other legal

entity.

17. "Property" means and includes the land described in Schedule A attached hereto, the Building and all other improvements constructed thereon, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which is intended to be submitted to the provisions of the Condominium Act.

18. "Unit" or "Units" means that part of the Condominium which is a residential Unit, as those terms are defined herein, measured horizontally from demising walls to the opposing demising walls and vertically from the upper surface of the structural concrete deck forming the floor of the Unit, up to the exterior surface of the nonstructural drywall finish forming the ceiling of the Unit including all mechanical, electrical and plumbing utilities servicing the Unit and located above the ceiling but below the metal deck of the structural floor above (or concrete roof, as the case may be) (Units may be one or more stories). Doors (but not the exterior glass curtain wall forming the outside walls of the Condominium) which abut the Unit and interior walls are part of a Unit. Unit measurements include easement areas in which the Building's mechanical, electrical, plumbing and other structural or Building systems are located. Horizontal measurements are calculated as follows: (i) for demising walls abutting corridors, the Unit is measured from the corridor face of the corridor wall; (ii) for demising walls between residential units, the Unit is measured from the centerline of such demising wall; (iii) for demising walls abutting the Residential Condominium Common Elements (but not corridors), the Unit is measured from the centerline of such demising wall; and (iv) for demising walls abutting a Building Common Element wall such as stairwells, elevators and exterior Building walls (by way of example and not limitation), the Unit is measured from the inside face of such demising wall. The description of the Units set forth herein pertains to the location of the walls, floors and ceilings of the Units as they are set forth in the floor plans to be filed simultaneously with the recording of this Declaration, in the Erie County Clerk's Office.

19. "Unit Designation" means the number, letter or combination thereof, or other official designations conforming to the tax lot number, if any, as set forth in this Declaration and shown on the floor plans of the Condominium, *filed in the Erie County Clerk's Office under Map Cover 3435.*

20. "Unit Owner" means the Person or Persons owning a Unit in fee simple absolute.

#### ARTICLE IV CONDOMINIUM

Declarant is establishing the Condominium on the Property. Annexed hereto and made a part hereof as Schedule C is a list of all Units in the Building, and each Unit's percentage interest in the Common Elements.

The Condominium consists of the top three (3) floors of the fifteen-story Building.

While the floors of the Building and Condominium will be contiguous, the floors will be numbered fourteen, fifteen and sixteen, as the Sponsor has elected not to have a thirteenth floor as a marketing feature to guard against Triskaidekaphobia, the fear of the number thirteen. The first twelve floors consist of the hotel, commercial units, together with a subterranean garage unit, all of which will be owned by the Declarant, but not subject to this Declaration. The fourteenth, fifteenth and sixteenth floors consist of twenty-seven (27) Units, containing a total of approximately 80,413 gross square feet of floor space. The Building has a concrete foundation and structural concrete slab serving as the basement floor. The basement walls are constructed of cast in place concrete walls and the structure is steel framed. The floors are constructed from concrete slab on metal deck with the exception of the two-story Units. For the two-story Units, the second floor will be framed out of light gauge metal studs supported by structural steel with a fire rated gypsum product as the decking. The common walls between Units will be fire rated gypsum board on metal studs. The Building will be sheathed on the exterior walls with a unitized glass and aluminum framing system. The roof will be a fully adhered EPDM (ethylene-propylene-diene-monomer) membrane roofing system.

The Units will be 1, 2 or 3 bedroom residential Units ranging in size from approximately 1,200 to 3,700 square feet as set forth on Schedule C.

The interior walls of the Units are painted gypsum board. Base model bathroom walls are ceramic tile wainscot and painted gypsum board. Floors of all Residential Units will be concrete slab with wood, carpet or ceramic tile. Interior trim includes wall base, window, doors and door casings. Ceilings will be painted gypsum board.

There will be one (1) parking space available to each Unit Owner located in the subterranean parking garage, pursuant to a ninety-nine (99) year lease between Declarant as owner/landlord and the Unit Owners, the initial cost of which shall be included in the purchase price of the Units. The Declarant, as owner of the parking garage unit, shall designate the parking spaces for the exclusive use and enjoyment of each Unit, concurrently with Declarant's initial sale of each Unit. Such designation as is made by the Declarant as provided hereunder shall endure as the permanent designation of the parking spaces for each such Unit, and shall be binding upon subsequent transferees unless the designated location shall be modified by Declarant or the then-owner of the parking garage unit.

#### ARTICLE V COMMON ELEMENTS

The Common Elements include, without limitation, the structural elements of the Condominium, the space between its floors and roofs with the exception of the Units, recreational/conference rooms, all interior spaces of the hallways and the interior spaces of the elevator cars devoted to the Residential Unit. All Units will have access to the Condominium through the common entrances and exits located on the first floor to the exterior of the Building.

The Common Elements shall not be divided nor shall any right to partition any part

thereof exist, but nothing herein contained shall be deemed to prevent ownership of a Unit as tenants by the entirety, joint tenants, or tenants in common.

The Common Interest appurtenant to each Unit is declared to be permanent in character and cannot be altered without the consent of all Unit Owners affected, as expressed in an amendment of this Declaration. Each Unit's Common Interest cannot be separated from it and shall be deemed conveyed with the Unit, even though such interest is not expressly mentioned or described in the deed or other instrument of conveyance.

#### ARTICLE VI EASEMENTS

Each Unit Owner shall have, and shall be subject to an easement in favor of the Owners of all other Units, to use all Common Elements in accordance with present use and present available facilities, including the pipes, ducts, cables, wires, conduits, public utility lines and other Common Elements serving such other Units and located in such Unit. The Board of Managers shall have a right of access to each Unit to inspect the same to remove violations therefrom and for maintenance, repair or improvements to any pipes, wires, ducts, cables, conduits and public utility lines located in any Unit and servicing any other Unit. The cost of such repairs shall be a Common Expense. The Board of Managers shall have a right of access to all Common Elements to remove violations and for inspection, maintenance repair or improvement.

#### ARTICLE VII COMMON INTEREST

Each Unit Owner shall have such Common Interest as is set forth in Schedule C and shall bear a share of the Common Expenses of the Condominium in accordance with such Common Interest. Each Unit Owner shall be entitled to one vote per Unit owned. The assessment of each Unit will be based on a ratio of the square footage of that Unit in relation to the total square footage of all the Units.

#### ARTICLE VIII COMMON CHARGES

No Unit Owner may exempt himself from liability for payment of his Common Charges or other proportionate share of Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit, except any Unit Owner may convey his Unit to the Board of Managers and from and after such conveyance he shall be exempt from the Common Charges thereafter accruing.



Common Charges shall be charged by the Board of Managers to the Unit Owners according to the Unit Owners' respective Common Interests, including interest in any Limited Common Elements enjoyed by each particular Unit.

Insurance shall be obtained upon the Property by the Board of Managers and the cost thereof shall be a Common Expense and paid as Common Charges by each Unit Owner.

The Unit Owners' Common Charges shall be made and approved by the Board of Managers and shall be paid by the Unit Owners and each Unit Owner shall be liable for his share of the Common Expenses, except as otherwise provided in this Article.

Estimates of Common Charges for Common Expenses shall be made annually in advance during the last quarter of the year preceding the year for which the estimates of Common Charges are made. Such annual Common Charges shall be due and payable in equal monthly installments on the 1st day of each and every month. The Board of Managers may review and reconsider the Common Charges made and may increase or decrease the same as required for the Operation of the Property, and the Unit Owners shall pay any such increase on the 1st day of the month following notice of the increase. The Board of Managers may make a special Common Charge for capital improvements to the Building against all of the Unit Owners upon the approval of 66-2/3% in Common Interest of all Unit Owners.

All other Common Charges, either for emergencies or otherwise, shall be made by the Board of Managers in accordance with the provisions of the Condominium Act, this Declaration and the Bylaws and if the time of payment is not set forth therein the same shall be determined by the Board of Managers.

Common Charges against all Unit Owners shall be set forth upon a roll of the Units which shall be available in the office of the Board of Managers for inspection by Unit Owners or their duly authorized representatives at all reasonable times during weekdays. Such roll shall indicate for each Unit the name and address of the Unit Owner or Unit Owners, the Common Charges for all purposes and the amounts of all Common Charges paid and unpaid. A certificate issued by the Board of Managers as to the status of a Unit Owner's Common Charges account shall limit the liability of any person for whom made other than the Unit Owner. The Board of Managers, or its agent, shall issue to the first mortgagee of a Unit, upon its demand, a certificate showing the status of the Common Charges due from the respective Unit Owner and shall also issue such certificates to such persons as a Unit Owner may request in writing.

A Unit Owner and his grantees shall be jointly and severally liable for all unpaid Common Charges due and payable at the time of any conveyance but without prejudice to the rights of the grantee. A purchaser of a Unit at a judicial sale shall be liable only for Common Charges pro-rated for the period after the date of such sale unless the terms of the judicial sale are "subject to" all outstanding Common Charges.

If any Common Charges shall remain due and unpaid for more than 15 days, the Board of Managers is empowered to file or record a lien therefor and to enforce the same pursuant to the "Condominium Act".

ARTICLE IX  
UNITS ACQUIRED BY THE BOARD

In the event any Unit Owner shall convey his Unit to the Board of Managers in accordance with Section 339-x of the Condominium Act or the Board of Managers shall purchase any Unit, title to such Unit, or the rights to the lease of such Unit, shall be held by the Board of Managers or its designee on behalf of all other Unit Owners.

In order to carry out the provisions of this Article, each Unit Owner shall grant an irrevocable power of attorney, coupled with an interest, to the Board of Managers and its successor to acquire title or lease any such Unit under whatever terms the Board may in its sole discretion deem proper and to sell, lease, sublease, mortgage, vote or otherwise deal with such Unit under such terms as the Board in its sole discretion shall deem proper.

ARTICLE X  
ENCROACHMENTS

If any portion of a Unit or the Common Elements (whether restricted in use to an individual Unit Owner or not) encroaches upon another, or shall hereinafter encroach upon another as a result of original construction or settling or shifting of the Building, or by reason of the repair or restoration by the Board of Managers of the Building, any Unit or the Common Elements, a valid easement for the encroachment and in the maintenance of the same, so long as it stands, shall and does exist. In the event the Building is partly or totally destroyed as a result of fire or other casualty, or as a result of eminent domain, and is rebuilt, the Unit Owners agree that encroachments of any portion of the Unit or the Common Elements as aforescribed due to construction, shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist so long as the Building shall stand.

ARTICLE XI  
AMENDMENT AND WITHDRAWAL

The dedication of the Property to Condominium ownership herein shall not be revoked, nor shall the Property be withdrawn from Condominium ownership, nor shall any of the provisions herein be amended, unless at least eighty percent (80%) of the Unit Owners in number, and the first mortgagees, if any, of each of those same Units agree to such revocation or amendment or removal of the Property from Condominium ownership by duly recorded instruments. Any amendment to this Declaration shall not take effect until it is duly recorded in the Erie County Clerk's Office.

ARTICLE XII  
SUBJECT TO DECLARATION, BYLAWS AND RULES AND REGULATIONS

All present or future Unit Owners, present and future tenants, or any other person that might use the facilities of the Condominium in any manner, are subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations of the Condominium and the mere acquisition or rental of any of the Units of the Condominium or the mere act of occupancy of any of said Units shall signify that the provisions of this Declaration, the Bylaws and the Rules and Regulations of the Condominium are accepted and ratified 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, conveyance or lease thereof.

ARTICLE XIII  
UNIT OWNERSHIP

Upon the closing of title to a Unit, a purchaser shall automatically become a Unit Owner in the Condominium and shall remain such until such time as he ceases to own the Unit for any reason.

ARTICLE XIV  
CONVEYANCE OF A UNIT

In any conveyance of a Unit either by voluntary instrument, operation of law or judicial proceeding in accordance with this Declaration or the Bylaws, the grantee of the Unit shall be jointly and severally liable with the grantor for any unpaid Common Charges assessed against the grantor and due up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Any such grantee shall be entitled to a statement from the Board of Managers setting forth the amount of the unpaid Common Charges against the grantor and such grantee shall not be liable for, nor shall the Unit conveyed be subject to, a lien for any unpaid Common Charges against the grantor in excess of the amount set forth in such statement.

ARTICLE XV  
COVENANTS AND RESTRICTIONS

The use of the Unit by the Unit Owner or other occupant shall be subject to the provisions of the declarations, bylaws and rules and regulations of the Master Condominium, this Declaration,

the Bylaws and the Rules and Regulations of the Condominium and the following covenants and restrictions:

1. The Unit shall be maintained in good repair and overall appearance.
2. No structural alterations to a Unit or other alterations which would impair the structural soundness of the Building, or any other exterior change, structure, addition or alteration, may be made without the prior written consent of the Board of Managers. Consent may be requested through the Condominium's President or the Board of Managers or through the management agent if one is employed by the Board of Managers to the Master Condominium board of managers. Any exterior modifications, alterations or repairs to the Building shall be further subject to approval by the board of managers of the Master Condominium. Unit Owners may alter or modify the interior non-structural portions of their Units without the prior consent to the Board of Managers or the other Unit Owners.
3. Any Unit Owner who mortgages his Unit shall notify the Board of Managers providing the name and address of his mortgagee.
4. The Board of Managers shall, at the request of the mortgagee of a Unit, report any unpaid Common Charges due from the Unit Owner of such Unit.
5. No nuisances shall be allowed upon the Property nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Property by its residents. Further, no nuisances shall be allowed upon the Property owned, leased or maintained by the Board of Managers nor shall any use or practice be allowed which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of said Property by its residents.
6. No immoral, improper, offensive or unlawful use shall be made of the Condominium or the Property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.
7. Regulations promulgated by the Board of Managers concerning the use of the Condominium or the Property shall be observed by the Unit Owners or any other occupant, provided, however, that copies of such regulations are furnished to each Unit Owner prior to the time the said regulations become effective.
8. The Common Charges shall be paid when due.
9. Occupancy of the Units shall be restricted to single family occupancy.
10. No Unit Owner shall be allowed to keep a pet, of any kind without the prior written consent of the Board of Managers and shall comply with the pet screening requirements contained in the Bylaws and Rules and Regulations.

11. There shall be no leasing of a Unit in whole or in part unless the prior written consent of the Board of Managers is obtained and provided that the leasing of a Unit shall be in writing, and such written lease shall contain a clause subjecting the lessee to the terms and provisions of this Declaration, Bylaws and any Rules and Regulations promulgated for the Condominium in addition to the terms and provisions of the Master Condominium declarations, its bylaws, rules and regulations. All leases or subleases shall further provide that there shall be no transient use (i.e. occupancy of less than thirty (30) consecutive days) of any of the Units.

ARTICLE XVI  
UTILITIES

Gas for heating, water, sewer and electricity for Common Elements shall be a Common Expense.

ARTICLE XVII  
SERVICE OF PROCESS

Service of Process on the Unit Owners in any action with relation to the Common Elements may be made upon the Declarant, 100 Corporate Parkway, Suite 500, Amherst, New York 14226, until the closing of the sale of its title to all Units, and thereafter service of process shall be made upon the Board of Managers at 200 Delaware Residential Condominium, 200 Delaware Avenue, Buffalo, New York 14202.

ARTICLE XVIII  
CAPTIONS

The captions used herein and in associated Condominium documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of said documents.

ARTICLE XIX  
GENDER, SINGULAR, PLURAL

Whenever the context so permits, the use of the plural shall include the singular and the plural and any gender shall be deemed to include all genders.

ARTICLE XX  
SEVERABILITY

If any provision of this Declaration, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances be judicially held in conflict with the laws of the State of New York, then the said laws shall be deemed controlling and the validity of the remainder of this Declaration and the application of any such provision, section, sentence, clause, phrase or work in other circumstances shall not be affected thereby.


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Signature Page Follows*

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 30<sup>th</sup> day of October, 2009.

UNIQUEST DELAWARE, LLC

By: UNILAND HOLDINGS LLC,  
its managing member

By: UNIVEST I CORPORATION,  
its managing member

By:   
Name: Michael J. Montante  
Title: Vice President

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

On the 30<sup>th</sup> day of October, 2009, before me, the undersigned, personally appeared Michael J. Montante, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

SUSAN M. HASSINGER  
Notary Public State of New York  
Qualified in Erie County  
My commission expires October 27, 2010

SCHEDULE A

LEGAL DESCRIPTION

***ALL THAT TRACT OR PARCEL OF LAND***, situate in the City of Buffalo, County of Erie and State of New York, being part of Inner Lots nos. 166, 167 and 168, bounded and described as follows:

**Beginning** at the intersection of the westerly line of Delaware Avenue (99' wide) with the northerly line of West Huron Street (66' wide);

Thence running northerly along said westerly line of Delaware Avenue, 217.0' to the southerly line of Cary Street (40' wide);

Thence running westerly along the said southerly line of Cary Street, 347.93' to its intersection with the easterly line of South Elmwood Avenue (66' wide) (formerly Morgan Street);

Thence running southerly along said easterly line of South Elmwood Avenue, 217.33', more or less, to its intersection with the said northerly line of West Huron Street;

Thence running easterly along said northerly line of West Huron Street, 348.40' to the point or place of beginning.

Containing 1.736 acres of land more or less.



SCHEDULE B

BYLAWS OF 200 DELAWARE RESIDENTIAL CONDOMINIUM

**BYLAWS**  
**OF**  
**200 DELAWARE RESIDENTIAL CONDOMINIUM**

City of Buffalo  
County of Erie  
State of New York

**200 DELAWARE RESIDENTIAL CONDOMINIUM BYLAWS**

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**BYLAWS**  
**OF**  
**200 DELAWARE RESIDENTIAL CONDOMINIUM**

**ARTICLE I**

**CONDOMINIUM UNIT OWNERSHIP, BYLAWS  
APPLICABILITY AND PERSONAL APPLICATION**

**Section 1. Condominium Unit Ownership.** Property located at 200 Delaware Avenue, in the City of Buffalo, County of Erie, State of New York, as specifically set forth in a certain Declaration of Condominium, pertaining thereto (the "Declaration"), and more commonly known as 200 Delaware Residential Condominium, has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York (said statute, as the same may be modified, amended or replaced from time to time, is hereafter referred to as the "Condominium Act"). All capitalized terms not otherwise defined herein shall have the same meaning given those terms in the Declaration.

**Section 2. Bylaws Applicability.** The provisions of these Bylaws are applicable to the Condominium. The term "Condominium" as used herein shall include the land subjected to the Declaration and that residential portion (the top three floors) of the buildings and improvements thereon and the common elements and the use and occupancy thereof. The term "Building" as hereinafter used shall be defined as the structure and the exterior walls and roof of the structure containing the Condominium's Units all of which are constructed under a continuous roof. The terms "Unit" or "Units" as hereinafter used shall have the same meaning given in the Declaration; said Unit or Units may be further described as that part or those parts of the Condominium located on the top three floors of the Building with exits either directly to the outside of the Building or via common elements in the Condominium, which shall be owned in fee simple by an owner thereof, as defined in the Declarations (hereinafter referred to as a "Unit Owner").

**Section 3. Personal Application.** The mortgagees and lessees of all present or future Unit Owners, or said Unit Owners' occupants, tenants, employees, guests, licensees or any other person that might use the facilities of the Condominium in any manner, are subject to these Bylaws, the Declaration and any Rules and Regulations established by the Board of Managers in addition to the Declarations, Bylaws, Rules and Regulations of the Master Condominium (as defined in the Declarations) as the same are recorded in the Erie County Clerk's Office. The mere acquisition or rental of any of the Units or the mere act of occupancy of any of said Units will signify that these Bylaws, the Declaration and the Rules and Regulations and the Declarations, Bylaws, Rules and Regulations of the Master Condominium, are accepted, ratified, and will be complied with.

## ARTICLE II

### CONDOMINIUM, VOTING, QUORUM, PROXIES AND WAIVERS

**Section 1. Condominium.** The rights to and participation in the Condominium shall be limited to Unit Owners.

**Section 2. Voting.** Each Unit Owner, including the initial seller of the Units (hereinafter "Sponsor") and the Board of Managers if Sponsor or the Board of Managers, shall then own or hold title to one or more Units, shall be entitled to vote at all Unit Owners meetings, and such vote shall be weighted in accordance with the percentage of common interest appurtenant to the Unit or Units owned by such Owner, as set forth in the Declaration, but the Board of Managers shall not cast any of its votes for the election of any member to the Board of Managers.

**Section 3. Quorum.** As many Unit Owners as shall represent at least 51% in number of all Unit Owners present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the Unit Owners for the transaction of business, except as otherwise provided by the Condominium Act, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting of the Unit Owners, the Unit Owners entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time without notice other than an announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

**Section 4. Vote Required to Transact Business.** When a quorum is present at any meeting, the vote of the Unit Owners present in person or represented by written proxy, representing at least 51% in number of the Unit Owners present shall decide any question brought before such meeting and such vote shall be binding upon all Unit Owners, unless the question is one upon which, by express provision of the Declaration, the Condominium Act, or of these Bylaws, a different vote is required, in which case such express provision shall govern and control the decision of such question.

**Section 5. Right to Vote.** At any Unit Owners meeting, every Unit Owner having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof.

**Section 6. Proxies.** All proxies shall be in writing and shall be filed with the Secretary of the Board of Managers of the Condominium, as hereinafter provided for, prior to the meeting at which the same are to be used. A notation of such proxies shall be made in the minutes of the meeting.

**Section 7. Waiver and Consent.** Whenever the vote of Unit Owners at a meeting is required or permitted by any provision of the Declaration, the Condominium Act or these Bylaws, to be taken in connection with any action of the Condominium, the meeting and the vote of Unit

Owners may be dispensed with if all Unit Owners who would have been entitled to vote upon the action if such meeting were held shall consent in writing to such action being taken.

**Section 8. Place of Meetings.** Meetings shall be held at such suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

**Section 9. Annual Meetings.** Within 30 days after 51% of the Units in the Condominium are sold and conveyed or three years from the date the first Unit is conveyed, whichever is sooner, Sponsor shall call the first annual Unit Owners meeting. During the three (3) year period following the date the first Unit is conveyed and for such time as the Sponsor retains ownership of one of the units, the Sponsor shall have one representative on the Board of Managers. At the first annual Unit Owners' meeting, a new Board of Managers shall be elected by the Unit Owners and the former members of the Board shall thereupon resign. Thereafter, annual meetings shall be held on the anniversary of such date each succeeding year or as close thereto as is practical for the management of the Condominium and the convenience of the majority of the Unit Owners. At such meetings there shall be elected, by ballot of the Unit Owners, a Board of Managers in accordance with the requirements of Article III of these Bylaws. The Unit Owners shall also transact such other business of the Condominium as may properly come before them.

**Section 10. Special Meetings.** It shall be the duty of the President to call a special meeting of the Unit Owners as directed by the Board of Managers or upon a petition signed by a majority of the Unit Owners in percentage common interest having been presented to the Secretary.

**Section 11. Notice of Meetings.** It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record at least five but not more than ten days prior to such meeting. Notice shall be sent to the Unit address unless the Unit Owner notifies the Board of Managers in writing of such other notice address. The mailing of a notice in the manner provided in these Bylaws shall be considered notice served.

**Section 12. Order of Business.** The order of business at all meetings shall be as follows:

- (a) Roll Call;
- (b) Proof of Notice of Meeting or Waiver of Notice;
- (c) Reading of Minutes of Preceding Meeting;
- (d) Report of Committees (if any);
- (e) Election of Inspectors of Election (in the event there is an election);
- (f) Election of Managers (in the event there is an election);

- (g) Unfinished Business; and
- (h) New Business.

### ARTICLE III

#### BOARD OF MANAGERS

**Section 1. Number, Qualification and Term.** The Board of Managers shall be composed of at least three persons, all of whom, other than Sponsor's designees, shall be Unit Owners or spouses or partners of Unit Owners or, in the case of Unit Owners which are partnerships, shall be partners of such partnerships, or in the case of Unit Owners which are corporations, shall be officers of such corporations, or in the case of Unit Owners which are limited liability companies, the manager or managing member of such limited liability company, or in the case of Unit Owners which are fiduciaries, shall be the fiduciaries or officers or employees of such fiduciaries. After the Declaration and these Bylaws have been recorded or filed and until their successors shall have been elected at the first meeting of Unit Owners held pursuant to Section 9 of Article II of these Bylaws, the Board of Managers shall consist of three persons designated by the Sponsor. Except as provided in Section 9 of Article II, at the first meeting of the Unit Owners the term of office of one member of the Board of Managers shall be fixed at three (3) years, the term of office of another member of the Board of Managers shall be fixed at two (2) years, and the term of office of the third member of the Board of Managers shall be fixed at one (1) year. At the expiration of the initial term of office of each respective member of the Board of Managers, his successor shall be elected for a term of three (3) years.

**Section 2. Vacancy and Replacement.** If the office of any member of the Board of Managers becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining Board of Managers, though less than a quorum, at a special meeting of the Board of Managers duly called for this purpose, shall choose a successor or successors who shall hold office for the unexpired term in respect to which such vacancy occurred. If the vacancy occurs with respect to any member of the initial Board of Managers (See Section 4 of this Article III) who has been designated by Sponsor, Sponsor shall have the sole right to choose such member's successor to serve the unexpired portion of his term.

**Section 3. Removal.** Members of the Board of Managers may be removed for cause by an affirmative vote of a majority of the Unit Owners in number and in percentage of Common Interest. No member of the Board of Managers, other than a member of the initial Board of Managers or Sponsor's representative, shall continue to serve on said Board if, during his term of office, he shall cease to be a Unit Owner.

**Section 4. Initial Board of Managers.** The initial Board of Managers shall consist of Carl J. Montante, Michael Montante and Joseph Navarro, who shall hold office and exercise all powers of the Board of Managers until the first annual meeting of Unit Owners as provided for under Section 9 of Article II. Any or all of said Board members shall be subject to replacement in the event of resignation or death, in the manner set forth in Section 2 of this Article III.



**Section 5. Powers.**

(a) The property and business of the Condominium shall be managed by its Board of Managers, which may exercise all such powers of the Condominium and do all such lawful acts and things as are not directed or required to be exercised or done by the Unit Owners personally by the Condominium Act, the Declaration or these Bylaws. Specifically, these powers shall include, but not be limited to, the following items:

(i) to determine and levy annual assessments (hereafter "Assessments"), payable monthly, to cover the cost of Common Expenses, which Assessments are payable in advance, and provided that the Board of Managers may increase the monthly Assessments or vote a special Assessment in excess of that amount, if required, to meet any additional necessary expenses, but said increases can only be assessed pro rata among the Unit Owners according to their respective percentages of Common Interests;

(ii) to collect, use and expend the Assessments collected to maintain, care for and preserve the Units, the Building and other Common Elements;

(iii) to pay the cost of all water, sewer and other utility services rendered to the Condominium;

(iv) to make repairs, restore or alter any Units or the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings within the limitations of Article V, Section 3 of these Bylaws;

(v) to enter into and upon the Units when necessary and with as little inconvenience to the Unit Owners as possible in connection with the maintenance, care and preservation of the Condominium property;

(vi) to open bank accounts on behalf of the Condominium and to designate the signatories to such bank accounts;

(vii) to the extent not covered by the Master Condominium's insurance policy, to insure and keep insured the Common Elements and the Units in accordance with Article V of these Bylaws;

(viii) to collect delinquent Assessments by lawsuit or otherwise, to abate nuisances and to enjoin or seek damages from the Unit Owners for violation of any house rules or the Rules and Regulations herein provided;

(ix) to purchase any Unit at a foreclosure sale on behalf of all Unit Owners;

(x) to make reasonable Rules and Regulations and to amend the same from time to time (a copy of the initial Rules and Regulations is attached to the Bylaws as Exhibit A and amendments thereto shall be delivered to each Unit Owner all of which shall be binding upon the Unit Owners when the Board of Managers has approved them in writing);

(xi) to employ and terminate the employment of employees and independent contractors, to purchase supplies and equipment, to enter into contracts, and generally to have the powers of a property manager in connection with the matters hereinabove set forth;

(xii) to borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements, provided, however, that (i) the consent of at least 75% of all Unit Owners in number and in percentage of Common Interest, obtained at a meeting duly called and held for such purpose in accordance with the provisions of the Bylaws, shall be required for the borrowing of any sum in excess of \$15,000.00 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 written consent of the Unit Owner of any said Unit ;

(xiii) to enforce by legal means the provisions of all agreements and documents regarding the Condominium and the Master Condominium including, but not limited to, the Bylaws and the Rules and Regulations, and to bring and defend actions by or against more than one Unit Owner pertinent to the operation of the Condominium;

(xiv) to acquire Units in foreclosure or as a result of abandonment and to take any and all steps necessary to repair or renovate any Unit so acquired and to vote as Unit Owner, offer such Unit for sale or lease, or take any other steps regarding such Unit as shall be deemed proper by the Board of Managers.

(b) The Board of Managers may, by resolution or resolutions passed by a majority of the whole Board, designate one or more committees, each of such committees to consist of at least three (3) Unit Owners, one of whom shall be a member of the Board of Managers, and which committee or committees to the extent provided in said resolution or resolutions shall have and may exercise the powers of the Board of Managers in the management of the business and affairs of the Condominium and may have power to sign all papers which may be required, provided the said resolution or resolutions shall specifically so provide. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Managers. Committees established by resolution of the Board of Managers shall keep regular minutes of their proceedings and shall report the same to the Board of Managers as required.

(c) Notwithstanding anything to the contrary contained in these Bylaws, so long as Sponsor or Sponsor's designee shall continue to own Units representing 51% or more in Common Interest, the Board of Managers may not, without the Sponsor's prior written consent:

(i) make any addition, alteration or improvement to the Common Elements or to any Unit;

(ii) assess any Assessments for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund;

(iii) hire any employee in addition to the employees referred to in the offering plan for the Condominium required under New York State Law as said offering plan may be amended from time to time (the "Offering Plan");

(iv) enter into any service or maintenance contract for work not covered by contracts in existence on the date the Offering Plan or an amendment thereto is declared filed by the New York State Department of Law; or

(v) borrow money on behalf of the Condominium.

(d) The Board of Managers shall also have the power to do any and all things which prudent operation of the Condominium would require.

#### **Section 6. Repairs and Maintenance.**

(a) All maintenance, repairs and replacement to the Common Elements of the Condominium property including but not limited to exterior walls, balconies or terraces, as well as all maintenance, repairs and replacements to any pipes, wires, conduits and public utility lines, including without limitation so much of any pipes, wires, conduits and public utility lines as are located in the Common Elements but which serve one or more Units, shall be the responsibility of the Board of Managers. Maintenance, including painting and decorating of the Units, repairs and replacements to the Units including windows (including all glass breakage) (but not the exterior glass curtain forming the exterior walls of the Building), screens and doors shall be the responsibility of the respective Unit Owners. All Common Elements which are restricted to the use of one or more specified Unit Owners shall be maintained and repaired by the Board of Managers. The Board of Managers shall repair and replace any pipes, wires, conduits and public utility lines located underground or overhead in any restricted Common Element except where such repair or replacement is necessitated because of the negligence or misuse or neglect of the Unit Owner to whom the Common Element is restricted in use, in which event Board of Managers shall make such repairs or replacements at the Unit Owner's sole expense. The Board of Managers shall repair all defects in plumbing, electrical, heating, ventilation, communication, satellite, cable, and other Building systems, occurring in the Common Elements, and shall have the right of access to any Unit and to all portions of the Common Elements for the purpose of carrying out any of its obligations under these Bylaws or the Declaration.

(b) All landscaping, including lawn care, planting and trimming of shrubbery and trees and installation and maintenance of gardens shall be provided by and be the responsibility of the Master Condominium Board of Managers.

(c) All snow removal for the walkways, driveways and sidewalks on Condominium property, and repair and maintenance of the same, shall be provided by and be the responsibility of the Master Condominium Board of Managers.

(d) In the event that a Unit Owner fails to make any maintenance or repair, as set forth in (a) above, the Board of Managers shall have the right to make such maintenance or repair (after the failure of the Unit Owner to do so after 10 days written notice or written or oral notice of a

shorter duration in the event of an emergency situation), and to charge the Unit Owner for the cost of all such repairs and/or maintenance. In the event that the Board of Managers charges a Unit Owner for repairs or maintenance to his Unit or for repairs to any Common Element restricted in use to such Unit Owner, and the Unit Owner fails to make prompt payment, the Board of Managers shall be entitled to assert its statutory lien and/or shall be entitled to bring suit upon the lien or the debt and, in such event, the Unit Owner shall be liable for the reasonable attorneys' fees and costs of such suit or proceeding together with interest on all sums due.

**Section 7. Compensation.** Members of the Board of Managers and Officers, the election of which is provided for hereunder, shall receive no compensation for their services.

**Section 8. Meetings.**

(a) The first meeting of each Board of Managers newly elected by the Unit Owners shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practical. The annual meeting of the Board of Managers shall be held at the same place as the Unit Owners meetings, and immediately after the adjournment of same, at which time the dates, places and times of regularly scheduled meetings of the Board of Managers shall be set.

(b) Regularly scheduled meetings of the Board may be held without special notice.

(c) Special Meetings of the Board may be called by the President on two days advance notice to each Manager either personally or by first class mail, certified mail (return receipt requested), nationally recognized overnight carrier, facsimile (with due proof of receipt) or telegram. Special meetings shall be called by the President or Secretary in a like manner and on like notice in accordance with the requirements of Article II, Section 10 of these Bylaws.

(d) At all meetings of the Board of Managers, a majority of the Board shall be necessary and sufficient to constitute a quorum for the transaction of business, and an act of the majority of the Board members present at any meeting at which there is a quorum shall be the act of the Board of Managers, except as may be otherwise specifically provided by statute, the Declaration or these Bylaws. If a quorum shall not be present at any meetings of the Board of Managers, the Board members present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

(e) Before or at any meeting of the Board of Managers any Board member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice to him of the time and place thereof. If all the Board members are present at any meeting of the Board no notice shall be required and any business may be transacted at such meeting.

**Section 9. Annual Statement.** The Board of Managers shall furnish to all Unit Owners and to their mortgagees (upon request), and shall present annually (at the annual meeting, but in no event later than four months after the close of the fiscal year), and when called for by a vote of the Unit Owners at any special meeting of the Unit Owners, a full and clear statement of the

business conditions and affairs of the Condominium, including a balance sheet and profit and loss statement reviewed by an independent public accountant and a statement regarding any taxable income attributable to the Unit Owners and a notice for the holding of the Unit Owners' annual meeting. The Board of Managers shall engage the services of an independent public accountant to review, no less often than annually, the accounts, records and financial affairs of the Condominium. Such review shall not be required to be an audit but shall consist of at least a review of the record keeping procedures; a check of bank balances and a review of all expenditures by the Board. In the event that any substantial irregularities or any defalcation shall be uncovered by such accountants in the course of any such review, such matters shall be promptly reported to each member of the Board of Managers and to the Unit Owners by such accountants.

**Section 10. Fidelity Bonds.** The Board of Managers may require that all officers and employees of the Condominium handling or responsible for Condominium funds shall furnish fidelity bonds. The premium on such bonds shall be a Common Expense.

**Section 11. Management Agent.** The Board of Managers may employ for the Condominium a management agent under a term contract or otherwise at a compensation established by the Board, to perform such duties and services as the Board shall authorize including, but not limited to, all of the delegable duties of the Board listed in this Article.

**Section 12. Liability of the Board of Managers and Unit Owners.** Any contract agreement or commitment made by the Board of Managers shall state that it is made by the Board of Managers as agent for the Unit Owners as a group only and that no member of the Board of Managers or individual Unit Owner shall be liable under such contract, agreement or commitment. The Unit Owners shall be liable as a group under such contract, agreement or commitment but the liability of each Unit Owner shall be limited to such Unit Owner's percentage of Common Interest. The Board of Managers shall have no liability to the Unit Owners in the management of the Condominium except for willful misconduct or bad faith and the Unit Owners shall severally indemnify all members of the Board of Managers against any liabilities or claims arising from acts taken by a member except acts of willful misconduct or acts made in bad faith. Such several liability of the Unit Owners shall, however, be limited as to each Unit Owner's percentage of Common Interest.

## ARTICLE IV

### OFFICERS

**Section 1. Elective Officers.** The officers of the Condominium shall be chosen by the Board of Managers and shall be a President, a Vice President, a Secretary and a Treasurer. All officers must be Unit Owners or members of the initial Board of Managers. Two or more offices may not be held by the same person.

**Section 2. Election.** At its first meeting and thereafter, after each Unit Owners' annual meeting, the Board of Managers shall elect a President, a Vice President, a Secretary and a Treasurer. Only the President must be a member of the Board of Managers.

**Section 3. Appointive Officers.** The Board of Managers may appoint such other officers and agents, including but not limited to an Assistant Secretary and Assistant Treasurer, as it shall deem necessary who shall hold their office for such term and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

**Section 4. Term.** The officers shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Managers may be removed with or without cause, at any time, by the affirmative vote of a majority of the whole Board of Managers. If any office becomes vacant for any reason, the vacancy shall be filled by the Board of Managers.

**Section 5. President.** The President shall be the chief executive officer of the Condominium; he shall preside at all meetings of the Unit Owners and Board of Managers, shall be an ex officio member of all standing committees, shall have responsibility for the management of the business of the Condominium, shall see that all orders and resolutions of the Board are carried into effect and shall have such other powers and duties as are usually vested in the office of a President of a stock corporation organized under the Business Corporation Law of the State of New York.

**Section 6. Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act and shall have such other powers and duties as are usually vested in the office of Vice President of a stock corporation organized under the Business Corporation Law of the State of New York.

**Section 7. Secretary.** The Secretary, or Assistant Secretary (if so appointed), shall attend all sessions of the Board and all Unit Owners meetings and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all Unit Owners meetings and special meetings of the Board of Managers, and shall perform such other duties as may be prescribed by the Board of Managers or by the President, under whose supervision the Secretary shall be; and shall have such other powers and duties as are usually vested in the office of a Secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

**Section 8. Treasurer.** The Treasurer shall have the custody of the Condominium funds and securities and shall keep full and accurate chronological accounts of receipts and disbursements in books belonging to the Condominium including the vouchers for such disbursements, and shall deposit all monies and other valuable effects in the name and to the credit of the Condominium in such depositories as may be designated by the Board of Managers. The Treasurer shall disburse the funds of the Condominium as he or she may be ordered by the Board, making proper vouchers for such disbursements and shall render to the President and Board of Managers, at the regular meetings of the Board or whenever they may require it, an account of all transactions as Treasurer and of the financial condition of the Condominium. The Treasurer shall keep detailed financial records and books of account of the Condominium, including a separate account for each Unit which, among other things, shall contain the amount of Assessments against such Unit, the date when due, the amounts paid thereon and the balance remaining unpaid and shall

have such other powers and duties as are usually vested in the office of a Treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

**Section 9. Operating Account.** There shall be established and maintained a cash deposit account to be known as the "Operating Account," into which shall be deposited the operating portion of all monthly and special Assessments as fixed and determined for all Units. Disbursements from said account shall be for the general operating needs of the Condominium including, but not limited to, wages, repairs, betterments, maintenance and other operating expenses of the Common Elements and for the purchase, lease, sale or other expenses resulting from the purchase or lease of Units.

**Section 10. Other Accounts.** The Board of Managers shall establish and maintain any other accounts it shall deem necessary to carry out its purpose.

**Section 11. Gender Neutral.** The masculine gender, whenever used herein, shall include the feminine, the feminine shall include the masculine, the neuter shall include both the masculine and feminine; and the singular shall include the plural wherever appropriate.

## ARTICLE V

### INSURANCE AND INSURANCE TRUSTEE

**Section 1. Insurance to be Carried by the Board of Managers.** The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: fire insurance with extended coverage, water damage, vandalism and malicious mischief endorsements, insuring all improvements on the Condominium property including all of the Units and the bathroom and kitchen fixtures initially installed therein by Sponsor (but not including furniture, furnishings, or other personal property supplied or installed by Unit Owners), together with all heating, air-conditioning and other service machinery, contained herein, covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of said improvements. Each of such policies shall contain a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss thereunder, if any, shall be payable to such mortgagee as its interest may appear; subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee (as hereinafter defined), and such other insurance as the Board of Managers may determine. All such policies shall provide that adjustments of loss shall be made by the Board of Managers and that the net proceeds thereof, if \$100,000.00 or less, shall be payable to the Board of Managers, and if more than \$100,000.00, shall be payable to the Insurance Trustee.

The amount of fire insurance to be maintained until the first meeting of the Board of Managers following the first Unit Owners Meeting, shall be at least in the sum of \$7,500,000.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro rata liability of the insurer as a result of any insurance carried by Unit Owners or of the invalidity arising from any acts of the insured or any Unit Owners, and should provide that

such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insureds including all mortgagees of Units. If requested, duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units within one hundred twenty (120) days after the expiration of the then current policies.

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, commercial general liability insurance with excess umbrella liability coverage in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the managing agent and each Unit Owner. Such commercial general liability coverage shall also cover cross liability claims of one insured against another. Until the first meeting of the Board of Managers following the first annual Unit Owners' meeting, such liability insurance shall be in a single limit of at least \$1,000,000 per occurrence \$2,000,000 aggregate and excess umbrella liability with a minimum coverage of \$10,000,000. Such liability insurance shall commence on the closing of title to the first Unit.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided that (a) such policies contain waivers of subrogation, (b) the liability of the carriers issuing insurance procured by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner, and (c) such policies are issued with an endorsement naming the Board of Managers, the Sponsor and the Master Condominium Board of Managers as additional insureds.

**Section 2. Insurance Trustee.** The Insurance Trustee shall be a bank or trust company located in the State of New York designated by the Board of Managers. All fees and disbursements of the Insurance Trustee shall be paid by the Board of Managers and shall constitute a Common Expense of the Condominium. In the event the Insurance Trustee resigns or fails to qualify, the Board of Managers shall designate a new Insurance Trustee which shall also be a bank or trust company located in the State of New York.

**Section 3. Restoration or Reconstruction After Fire or Other Casualty.** In the event of damage to or destruction of the Condominium improvements as a result of fire or other casualty, the Board of Managers shall arrange for the prompt repair and restoration of the improvements (including any damaged Units, and any kitchen or bathroom fixtures initially installed therein by the Sponsor, any heating, air-conditioning or other service machinery which is covered by insurance but not including any wall, ceiling or door decorations or coverings or other furniture, furnishings, fixtures or equipment installed by Unit Owners in the Units) unless 75% or more of the square footage of the Units are destroyed or substantially damaged and 75% or more of the Unit Owners in number elect not to proceed with repair or restoration, and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repairs and restoration in excess of the insurance proceeds shall constitute a Common Expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the Assessments.



If 75% or more of the Units, as calculated by the aggregate square footage of such Units, are destroyed or substantially damaged and 75% or more of the Unit Owners in number elect not to proceed with repair or restoration, the Condominium property shall be subject to an action for partition at the suit of a Unit Owner or lienor, as if owned in common, in which event the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective percentages of Common Interest, after first paying out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

## ARTICLE VI

### CONDOMINIUM RULES AND REGULATIONS

**Section 1. Power to Adopt and Amend.** In addition to the other provisions of these Bylaws, the Rules and Regulations set forth in this Article, together with such additional Rules and Regulations as may hereafter be adopted by the Board of Managers, shall govern the use of the Units and the conduct of all residents thereof. In the case of a conflict between Rules and Regulations subsequently adopted by the Board of Managers and the Rules and Regulations set forth herein, the Rules and Regulations subsequently adopted shall prevail.

**Section 2. Rules and Regulations.**

(a) All Residential Units shall be used for single family non-transient (i.e. occupancy of greater than thirty (3) consecutive days) residential purposes only.

(b) Unit Owners, members of their families, occupants and guests shall not use or permit the use of Condominium property, including Units, in any manner which would be illegal or disturbing or a nuisance to other said owners, or in such a way as to be injurious to the reputation of the Condominium.

(c) The Common Elements shall not be obstructed, littered, defaced or misused in any manner.

(d) Every Unit Owner shall be liable for any and all damage to the Common Elements and the property of the Condominium, which shall be caused by said Unit Owner or such other person for whose conduct such Unit Owner is legally responsible.

(e) Every Unit Owner must promptly notify the Board of Managers of the need for any and all maintenance and repair work to such Unit Owner's Unit which, if omitted, would affect the Condominium in its entirety or in a part thereof belonging to other Unit Owners or the Building, such Unit Owner being expressly responsible for the damages and liabilities that failure to do so may cause. All maintenance and repairs performed by the Board of Managers pursuant to this

paragraph shall be charged directly to such Unit Owner. All the repairs to internal installations of the Unit located in and servicing only that Unit, shall be at that Unit Owner's expense.

(f) A Unit Owner shall not make structural modifications to the Unit or other alterations which, in either case, would impair the structural soundness of the Unit and/or the Building in which it is located without the written consent of the Master Condominium Board of Managers. Consent may be requested through the management agent, if any, or through the President of the Board of Managers if no management agent is employed. The Master Condominium Board of Managers shall have the obligation to answer within sixty (60) days and failure to do so within the stipulated time shall mean that the proposed modification or alteration request has been denied.

(g) No Unit Owner or resident of the Condominium shall post any advertisement or posters of any kind.

(h) The hanging of garments, rugs, etc., from the windows or from the Building or the stringing of clothes lines on or over the Common Elements is prohibited.

(i) No fence or gate shall be erected in the Condominium without the prior written consent of the Board of Managers.

(j) No satellite, communication, television or radio antenna shall be erected on the exterior of Units or the Common Elements without the prior written consent of the Board of Managers.

(k) No Unit Owner shall move, remove, add or otherwise change the landscaping in the Condominium.

(l) No Unit Owner shall paint the exterior surfaces of the windows, walls, or doors opening out of such Owner's Unit.

(m) No person shall park a vehicle or otherwise obstruct any roadway, sidewalk, entranceway, driveway or other Common Elements of the Condominium nor shall baby carriages, strollers, velocipedes or bicycles be allowed to stand on sidewalks, entrance ways, driveways or other Common Elements of the Condominium.

(n) No repair of motor vehicles shall be made in the parking garage or in any other area of the Condominium, nor shall such areas be used for storage or long term parking of any automobile, motorcycle, boat or other watercraft, trailer of any kind, camper, snowmobile, bus, truck or commercial vehicle. In addition, any such parking shall be subject to any restriction due to zoning or local ordinance requirements.

(o) All Units shall contain class A fire retardant finishes for carpeting and drapery.

(p) See attached Condominium Rules & Regulations for additional provisions.

## ARTICLE VII

### DEFAULT

In the event a Unit Owner does not pay any Assessments required to be paid when due, the Board of Managers or a Board member acting on behalf of the Board shall notify the Unit Owner and the mortgagee, if any, of such Unit. If any such Assessments shall remain unpaid for thirty (30) days after the giving of such notice, the Board may foreclose the lien encumbering the Unit as a result of the non-payment of the required monies as set forth in the same manner as the foreclosure of mortgage. In the event the Unit Owner does not pay the Assessments required to be paid within thirty (30) days of their due date, said sums shall bear interest from the due date at a rate from time to time established by the Board of Managers and said Unit Owner shall be liable for the Condominium's reasonable costs and reasonable attorneys' fees incurred by it incident to the collection or enforcement of such lien.

## ARTICLE VIII

### AMENDMENTS

These Bylaws may be altered, amended or added to at any duly called Unit Owners' meeting; provided that: (1) the notice of the meeting shall contain a full statement of the proposed amendment; (2) the amendment shall be approved by a vote of at least 80% of Unit Owners in number; and (3) said amendment shall be set forth in a duly recorded amendment to the Declaration. However, no amendment will affect or impair the validity or priority of the Unit Owner's interest and the interest of the holder of a mortgage encumbering a Unit or Units. The dedication of the Property to condominium ownership shall not be revoked nor shall the Property be withdrawn from condominium ownership unless at least eighty percent (80%) of the Unit Owners in number and the first mortgagees, if any, of each of those same Units, agree to such revocation or removal of the Property from condominium ownership by duly recorded instruments.

## ARTICLE IX

### RIGHTS TO SELL, MORTGAGE AND LEASE PROPERTY

**Section 1. Selling, Mortgaging and Leasing Units.** Any Unit may be conveyed by its Owner free of any restrictions except that no Unit Owner shall convey, mortgage, pledge, hypothecate, sell or lease a Unit unless and until all unpaid Assessments assessed against the Unit shall have been paid to the Board of Managers. However, such unpaid Assessments can be paid out of the proceeds from the sale of a Unit or by the grantee at the time of such purchase. Further, a Unit Owner may convey such Unit and the Common Interest appurtenant thereto to the Board of Managers, on behalf of all Unit Owners, free of any cost to the Board or the Unit Owners and upon such conveyance such Unit Owner shall not be liable for any Assessments thereafter accruing

against such Unit. Notwithstanding the foregoing, there shall be no leasing of a Unit in whole or in part without the prior written consent of the Board of Managers. There shall be no residential leases or subleases for transient use (i.e. occupancy of thirty (30) or less consecutive days) for any of the Units. All leases and subleases shall be in writing and such leases or subleases shall contain a clause subjecting the lessee or sublessee to the terms and conditions of these Bylaws, the Declarations, any Rules and Regulations promulgated for the Condominium and to the terms and conditions of the Master Condominium declarations, its bylaws, rules and regulations. Any sale or lease of any Unit in violation of this section shall be voidable at the election of the Board of Managers.

The provisions of this section shall not apply to the acquisition or sale of a Unit by a mortgagee who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure. Such provisions shall, however, apply to any purchaser from such mortgagee.

Whenever the term "Unit" is referred to in this section, it shall include the Unit, the Unit Owner's undivided interest in the Common Elements and the Unit Owner's interest in any Units acquired by the Board of Managers.

**Section 2. Waiver of Partition Rights.** The Unit Owners waive all of their voting rights concerning partition respecting any Unit acquired by the Board of Managers in accordance with this Article.

**Section 3. Mortgaging of Units.** A Unit Owner may mortgage his Unit.

**Section 4. Gifts, etc.** Any Unit Owner may convey or transfer his Unit by gift during his lifetime or devise his Unit by will or pass the same by intestacy, without restriction.

## ARTICLE X

### CONDEMNATION

In the event all or part of the Common Elements are taken by eminent domain proceedings, the award from such proceedings shall be paid to the Insurance Trustee if the award is more than One Hundred Thousand Dollars (\$100,000.00) and to the Board or Managers if the award is \$100,000.00 or less, to be distributed in accordance with Section 3 of Article V but in the following amounts:

(a) So much of the award as is applicable to unrestricted Common Elements, to the Unit Owners pro rata according to the respective Common Interest appurtenant to the Units owned by such Unit Owners.

(b) So much of the award as is applicable to irrevocably restricted Common Elements to the Unit Owner having general use of such Common Element.

In such eminent domain proceeding the Board shall request that the award shall set forth the amount allocated to unrestricted Common Elements and to each restricted Common Element.

In the event the award does not set forth such allocation then the question of such allocation shall be submitted to arbitration in accordance with the arbitration statutes of the State of New York.

## ARTICLE XI

### MISCELLANEOUS

**Section 1. Insurance.** Under no circumstances shall a Unit Owner permit or suffer anything to be done or left in his Unit which will increase the insurance rates on his Unit or any other Unit or on the Common Elements.

**Section 2. Severability.** Should any of the covenants, terms or provisions herein imposed be void or become unenforceable at law or in equity, the remaining provisions of these Bylaws shall, nevertheless, be and remain in full force and effect.

**Section 3. Notice to Condominium.** A Unit Owner who mortgages such Owner's Unit, shall notify the Condominium through the management agent, if any, or the President of the Board of Managers in the event there is not a management agent, of the name and address of his mortgagee; and the Board of Managers shall maintain such information in a book entitled "Mortgagees of Units".

**Section 4. Notice of Unpaid Assessments.** The Board of Managers shall, at the request of a mortgagee of a Unit, report any unpaid Assessments due from the Unit Owners of such Unit.

**Section 5. Examination of Books and Records.** Every Unit Owner or such Unit Owner's representative or mortgagee shall be entitled to examine the books and records of the Condominium on reasonable notice to the Board of Managers but not more often than once per month.

**Section 6. Construction.** Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

**Section 7. Compliance with the Condominium Act.** These Bylaws are set forth to comply with the requirements of the Condominium Act. In case any of these Bylaws conflict with the provisions of said statute or of the Declaration, the provisions of the statute or of the Declaration, whichever the case may be, shall control.

## **CONDOMINIUM RULES AND REGULATIONS**

**Section 1.** Power to Adopt and Amend. In addition to the other provisions of these Bylaws, the Rules and Regulations set forth herein together with such additional Rules and Regulations as may hereafter be adopted by the Board of Managers shall govern the use of the Units and the conduct of all residents occupants thereof.

### **Section 2.** Rules and Regulations.

(a) All Units shall be used for single family residence..

(b) No noxious or offensive activity shall be carried on in any Unit or in the Common Elements nor shall anything be done therein, either willfully or negligently, which may become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owners shall make or permit any disturbing noises in his individual Unit by himself, his family, servants, employees, agents, visitors, guests and lessees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners.

Nothing shall be done or kept in any Unit or in the Common Elements that will in the opinion of the Board increase the rate of insurance on that portion of the Condominium Property insured by the Association without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which in the opinion of the Board may result in cancellation of any such insurance or which would be in violation of any law. No waste shall be permitted in the Common Elements except where provision is made.

(c) The Common Elements shall not be obstructed, littered, defaced or misused in any manner. Nothing shall be altered or constructed in or removed from the Common Elements except upon written consent of the Board of Managers.

(d) Every Unit Owner shall be liable for any and all damage to the Common Elements and the property of the Condominium, which shall be caused by said Unit Owner or such other person for whose conduct he is legally responsible.

(e) Every Unit Owner must perform promptly all maintenance and repair work to his own Unit which, if omitted, would affect the Condominium in its entirety or in a part thereof belonging to other Unit Owners or the Building, he being expressly responsible for the damages and liabilities that his failure to do so may cause. All the repairs to internal installations of the Unit located in and servicing only that Unit, shall be at that Unit Owner's expense.

Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown there from or from the doors, windows, or balconies thereof, any dirt or other substance.

All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in or serving such Unit.

(f) A Unit Owner shall not make structural modifications to the Unit or other alterations which would impair the structural soundness of the Unit and/or the building in which it is located without the written consent of the Master Condominium Board of Managers. Consent may be requested through the management agent, if any, or through the President of the Board of Managers if not management agent is employed.

(g) No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by any Unit Owner on any part of the outside of the Building, hung from windows or placed on window sills or otherwise displayed, without the prior written consent of the Board of Managers.

(h) The hanging of garments, rugs, lights, or any other objects from the windows, balconies, or from any of the buildings or to string clothes lines on or over the Common Elements is prohibited.

(i) No fence or gate shall be erected in the Condominium without the prior written consent of the Board of Managers.

(j) No television radio antenna satellite, or other type of receiver shall be erected on the exterior of Units or the Common Elements without the prior written consent of the Board of Managers.

(k) No Unit Owner shall move, remove, add or otherwise change the landscaping in the Condominium.

(l) No Unit Owner shall paint the exterior surfaces of the windows, walls, or doors opening out of his Unit.

No Unit Owner shall apply any material to the glass curtain wall of the Building.

(m) No person shall park a vehicle or otherwise obstruct any roadway or sidewalk of the Condominium nor shall baby carriages, strollers, velocipedes

or bicycles be allowed to stand on sidewalks, entrance ways, driveways or other Common Elements of the Condominium.

(n) No repair of motor vehicles shall be made in the Garage or on the surface parking, driveways or open areas of the Condominium, nor shall such areas be used for storage or long term parking of any automobile, boat, trailer of any kind, camper, snowmobiles, bus, truck or commercial vehicle. In addition, any such parking shall be subject to any restriction due to zoning or local ordinance requirements.

(o) Pet Policy

Unit Owner must complete a Pet Application Form before occupying the Unit. If the pet is a dog or a cat, a current photograph should be attached. The Board of Managers will present a copy of the House Policies to the Unit Owner for review and signature.

Except with the permission of the Board of Managers, no Unit Owner may keep more than two (2) domestic animals within the Unit. For the purpose hereof, the term domestic animal shall refer exclusively to dogs, cats, and birds. Maximum weight allowance per animal is 40 lbs.

Restrictions

Pets shall not be kept, bred, or used for any commercial purpose. All pets must be spayed or neutered by six months of age unless the procedure is deemed medically unsafe by a veterinarian.

Pets must be confined to the pet owner's Unit and must not be allowed to roam free or be tethered. Pets must not be left unattended on patios or balconies. Pets in transit are to be carried, restrained by a leash, or placed in an animal carrier. Resident dog caregivers in transit may take their pet out of the building only by way of the lobby. Pets shall be exercised in pet exercise areas specifically designated for their use.

Persons who walk pets are responsible for immediately cleaning up after their animals and discarding securely bagged pet droppings in designated areas only. Cat litter may not be disposed of in toilets. No pet waste may be dropped down trash chutes unless securely double-bagged.

Pet caregivers are responsible for any damage caused by their pets. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy said damage is also the full responsibility of the pet owner.



No pet shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph are:

- a. Pets whose unruly behavior causes personal injury or property damage.
- b. Pets who make noise continuously and/or incessantly for a period of ten minutes or intermittently for one (1) hour or more to the disturbance of any person at any time of day or night.
- c. Pets in common areas who are not under the complete physical control of a responsible human companion and on a handheld leash of no more than six feet in length or in a pet carrier.
- d. Pets who relieve themselves on walls or floors of common areas.
- e. Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.
- f. Pets who are conspicuously unclean or parasite infested.

Notwithstanding any other provision herein, disabled individuals may keep assistance animals in their Units. Furthermore, nothing herein shall hinder full access to the Units and the common areas by individuals with disabilities.

Feeding or otherwise caring for stray animals is prohibited. Stray or injured animals shall be reported to the local animal control authority to be picked up.

Residents are responsible for the pets of guests who visit their Unit; such pets are subject to the same restrictions as resident pets. Not pet(s) of guests can stay in the Unit for more than 14 days (consecutive or staggered) in any one-year period without prior written permission of the resident manager.

Pet caregivers shall indemnify the association and hold it harmless against loss or liability of any kind arising from their pet(s).

## Enforcement

Any resident or managing agent personnel observing an infraction of any of these rules shall discuss the infraction in a neighborly fashion with the pet caregiver in an effort to secure voluntary compliance. If the complaint is not resolved, it must be put in writing, signed, and presented to the Board of Managers. If the Board is in agreement with such complaint, the pet caregiver will receive written notice of the violation.

If upon the second violation the problem is still unresolved, arrangements will be made for a hearing. (At the Board's discretion, immediate arrangements for a hearing may be made if the nature of the complaint involves personal injury or the imminent threat thereof). The Board of Managers may require the permanent removal of any pet, if such pet is determined by the Board to be a nuisance or a danger to the housing community and its residents.

If so determined, the pet caregiver will have 15 days to remove the pet from the premises. The Board of Managers also has the authority to assess and collect fines for violations of the house rules pertaining to pets and to assess and collect amounts necessary to repair or replace damaged areas or objects.

(p) Complaints regarding the management of the Common Elements or regarding actions of other Unit Owners shall be made in writing to the Board of Managers.

(q) The Board of Managers, its Facility Manager, its workmen, contractors, or agents shall have the right of access to any Unit at any reasonable hour of the day for the purposes of making inspections, repairs, replacement or improvement or to remedy and condition which would result in damage to other portions of the building or for any purpose permitted under the terms of the Declaration or the Bylaws or the Declarations, Bylaws, Rules and Regulations of the Master Condominium. Except in case of emergency, entry will be made by prearrangement with the Unit Owner. In the event the Board of Managers finds that there are vermin, insects or other pests, it may take such measures, as it deems necessary to control or exterminate same.

(r) No Unit Owner shall use or permit to be brought into a Unit any inflammable oils or fluids such as gasoline, kerosene, naphtha or benzene, or other explosives or articles deemed extra hazardous to life, limb or property, without in each case obtaining the written consent of the Board of Managers.

(s) All rubbish, trash, and garbage must be bagged and tied securely before depositing into the Trash Chute.

(t) (Residential Only) Contractors will be allowed on the property Monday through Friday, 8:15 a.m. to 4:45 p.m. Saturday work requires written approval, from Board President. Contractors are explicitly denied access on Sunday. Unit Owners and Lessees must abide by the Contractors Rules. Contractor Rules are to be obtained by the Unit Owners or Lessees from the Facility manager prior to hiring Contractors for their individual Unit jobs. Contractors must register with the Facility Manager upon arrival and departure each day. Housekeepers and other service providers who are given a key to Owner/Lessee's Units or who have Owners present during their stay will not be required to check-in.

(u) (Residential Only) Move-in/Move-out shall be accomplished Monday through Friday 8:15 a.m. to 4:45 p.m. after written Notice to Vacate is submitted to the Facility manager at least seven days in advance of the move.

SCHEDULE C

LIST OF UNITS PERCENTAGE INTEREST IN THE COMMON AREAS

FLOOR	UNIT DESCRIPTIONS	SBL NUMBERS	SQUARE FOOTAGE			% OF COMMON INTEREST
			1 <sup>st</sup> FLOOR	BALCONY	TOTAL	
<b>Fourteenth</b> (actual 13 <sup>th</sup> floor)	1401	111.37-5-6./D1401	3105	99	3204	5.54%
	1402	111.37-5-6./D1402	1216	67	1283	2.17%
	1403	111.37-5-6./D1403	2235	67	2302	3.99%
	1404	111.37-5-6./D1404	1453	67	1520	2.59%
	1405	111.37-5-6./D1405	1891	67	1958	3.37%
	1406	111.37-5-6./D1406	1504	67	1571	2.68%
	1407	111.37-5-6./D1407	1355	67	1422	2.42%
	1408	111.37-5-6./D1408	1504	67	1571	2.68%
	1409	111.37-5-6./D1409	2464	67	2531	4.40%
	1410	111.37-5-6./D1410	2176	102	2278	3.88%
<b>Fifteenth</b> (actual 14 <sup>th</sup> floor)	1501	111.37-5-6./D1501	3105	99	3204	5.54%
	1502	111.37-5-6./D1502	1216	67	1283	2.17%
	1503	111.37-5-6./D1503	2235	67	2302	3.99%
	1504	111.37-5-6./D1504	1453	67	1520	2.59%
	1505	111.37-5-6./D1505	1942	67	2009	3.46%
	1506	111.37-5-6./D1506	1504	67	1571	2.68%
	1508	111.37-5-6./D1508	1504	67	1571	2.68%
	1509	111.37-5-6./D1509	3690	102	3792	6.58%
	1510	111.37-5-6./D1510	2290	102	2392	4.09%
	1601	111.37-5-6./D1601	2786	167	2953	4.97%
<b>Sixteenth</b> (actual 15 <sup>th</sup> floor)	1602	111.37-5-6./D1602	2862	102	2964	5.11%
	1604	111.37-5-6./D1604	1676	67	1743	2.99%
	1605	111.37-5-6./D1605	1942	67	2009	3.46%
	1606	111.37-5-6./D1606	1504	67	1571	2.68%
	1608	111.37-5-6./D1608	1504	67	1571	2.68%
	1609	111.37-5-6./D1609	3664	102	3766	6.54%
	1610	111.37-5-6./D1610	2276	102	2378	4.06%