
EXHIBIT 2**DECLARATION**

Establishing a Plan for Condominium Ownership of Premises Forming a Part of Section 5, Block 1287, Lot 1 on the Tax Map of the Borough of Manhattan, City, State and County of New York, Pursuant to Article 9-B of the Real Property Law of the State of New York.

Name: Olympic Tower

Sponsor: Olympic Tower Associates
888 Seventh Avenue
New York, New York 10049

Date of Declaration: , 197

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DECLARATION
of the
OLYMPIC TOWER CONDOMINIUM

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

Olympic Tower Associates, a New York partnership having an office at 888 Seventh Avenue, New York, New York (hereinafter referred to as the "Sponsor"), does hereby declare as follows:

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

2. *The Land.* Included in the Property described in Section 1 above is all that certain tract, plot, piece and parcel of land (the "Land") situate, lying and being in the City, County and State of New York, and more particularly described in Schedule A annexed hereto and made a part hereof. The Land is owned by the Sponsor in fee simple absolute.

3. *The Property.* Included in the Property described in Section 1 above is a building (the "Building") having a total of three (3) cellars and fifty-two (52) stories containing (a) one (1) commercial unit (the "Commercial Unit") comprising the Land (except for an area of approximately 8.54125% of the total area of the Land beneath the footings of the Building that is reserved for the Common Elements, as hereinafter set forth), the truck maneuvering space and loading dock in the Sub-Cellar, the concourse level (Cellar) and floors one (1) through twenty-one (21), except for certain portions thereof more particularly described hereinafter in Section 8, subparagraph (b), reserved for the exclusive use of the Residential Section of the Building and the shaft for elevator #16 (which is part of the Common Elements referred to in Section 7 below) and (b) 230 residential units (the "Residential Units") situated on floors twenty-two (22) through fifty-one (51). The Second Sub-Cellar located between the Land and the Sub-Cellar is part of the Common Elements and Limited Common Elements (see Sections 7 and 8 below for full details). The Commercial Unit and the Residential Units are sometimes hereinafter collectively called the "Units". The Residential Section of the Property has the street address number 641 Fifth Avenue and the Commercial Unit will have one or more other addresses.

4. *The Building.* The Building is classified as fireproof and has a composite structural system supported on reinforced concrete footings. The Commercial Unit is constructed of structural steel columns and girders, metal deck and concrete fill. The Residential Units of the Building commencing on the twenty-second floor contain structural reinforced concrete column beams and slabs of reinforced concrete.

5. *The Units.* Schedule B annexed hereto and made a part hereof sets forth the following data with respect to each Unit necessary for the proper identification thereof: Unit designation and tax lot number; approximate square foot area; number of rooms; the portions of the Common Elements (as hereinafter defined) to which the Unit has immediate access or the right to exclusive use; and the percentage interest in the Common Elements. The location of each Unit is shown on the floor plans of the Building (the "floor plans"), certified by Skidmore, Owings and Merrill, intended to be filed in the office of the Register of the City of New York, in the County of New York, simultaneously with the recording of the Declaration.

6. *Dimensions of Units.*

(a) The Commercial Unit consists of the area measured horizontally from the exterior side of the glass or other finish of the exterior

walls to the exterior side of the glass or other finish of the opposite exterior walls and to the unexposed faces of the dry walls separating the Commercial Unit from Residential Units. Where block work forming a part of the Common Elements or Limited Common Elements (as hereinafter described) are within the area defined above, then the dimensions shall be taken from a depth of one inch from the Commercial Unit side of such block work. The Common Elements within the Commercial Unit consisting of columns and girders shall not be considered as part of such Commercial Unit.

The Commercial Unit consists of the area measured vertically from the top of the concrete floor of a portion of the Sub-Cellar Floor to the underside of the concrete ceiling of the 21st floor, except the Commercial Unit shall not include the Common Elements contained therein consisting of (i) metal deck with concrete fill floors which separate each floor and constitutes the floor and/or ceiling of each level and (ii) any piping, ductwork, wiring, machinery, etc. for the exclusive use of the Residential Section (i.e., the Residential Limited Common Elements). The Commercial Unit also consists of the Land, except for the aforesaid area of approximately 8.54125% of the total Land area reserved for the Common Elements.

(b) Each simplex and duplex Residential Unit consists of the area measured horizontally from the Unit side of the glass of the exterior walls to the unexposed faces of the dry walls of the Unit side of the dry walls dividing the Unit from other Units, or to the Unit side of the concealed block work of the walls and partitions separating such Unit from corridors, stairs, elevators and other mechanical equipment spaces.

Each simplex Residential Unit consists of the area measured vertically from the top of the concrete floor to the underside of the concrete ceiling, except the Common Elements within the Unit consisting of any piping, ductwork, wiring, etc. which may be concealed by any suspended ceiling shall not be considered as part of such Unit.

Each duplex Residential Unit consists of the area measured vertically from the top of the concrete floor of the lower level to the underside of the concrete ceiling of the upper level, except the Common Elements within the Unit consisting of any piping, ductwork, wiring, etc. which may be concealed in any suspended ceiling and the concrete floor slab of the upper level shall not be considered as part of such Unit.

7. *Common Elements.* The Common Elements of the Condominium ("Common Elements") consist of the entire Property including all parts of the Building and improvements thereon other than the Units. The Common Elements include, without limitation, the following:

(a) The portion of the Land underneath the footings of the Building comprising a total area of approximately 1,997.86 square feet (or approximately 8.54125% of the total Land area) being more particularly described on Schedule C annexed hereto and made a part hereof, together with all easements, rights and privileges appurtenant thereto;

(b) All foundations, columns, girders, beams, supports, those portions of the exterior walls of the Residential Section beyond the Unit side of the glass of exterior walls, those portions of the walls and partitions located between the unexposed faces of the dry walls of the Unit side of the dry walls dividing a Residential Unit from other Residential Units, the concealed block work of the walls, that portion of the exposed block work beginning from a depth of one inch from the Unit side of the exposed surface, partitions separating a Residential Unit from corridors, stairs, elevators and other mechanical equipment spaces, all metal deck with concrete fill floors, all concrete floor slabs and concrete ceilings, and all roofs;

(c) All central and appurtenant installations for services such as heat, power, light, telephone, hot and cold water, including all pipes, ducts, wires, cables and conduits used in connection therewith (whether located in common areas or in Units);

(d) All sewage and drainage pipes and facilities;

(e) All portions of any mechanical system between a point of entrance to, or exit from, the Building and the point of entrance to a mechanical equipment room;

(f) The window washing equipment (excluding the equipment located on the 22nd floor roof which shall be owned and maintained by the owner of the Commercial Unit); the roof top Fire Reserve Water Tank; the lightning protection system; telephone room located in the Second Sub-Cellar; service elevator #16 including its shaft, pit and machinery;

(g) Plumbing tank together with its room, men's locker room, women's locker room and trash room, all of which are located in the Sub-Cellar;

(h) Meter room and its equipment and mechanical equipment room and its equipment, all of which are located in the concourse level (Cellar);

(i) All Common Elements to be used exclusively by either all Residential Unit Owners or the Commercial Unit Owner (i.e., the "Limited Common Elements") referred to in Section 8 below; and

(j) All other apparatus and installations existing in the Building or on the Property for common use or necessary or convenient to the existence, maintenance or safety of the Property.

8. *Limited Common Elements.* In general, the Limited Common Elements consist of those areas of the Building which are to be used exclusively by either all Residential Unit Owners or the Commercial Unit Owner, including all installations, equipment and facilities contained in such areas or elsewhere which services only the Residential Units or the Commercial Unit, respectively.

(a) The Limited Common Elements appurtenant to the Commercial Unit consist of the following areas including, without limitation, all pipes, wires, ducts, vents, cables, conduits, lines, installations, equipment, apparatus and facilities contained therein which service only the Commercial Unit:

(i) Elevators 5, 6, 7, 8, 9 and 10, including their respective shafts and pits;

(ii) The pump and meter room located in the Second Sub-Cellar which services exclusively the Commercial Unit;

(iii) The steam meter room which services exclusively the Commercial Unit, elevator lobby, stairs and all connecting corridors, all of which are situated in the Sub-Cellar;

(iv) The condensing water shaft which extends from the 22nd floor through the 51st floor;

(v) Stair #2 and elevator machine room servicing elevators 5 through 10, both of which are located on the 22nd floor;

(vi) The cooling tower servicing exclusively the Commercial Unit located on the main roof; and

(vii) All other pipes, wires, ducts, vents, cables, conduits, lines, installations, equipment apparatus and facilities located elsewhere in the Property which service only the Commercial Unit.

(b) The Limited Common Elements appurtenant to, and to be used in common by, all Residential Units, consist of the following, including, without limitation, all pipes, wires, ducts, vents, cables, conduits, lines, installations, equipment, apparatus and facilities contained therein which service only the Residential Units:

(i) Corridor, storage rooms, pump and meter room servicing the Residential Section located in the Second Sub-Cellar;

(ii) Elevators 11, 12, 13 and 14 and their respective shafts and pits, which shafts extend from the concourse level (Cellar) to and including the 51st floor, except the shaft for elevator #14 extends down to the second Sub-Cellar and the shaft for elevator #12 extends down to the Sub-Cellar;

- (iii) Compactor room and trash chute (which extends to and including the 51st floor), workshop, package room, and steam meter room servicing the Residential Section, maids' lounge, laundry room and housekeeper's office, all of which are located in the Sub-Cellar;
- (iv) The lobby, telephone room and concierge office of the Residential Section, all of which are located on the first floor;
- (v) Switchboard room and generator room servicing the Residential Section, both of which are located on the third floor;
- (vi) Network compartments and transformer vaults #3 and #4 located on the fourth floor;
- (vii) Refrigeration room, engineer's office, and mechanical equipment servicing the Residential Section, all of which are located on the tenth floor;
- (viii) Electric closet and three mechanical rooms located on the 22nd floor;
- (ix) Entrance rooms to trash chutes, stairs, passages and corridors located on the 22nd through 51st floors;
- (x) Mechanical space located on the 52nd floor;
- (xi) The cooling tower, elevator machine room and stairs servicing the Residential Section, all of which are located on the main roof;
- (xii) The exterior walls of the Building (including glass and other finish) from the 22nd through the 52nd floors; and
- (xiv) All other pipes, wires, ducts, vents, cables, conduits, lines, installations, equipment, apparatus and facilities located elsewhere in the Property which service only the Residential Section.

9. *Use of the Units.* Each of the Residential Units may be used only as a residence, but not more than one family may occupy a Residential Unit at one time. A Residential Unit owned or leased by an individual, corporation, partnership or fiduciary may only be occupied by said individual, or an officer, director, stockholder or employee of such corporation, or a partner or employee of such partnership, or said fiduciary (including directors, officers, stockholders or employees of corporate fiduciaries or partners or employees of partnership fiduciaries) or the beneficiary of said fiduciary, respectively (and members of the immediate family and guests of any of the foregoing); except that any Residential Unit may be used as a professional office subject, however, to applicable governmental regulations and the prior written permission of the Board of Managers. Residential Units may only be leased in accordance with Article VIII Section 1 of the By-Laws. Notwithstanding the foregoing, the Sponsor, may without the permission of the Board of Managers: (i) grant permission for the use of any Residential Unit as a professional office (if permitted by law), (ii) retain ownership of one or more Residential Units for use as models and sales and/or promotion offices in connection with the sale or rental of the Residential Units and/or (iii) grant permission for the use of any one or more Residential Units on the twenty-second floor for any commercial, retail or other business use (including, without limitation, a health club), subject only to compliance with applicable governmental laws and regulations. The Commercial Unit may be used for retail business, commercial and professional purposes and any other lawful purpose.

10. *Changes in Sponsor-Owned Units.* If not prohibited by the New York Condominium Act (as the same may be amended), Sponsor or its designee shall have the right, without the vote or consent of the Board of Managers, other Unit Owners or the representative or representatives of holders of mortgages on Units, to (i) make alterations, additions, or improvements in, to and upon Residential Units owned by Sponsor or its designee (hereinafter called "Sponsor-Owned Units" or "Sponsor-Owned Residential Units"), whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Sponsor-Owned Units; (iii) change the size and/or number of Sponsor-Owned Units by subdividing one or more Sponsor-Owned Unit into two or more separate Residential Units, combining separate Sponsor-Owned Units (including those

resulting from such subdivision or otherwise) into one or more Residential Units, altering the boundary walls between any Sponsor-Owned Units, or otherwise; and (iv) reapportion among the Sponsor-Owned Units affected by such change in size or number pursuant to the preceding clause (iii), their appurtenant interests in the Common Elements; provided, however, that the percentage interest in the Common Elements of any Units (other than Sponsor-Owned Units) shall not be changed by reason thereof unless the owners of such Units shall consent thereto and, provided further, that Sponsor shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom. The provisions of this Section may not be added to, amended or deleted without the prior written consent of the Sponsor or its designee.

11. *Changes in Commercial Unit and Commercial Limited Common Elements.* If not prohibited by the New York Condominium Act (as the same may be amended), Sponsor or its designee, or any subsequent owner of the Commercial Unit, shall have the right, without the vote or consent of the Board of Managers, other Unit Owners or the representative or representatives of holders of mortgages on Units to (i) make alterations, additions, or improvements in, to and upon the Commercial Unit and the Commercial Limited Common Elements, whether structural or non-structural, interior or exterior, ordinary or extra-ordinary; (ii) change the layout or number of rooms in the Commercial Unit from time to time; (iii) change the size of the Commercial Unit by subdividing the same into any desired number of Units (or by combining any Units resulting from such subdivision); and (iv) reapportion among the newly created Units resulting from such subdivision (or combination) their appurtenant interests in the Common Elements; provided, however, that the percentage interest in the Common Elements of other Units shall not be changed by reason thereof, unless the owners of such Units shall consent thereto, and, provided further, that the owner of the Commercial Unit shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom. In the event of the subdivision of the Commercial Unit into separate Units, each owner of a newly created Unit shall have all of the rights, privileges and benefits, and be subject to all the obligations, of the owner of the original Commercial Unit as provided in this Declaration, the By-Laws annexed hereto the Rules and Regulations appended to such By-Laws. The provisions of this Section may not be added to, amended or deleted without the prior written consent of the Sponsor or the then owner of the Commercial Unit.

12. *Persons to Receive Service.* Douglas L. Elliman & Co., Inc. 575 Madison Avenue, New York, New York is hereby designated to receive service of process in any action which may be brought against the Condominium.

13. *Determination of Percentages in Common Elements.* The percentage interest of the respective Units in the Common Elements has been determined upon the basis of the approximate proportion which the floor area (i.e., square foot area) of each Unit bears to the total floor area (i.e., total square foot area) of all Units, reflecting, however, the substantially exclusive advantages, if any, enjoyed by one or more but not all Units in a part or parts of the Common Elements.

14. *Encroachments.* If (a) any portion of the Common Elements or Limited Common Elements (Residential or Commercial) encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Elements (Residential or Commercial); or (c) any encroachment shall hereafter occur as a result of (i) construction of the Building; (ii) settling or shifting of the Building; (iii) any alteration or repair to the Common Elements or Limited Common Elements (Residential or Com-

mercial) made by or with the consent of the Board of Managers or made by the Commercial Unit Owner in accordance with this Declaration or the By-Laws annexed hereto; (iv) any repair or restoration of the Building (or any portion thereof) or any Unit or Limited Common Elements (Residential or Commercial) after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements or Limited Common Elements (Residential or Commercial), then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building shall stand.

15. *Pipes, Wires, Ducts, Cables, Conduits, Public Utility Lines and All Other Common Elements Located Inside of Units.* Each Unit shall have an easement in common with all other Units to use, maintain, repair, alter and replace all pipes, wires, ducts, vents, cables, conduits, public utility lines and all other Common Elements located in any of the other Units or elsewhere on the Property and serving such Unit. Each Unit shall be subject to an easement in favor of all Units to use, maintain, repair, alter and replace the pipes, wires, ducts, vents, cables, conduits, public utility lines and all other Common Elements located in such Unit or elsewhere on the Property and serving other Units. The Board of Managers shall have a right of access to each Unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the Common Elements contained therein or elsewhere in the Property; provided such right of access shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business by the tenants and occupants of the Commercial Unit or with the use of the Residential Units for dwelling or permitted professional purposes. Such entry shall be permitted on not less than one day's notice, except that no notice will be necessary in the case of an emergency.

16. *Easements.* (a) Each Residential Unit shall have an easement, in common with all other Residential Units, for the exclusive use of the Residential Limited Common Elements, and the Commercial Unit shall be subject to such easement.

(b) The Commercial Unit shall have an easement for the exclusive use of the Commercial Limited Common Elements, and the Residential Units shall be subject to such easement.

(c) Each Residential Unit shall have an easement in common with all other Residential Units, and each Unit shall be subject to such easement, to install, operate, maintain, repair, alter, rebuild, restore and replace the Residential Limited Common Elements, and any pipes, wires, ducts, vents, cables, conduits, or other lines or equipment or facilities forming a part of or related to such Residential Limited Common Elements, located in, over, under, through or upon a Unit, the Common Elements, the Commercial Limited Common Elements or elsewhere on the Property, provided that access to any Unit or the Common Elements or the Limited Common Elements (Residential or Commercial) in furtherance of such easement shall be exercised in such a manner as will not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Unit or with the use of the Residential Units for dwelling or permitted professional purposes. Such entry shall be permitted on not less than one day's notice, except that no notice will be necessary in the case of an emergency.

(d) The Commercial Unit shall have an easement, and all Residential Units shall be subject thereto, (i) to install, operate, maintain, repair, alter, rebuild, restore and replace the Commercial Unit, the Commercial Limited Common Elements, and any pipes, wires, ducts, vents, cables, conduits or other lines, equipment or facilities forming a part of or related to the Commercial Unit or the Commercial Limited Common Elements, located in, over, under, through or upon the Common Elements, the Residential Limited Common Elements, one or more Residential Units or elsewhere on the Property, and (ii) to maintain any encroachment on any Unit, the Common Elements or the

Limited Common Elements (Residential and Commercial) resulting from the repair, alterations, rebuilding, restoration or replacement of the Commercial Unit or the Commercial Limited Common Elements; provided that access to the Common Elements, the Residential Limited Common Elements or any Residential Unit in furtherance of such easements shall be exercised in such a manner as will not unreasonably interfere with the use of the Residential Units for dwelling or permitted professional purposes. Such entry shall be permitted on not less than one day's notice, except that no notice will be necessary in the case of an emergency.

(e) Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units, the Common Elements, the Residential Limited Common Elements, and the Commercial Limited Common Elements.

(f) The Sponsor, its successors and assigns, shall have an easement to erect, maintain, repair and replace, from time to time, one or more signs on the Property for the purposes of advertising the sale of Residential Units, the leasing of space in any Unit, and the operation of any business of a tenant or occupant of the Commercial Unit or any Sponsor-Owned Unit.

(g) The Sponsor reserves the right, for itself and its designee (so long as Sponsor or said designee owns a Residential Unit), the Commercial Unit Owner and the Board of Managers, to grant such additional electric, gas, steam or other utility easements or relocate any existing utility easements in any portion of the Property as the Sponsor, its designee, the Commercial Unit Owner or the Board of Managers shall deem necessary or desirable for the proper operation and maintenance of the Building, or any portion thereof, or for the general health or welfare of the Unit Owners or the tenants and occupants of the Commercial Unit, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Unit or with the use thereof for retail, commercial, professional or other business purposes, or with the use of the Residential Units for dwelling or permitted professional purposes. The utility and its employees and agents shall have the right of access to any Unit or the Common Elements or the Limited Common Elements (Residential or Commercial) in furtherance of such easement, provided such right of access shall be exercised in such a manner as shall not unreasonably interfere with the normal conduct of business of the tenants and occupants of the Commercial Unit or with the use of the Residential Units for dwelling or permitted professional purposes. Notwithstanding the foregoing, the Commercial Unit Owner may grant additional (or relocate existing) utility easements in respect of the Commercial Unit or Commercial Limited Common Elements only and the Board of Managers may grant additional (or relocate existing) utility easements in respect of the Common Elements or Residential Section only, subject to the provisos set forth in the preceding sentences.

17. *Power of Attorney of Board of Managers.* Each Unit Owner shall grant to the persons who shall from time to time constitute the Board of Managers, jointly, an irrevocable power of attorney, coupled with an interest, to acquire title to or lease any Unit whose owner desires to surrender, sell or lease the same or which may be the subject of a foreclosure or other judicial sale, in the name of the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, and to convey, sell, lease, mortgage or otherwise deal with (but not to vote the votes appurtenant to) any such Unit so acquired or to sublease any Unit so leased by the Board of Managers.

18. *Acquisitions of Units by Board of Managers.* If (a) any Residential Unit Owner shall surrender his Unit, together with: (i) the undivided interest in the Common Elements appurtenant thereto; (ii) the interest of such Unit Owner in any other Units theretofore acquired by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners or the proceeds of the sale or lease thereof,

if any; (iii) the interest of such Unit Owner in the Residential Limited Common Elements; and (iv) the interest of such Unit Owner in any other assets of the Condominium, (hereinafter collectively called the "Appurtenant Interests"), pursuant to the provisions of Section 339-x of the Real Property Law of the State of New York; (b) the Board of Managers shall purchase from any Unit Owner, who has elected to sell the same, his Unit, together with the Appurtenant Interests, pursuant to Section 1 of Article VIII of the By-Laws; (c) the Board of Managers shall purchase, at a foreclosure or other judicial sale, a Unit together with the Appurtenant Interests; or (d) the Board of Managers shall purchase a Unit, together with the Appurtenant Interests, for use by a resident superintendent, then, in any such event, title to such Unit, together with the Appurtenant Interests, shall be held by the Board of Managers or its designee, on behalf of all Unit Owners, in proportion to their respective interests in the Common Elements. The lease covering any Unit leased by the Board of Managers, or its designee, corporate or otherwise, shall be held by the Board of Managers, or its designee, on behalf of all Unit Owners in proportion to their respective interests in the Common Elements.

19. *Covenants Running with the Land.* All provisions of this Declaration, the By-Laws and the Rules and Regulations annexed thereto (true copies of which are annexed hereto and made a part hereof), including, without limitation, the provisions of this Section 19, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions thereof shall be binding upon and inure to the benefit of the owner of all or any part thereof, or interest therein, and his heirs, executors, administrators, legal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Declaration, the By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such owner, tenant, or occupant, and all of such provisions shall be deemed and taken to be covenants running with the Land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.

20. *Amendments of Declaration.* Subject to the provisions of Section 1 of Article XII of the By-Laws, this Declaration may be amended by the vote of at least 66 $\frac{2}{3}$ % in number and in common interest of all Unit Owners cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws, or in lieu of a meeting, any amendment may be approved in writing by 66 $\frac{2}{3}$ % in number and in common interest of all Unit Owners; provided, however, that the common interest appurtenant to each Unit as expressed in this Declaration shall not be altered without the written consent of all Unit Owners affected. No such amendment shall be effective until recorded in the office of the Register of the City of New York, in New York County. The holders of mortgages on Units may, at their election, designate a representative or representatives (not to exceed three in number) to act upon any and all amendments to this Declaration and if such representative or representatives are designated and written notice thereof is given to the Board of Managers by registered or certified mail addressed to the office of the Condominium, then any amendment to this Declaration shall require the approval in writing of said representative or a majority of said representatives. Notwithstanding anything herein contained to the contrary (a) Sections 8 and 9 of this Declaration may not be amended without the written consent of the Unit Owner of every Unit affected by such amendment.

If the number of rooms in a Sponsor-Owned Unit is changed, or the size and/or number of Sponsor-Owned Units is changed (whether as a result of a subdivision or combination of Sponsor-Owned Units or alteration of boundary walls between Sponsor-Owned Units, or otherwise) and the appurtenant percentage interest in the Common Elements is reapportioned as a result thereof, all in accordance with Section 10 hereof, then the Sponsor shall have the right to execute, or (on its request) to require the Board of Managers to execute, and record in the office of the Register of the City of New York, County of New York, and elsewhere, if required by law, an amendment to this Declaration (together with such other documents as may be required to effectuate the same) reflecting such change in the number of rooms in a Sponsor-Owned Unit or in the size and/or number of Sponsor-Owned Units (whether as a result of said subdivision, combination, alteration or otherwise) and the reapportionment of the common interests resulting therefrom, all without the approval of the Board of Managers, the Unit Owners or the representative or representatives of holders of mortgages.

If the number of rooms in, or the size of, the Commercial Unit is changed and the percentage interest in the Common Elements appurtenant to the Commercial Unit is reapportioned among any newly created Commercial Units resulting from any subdivision of the Commercial Unit (or any combining of newly created Commercial Units), all in accordance with Section 11 hereof, then the Sponsor or the then owner of the Commercial Unit shall have the right to execute, or (on its request) to require the Board of Managers to execute, and record in the office of the Register of the City of New York, County of New York, and elsewhere, if required by law, an amendment to this Declaration (together with such other documents as may be required to effectuate the same) reflecting such change in the number of rooms in the Commercial Unit or the subdivision of the Commercial Unit into separate units (or the subsequent combination of such newly created Commercial Units) and the reapportionment of the common interests among such newly created Commercial Units, all without the approval of the Board of Managers, the Unit Owners or the representative or representatives of holders of mortgages.

The provisions of this Section 20 may not be amended or deleted, in whole or in part, without the consent of the Sponsor (so long as the Sponsor or its designee owns any Residential Unit) and the owner of the Commercial Unit or (if subdivided into separate Units), the owners of the Commercial Units.

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

22. *Captions.* The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

23. *Gender.* The use of the masculine gender in this Declaration shall be deemed to refer to the feminine and neuter genders and the use of the singular shall be deemed to refer to the plural, and vice versa, whenever the context so requires.

24. *Severability.* If any provision of this Declaration, or any section, sentence, clause, phrase or word, or the application thereof shall 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, force and effect of the remainder of this Declaration and the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

25. *Certain Definitions.* The following terms, whenever used in this Declaration or the By-Laws annexed hereto (or the Rules and Regulations appended thereto) shall have the meanings ascribed there-

to: (i) The owner of a Residential Unit is called a "Residential Unit Owner" and the owners of all Residential Units are collectively called the "Residential Unit Owners". The owner of the Commercial Unit is called the "Commercial Unit Owner". The Residential Unit Owners and the Commercial Unit Owner are collectively called the "Unit Owners" and individually called "Unit Owner". The Residential Units and the Residential Limited Common Elements are collectively called the "Residential Section".

26. *Compliance with City Building Code.* In accordance with a certain Construction Declaration recorded in Reel 306, p. 674, if any building neighboring the Building is hereafter altered or constructed to come within a distance of less than 60 feet in a direct line (whether horizontally, vertically or diagonally) of any exterior openings in the easterly wall of the Residential Section of the Building, then said exterior openings in excess of that permitted by Table 3-4 of the existing Building Code of the City of New York (or any like provisions enacted hereafter in addition thereto or in substitution therefor) which fall within said distance limitation shall promptly upon request of the Department of Buildings be closed with construction meeting the fire resistive rating requirements for exterior wall construction of the Building as provided in the Building Code and all other applicable laws, ordinances, codes, rules and regulations of governmental or other authorities having jurisdiction. Accordingly, the Board of Managers reserves the right for itself, its agents, servants, employees and contractors to (i) enter all Residential Units whose exterior wall openings are to be closed pursuant to the preceding sentence and (ii) alter and construct in and upon such Residential Units the necessary enclosures of the wall openings, provided (a) there shall be closed only those exterior wall openings which will be necessary to comply with the provisions of the then existing Building Code (or other applicable law enacted in substitution therefor); (b) the exposed interior (Unit) side of the enclosure shall be finished with gypsum board or (if no longer available) such other finish as will nearly as practicable resemble gypsum board of the type used in the affected Residential Units and (c) the alteration and construction will be done in such a manner as will not unnecessarily interfere with the use of the affected Residential Units or unreasonably interfere with the use of any other Residential Units for dwelling or permitted professional purposes or with the normal conduct of business by the tenants and occupants of the Commercial Unit. All costs and expenses incurred in connection with such alteration and construction shall be paid by the Board of Managers as a common expense, except that the decoration of the affected area on the interior of the Residential Unit shall be done by the owner of such Unit, at his sole cost. In the event said Construction Declaration or any provision thereof shall no longer be in force or effect, then the provisions of this Section 26 shall likewise and to the same extent cease to be in force or effect.

27. *Termination of Condominium.* The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain as more particularly provided in the By-Laws or (ii) such time as withdrawal of the Property from the provisions of the New York Condominium Act is authorized by a vote of at least 80% in number and in common interest of the Units, (Sponsor will not vote its interest appurtenant to the Residential Units owned by it for such withdrawal unless at least 80% in number and in common interest of all other Unit Owners so elect for such withdrawal, at which time Sponsor may choose to vote either in favor of or against withdrawal from Condominium ownership, as it sees fit). In the event said withdrawal is authorized as aforesaid, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective common interests, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all liens on his Unit.

IN WITNESS WHEREOF, the Sponsor has caused this Declaration to be executed by its duly authorized officers and its corporate seal to be hereunto affixed this day of , 197 .

OLYMPIC TOWER ASSOCIATES:

(Seal)
Attest:

By: ARLEN REALTY &
DEVELOPMENT CORP.

..... By:

(Seal)
Attest:

By: ARLEN MANAGEMENT CORP.

..... By:

(Seal)
Attest:

By: VICTORY DEVELOPMENT
CORPORATION

..... By:

STATE OF New YORK }
COUNTY OF } ss.:

On the day of , 197 , before me personally appeared to me known, who being by me duly sworn, did depose and say, that he resides at that he is the of Arlen Realty & Development Corp., a corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, that he signed his name thereto by like order; that such corporation is to me known and known to me to be a partner of Olympic Tower Associates, the partnership named in and which executed the within instrument; that said partner acknowledged that he executed the said instrument for and on behalf of and with the authority of said partnership.

.....
Notary Public

STATE OF NEW YORK }
COUNTY OF } ss.:

On the _____ day of _____, 197 , before me personally appeared _____ to me known, who being by me duly sworn, did depose and say, that he resides at _____ that he is the _____ of Arlen Management Corp., a corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, that he signed his name thereto by like order; that such corporation is to me known and known to me to be a partner of Olympic Tower Associates, the partnership named in and which executed the within instrument; that said partner acknowledged that he executed the said instrument for and on behalf of and with the authority of said partnership.

.....
Notary Public

SCHEDULE A
TO
DECLARATION OF THE
OLYMPIC TOWER
CONDOMINIUM

All that tract or parcel of land situate, lying and being within the Borough of Manhattan, City, County and State of New York, forming a part of Section 5, Block 1287, Lot 1 on the Tax Map of the Borough of Manhattan, more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of East 51st Street with the easterly side of Fifth Avenue;

THENCE northerly along the easterly side of Fifth Avenue 112 feet 11 inches to a point in a line distant 87 feet 11 inches southerly from and parallel with East 52nd Street;

THENCE easterly along said parallel line part of the way through a party wall 100 feet;

THENCE southerly parallel with Fifth Avenue 12 feet 6 inches to the center line of the block;

THENCE easterly along the center line of the block 30 feet to a point in a line distant 130 feet easterly from and parallel with Fifth Avenue;

THENCE northerly along said parallel line 100 feet 5 inches to the southerly side of East 52nd Street;

THENCE easterly along the same 28 feet;

THENCE southerly parallel with Fifth Avenue, part of the way through a party wall 100 feet 5 inches to the center line of the block;

THENCE easterly along the center line of the block 34 feet 6 inches to a point in a line distant 192 feet 6 inches easterly from and parallel with Fifth Avenue;

THENCE southerly along said parallel line 100 feet 5 inches to the northerly side of East 51st Street;

THENCE westerly along the same 192 feet 6 inches to the point or place of beginning.

SCHEDULE B
TO
DECLARATION OF THE OLYMPIC TOWER CONDOMINIUM

Unit Designation (Apt. No.)	Tax* Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approx. Area in Sq. Ft.	No. of Rms.	Common Elements to Which Unit Has Immediate Access	% of Interest in the Common Elements & the Common Expenses
Commercial Unit		Fifth Ave. E. 51st St. & toward E. 52nd St., NW., SW., & NE.	403,084.89		Public corridor stairs, elevators and mechanical equipment spaces,	46.667418
Portion of the Sub-Cellar (truck maneuvering space and loading dock) together with Cellar thru 21st Floor inclusive						
22nd Floor Residential Units: 22K		Corner Unit E. 51st St. toward Madison Ave., SE. & SW.	1,347.85	3½	Public corridor stairs, elevators and mechanical equipment spaces trash chute	.1961114
L		E. 51st St. SW.	350.98	1	"	.0510674
M			406.29	1	"	.0591149
N			480.73	1	"	.0699459
O			366.48	1	"	.0533226
P			674.22	1½	"	.0980986
Q		Corner Unit. Fifth Ave. & E. 51st St. SW. & NW.	1,780.00	4½	"	.258389
R		Corner Unit. Fifth Ave. toward E. 52nd St. NW. & NE.	1,352.46	3½	"	.1967822
23rd Floor (simplex) Residential Units: 23A		Corner Unit. Fifth Ave. toward E. 52nd St. NW. & NE.	1,791.90	4½	Public corridor, stairs, elevators, trash chute	.2607205
B		Toward E. 52nd St. NE.	1,238.12	3½	"	.1801458
C		"	1,287.75	3½	"	.1873669
D		Corner Unit. Toward E. 52nd St. & Madison Ave.	1,795.25	4½	"	.2612079
E		Corner Unit. E. 51st St. toward Madison Ave.	1,793.25	4½	"	.2609169
F		E. 51st St. SW.	1,205.38	3	"	.1753821
G		"	1,521.24	4	"	.2213396
H		Corner Unit. Fifth Ave. E. 51st St. SW. & NW.	1,780.00	4½	"	.258989
24th Floor (simplex) Residential Units: 24A		Corner Unit. Fifth Ave. toward E. 52nd St. NW. & NE.	1,791.90	4½	Public corridor, stairs, elevators, trash chute	.2607205
B		Toward E. 52nd St. NE	1,238.12	3½	"	.1801458
C		"	1,287.75	3½	"	.1873669
D		Corner Unit. Toward E. 52nd St. & Madison Ave.	1,795.25	4½	"	.2612079
E		Corner Unit. E. 51st St. toward Madison Ave.	1,793.25	4½	"	.2609169
F		E. 51st St. SW.	1,205.38	3	"	.1753821
G		"	1,521.24	4	"	.2213396
H		Corner Unit. Fifth Ave. E. 51st St. SW. & NW.	1,780.00	4½	"	.258989

*This column will be completed at the time the Declaration is recorded.

SCHEDULE B (continued)

Unit Designation (Apt. No.)	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approx. Area in Sq. Ft.	No. of Rms.	Common Elements to Which Unit Has Immediate Access	% of Interest in the Common Elements & the Common Expenses
25th Floor (simplex) Residential Units: 25A						
		Corner Unit. Fifth Ave. toward E. 52nd St. NW. & NE.	1,791.90	4½	Public corridor, stairs, elevators, trash chute	.2607205
	B	Toward E. 52nd St. NE.	1,238.12	3½	"	.1801458
	C	"	1,287.75	3½	"	.1873669
	D	Corner Unit. Toward E. 52nd St. & Madison Ave.	1,795.25	4½	"	.2612079
	E	Corner Unit. E. 51st St. Toward Madison Ave.	1,793.25	4½	"	.2609169
	F	E. 51st St. SW.	1,205.38	3	"	.1753821
	G	"	1,521.24	4	"	.2213396
	H	Corner Unit. Fifth Ave. E. 51st St. SW. & NW.	1,780.00	4½	"	.258989
26th Floor (simplex) Residential Units: 26A						
		Corner Unit. Fifth Ave. toward E. 52nd St. NW. & NE.	1,791.90	4½	Public corridor, stairs, elevators, trash chute	.2607205
	B	Toward E. 52nd St. NE	1,238.12	3½	"	.1801458
	C	"	1,287.75	3½	"	.1873669
	D	Corner Unit. Toward E. 52nd St. & Madison Ave.	1,795.25	4½	"	.2612079
	E	Corner Unit. E. 51st St. toward Madison Ave.	1,793.25	4½	"	.2609169
	F	E. 51st St. SW.	1,205.38	3	"	.1753821
	G	"	1,521.24	4	"	.2213396
	H	Corner Unit. Fifth Ave. E. 51st St. SW. & NW.	1,780.00	4½	"	.258989
27th Floor (simplex) Residential Units: 27A						
		Corner Unit. Fifth Ave. toward E. 52nd St. NW. & NE.	1,791.90	4½	Public corridor, stairs, elevators, trash chute	.2607205
	B	Toward E. 52nd St. NE.	1,238.12	3½	"	.1801458
	C	"	1,287.75	3½	"	.1873669
	D	Corner Unit. Toward E. 52nd St. & Madison Ave.	1,795.25	4½	"	.2612079
	E	Corner Unit. E. 51st St. toward Madison Ave.	1,793.25	4½	"	.2609169
	F	E. 51st St. SW.	1,205.38	3	"	.1753821
	G	"	1,521.24	4	"	.2213396
	H	Corner Unit. Fifth Ave. E. 51st St. SW. & NW.	1,780.00	4½	"	.258989
28th Floor (simplex) Residential Units: 28A						
		Corner Unit. Fifth Ave. toward E. 52nd St. NW. & NE.	1,791.90	4½	Public corridor, stairs, elevators, trash chute	.2607205
	B	Toward E. 52nd St. NE.	1,238.12	3½	"	.1801458
	C	"	1,287.75	3½	"	.1873669
	D	Corner Unit. Toward E. 52nd St. & Madison Ave.	1,795.25	4½	"	.2612079
	E	Corner Unit. E. 51st St. toward Madison Ave.	1,793.25	4½	"	.2609169
	F	E. 51st St. SW.	1,205.38	3	"	.1753821
	G	"	1,521.24	4	"	.2213396
	H	Corner Unit. Fifth Ave. E. 51st St. SW. & NW.	1,780.00	4½	"	.258989

SCHEDULE B (continued)

Unit Designation (Apt. No.)	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approx. Area in Sq. Ft.	No. of Rms.	Common Elements to Which Unit Has Immediate Access	% of Interest in the Common Elements & the Common Expenses
29th Floor (simplex) Residential Units: 29A						
		Corner Unit. Fifth Ave. toward E. 52nd St. NW. & NE.	1,791.90	4½	Public corridor, stairs, elevators, trash chute	.2607205
B		Toward E. 52nd St. NE.	1,238.12	3½	"	.1801458
C		"	1,287.75	3½	"	.1873669
D		Corner Unit. Toward E. 52nd St. & Madison Ave.	1,795.25	4½	"	.2612079
E		Corner Unit. E. 51st St. toward Madison Ave.	1,793.25	4½	"	.2609169
F		E. 51st St. SW.	1,205.38	3	"	.1753821
G		"	1,521.24	4	"	.2213396
H		Corner Unit. Fifth Ave. E. 51st St. SW. & NW.	1,780.00	4½	"	.258989
30th Floor (simplex) Residential Units: 30A						
		Corner Unit. Fifth Ave. toward E. 52nd St. NW. & NE.	1,791.90	4½	Public corridor, stairs, elevators, trash chute	.2607205
B		Toward E. 52nd St. NE.	1,238.12	3½	"	.1801458
C		"	1,287.75	3½	"	.1873669
D		Corner Unit. Toward E. 52nd St. & Madison Ave.	1,795.25	4½	"	.2612079
E		Corner Unit. E. 51st St. toward Madison Ave.	1,793.25	4½	"	.2609169
F		E. 51st St. SW.	1,205.38	3	"	.1753821
G		"	1,521.24	4	"	.2213396
H		Corner Unit. Fifth Ave. E. 51st St. SW. & NW.	1,780.00	4½	"	.258989
31st Floor (simplex) Residential Units: 31A						
		Corner Unit. Fifth Ave. toward E. 52nd St. NW. & NE.	1,791.90	4½	Public corridor, stairs, elevators, trash chute	.2607205
B		Toward E. 52nd St. NE.	1,238.12	3½	"	.1801458
C		"	1,287.75	3½	"	.1873669
D		Corner Unit. Toward E. 52nd St. & Madison Ave.	1,795.25	4½	"	.2612079
E		Corner Unit. E. 51st St. toward Madison Ave.	1,793.25	4½	"	.2609169
F		E. 51st St. SW.	1,205.38	3	"	.1753821
G		"	1,521.24	4	"	.2213396
H		Corner Unit. Fifth Ave. E. 51st St. SW. & NW.	1,780.00	4½	"	.258989
32nd Floor (simplex) Residential Units: 32A						
		Corner Unit. Fifth Ave. toward E. 52nd St. NW. & NE.	1,791.90	4½	Public corridor, stairs, elevators, trash chute	.2607205
B		Toward E. 52nd St. NE.	1,238.12	3½	"	.1801458
C		"	1,287.75	3½	"	.1873669
D		Corner Unit. Toward E. 52nd St. & Madison Ave.	1,795.25	4½	"	.2612079
E		Corner Unit. E. 51st St. toward Madison Ave.	1,793.25	4½	"	.2609169
F		E. 51st St. SW.	1,205.38	3	"	.1753821
G		"	1,521.24	4	"	.2213396
H		Corner Unit. Fifth Ave. E. 51st St. SW. & NW.	1,780.00	4½	"	.258989

SCHEDULE B (continued)

Unit Designation (Apt. No.)	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approx. Area in Sq. Ft.	No. of Rms.	Common Elements to Which Unit Has Immediate Access	% of Interest in the Common Elements & the Common Expenses
33rd Floor (simplex) Residential Units: 33A						
		Corner Unit. Fifth Ave. toward E. 52nd St. NW. & NE.	1,791.90	4½	Public corridor, stairs, elevators, trash chute	.2607205
B		Toward E. 52nd St. NE.	1,238.12	3½	"	.1801458
C		"	1,287.75	3½	"	.1873669
D		Corner Unit. Toward E. 52nd St. & Madison Ave.	1,795.25	4½	"	.2612079
E		Corner Unit. E. 51st St. toward Madison Ave.	1,793.25	4½	"	.2609169
F		E. 51st St. SW.	1,205.38	3	"	.1753821
G		"	1,521.24	4	"	.2213396
H		Corner Unit. Fifth Ave. E. 51st St. SW. & NW.	1,780.00	4½	"	.258989
34th Floor (simplex) Residential Units: 34A						
		Corner Unit. Fifth Ave. toward E. 52nd St. NW. & NE.	1,791.90	4½	Public corridor, stairs, elevators, trash chute	.2607205
B		Toward E. 52nd St. NE.	1,238.12	3½	"	.1801458
C		"	1,287.75	3½	"	.1873669
D		Corner Unit. Toward E. 52nd St. & Madison Ave.	1,795.25	4½	"	.2612079
E		Corner Unit. E. 51st St. toward Madison Ave.	1,793.25	4½	"	.2609169
F		E. 51st St. SW.	1,205.38	3	"	.1753821
G		"	1,521.24	4	"	.2213396
H		Corner Unit. Fifth Ave. E. 51st St. SW. & NW.	1,780.00	4½	"	.258989
35th Floor (simplex) Residential Units: 35A						
		Corner Unit. Fifth Ave. toward E. 52nd St. NW. & NE.	1,791.90	4½	Public corridor, stairs, elevators, trash chute	.2607205
B		Toward E. 52nd St. NE.	1,238.12	3½	"	.1801458
C		"	1,287.75	3½	"	.1873669
D		Corner Unit. Toward E. 52nd St. & Madison Ave.	1,795.25	4½	"	.2612079
E		Corner Unit. E. 51st St. toward Madison Ave.	1,793.25	4½	"	.2609169
F		E. 51st St. SW.	1,205.38	3	"	.1753821
G		"	1,521.24	4	"	.2213396
H		Corner Unit. Fifth Ave. E. 51st St. SW. & NW.	1,780.00	4½	"	.258989
36th Floor (simplex) Residential Units: 36A						
		Corner Unit. Fifth Ave. toward E. 52nd St. NW. & NE.	1,791.90	4½	Public corridor, stairs, elevators, trash chute	.2607205
B		Toward E. 52nd St. NE.	1,238.12	3½	"	.1801458
C		"	1,287.75	3½	"	.1873669
D		Corner Unit. Toward E. 52nd St. & Madison Ave.	1,795.25	4½	"	.2612079
E		Corner Unit. E. 51st St. toward Madison Ave.	1,793.25	4½	"	.2609169
F		E. 51st St. SW.	1,205.38	3	"	.1753821
G		"	1,521.24	4	"	.2213396
H		Corner Unit. Fifth Ave. E. 51st St. SW. & NW.	1,780.00	4½	"	.258989

SCHEDULE B (continued)

Unit Designation (Apt. No.)	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approx. Area in Sq. Ft.	No. of Rms.	Common Elements to Which Unit Has Immediate Access	% of Interest in the Common Elements & the Common Expenses
37th Floor (simplex) Residential Units: 37A						
		Corner Unit. Fifth Ave. toward E. 52nd St. NW. & NE.	1,791.90	4½	Public corridor, stairs, elevators, trash chute	.2607205
B		Toward E. 52nd St. NE.	1,238.12	3½	"	.1801458
C		"	1,287.75	3½	"	.1873669
D		Corner Unit. Toward E. 52nd St. & Madison Ave.	1,795.25	4½	"	.2612079
E		Corner Unit. E. 51st St. toward Madison Ave.	1,793.25	4½	"	.2609169
F		E. 51st St. SW.	1,205.38	3	"	.1753821
G		"	1,521.24	4	"	.2213396
H		Corner Unit. Fifth Ave. E. 51st St. SW. & NW.	1,780.00	4½	"	.258989
38th Floor (simplex) Residential Units: 38A						
		Corner Unit. Fifth Ave. toward E. 52nd St. NW. & NE.	1,791.90	4½	Public corridor, stairs, elevators, trash chute	.2607205
B		Toward E. 52nd St. NE.	1,238.12	3½	"	.1801458
C		"	1,287.75	3½	"	.1873669
D		Corner Unit. Toward E. 52nd St. & Madison Ave.	1,795.25	4½	"	.2612079
E		Corner Unit. E. 51st St. toward Madison Ave.	1,793.25	4½	"	.2609169
F		E. 51st St. SW.	1,205.38	3	"	.1753821
G		"	1,521.24	4	"	.2213396
H		Corner Unit. Fifth Ave. E. 51st St. SW. & NW.	1,780.00	4½	"	.258989
39th Floor (simplex) Residential Units: 39A						
		Corner Unit. Fifth Ave. toward E. 52nd St. NW. & NE.	1,791.90	4½	Public corridor, stairs, elevators, trash chute	.2607205
B		Toward E. 52nd St. NE.	1,238.12	3½	"	.1801458
C		"	1,287.75	3½	"	.1873669
D		Corner Unit. Toward E. 52nd St. & Madison Ave.	1,795.25	4½	"	.2612079
E		Corner Unit. E. 51st St. toward Madison Ave.	1,793.25	4½	"	.2609169
F		E. 51st St. SW.	1,205.38	3	"	.1753821
G		"	1,521.24	4	"	.2213396
H		Corner Unit. Fifth Ave. E. 51st St. SW. & NW.	1,780.00	4½	"	.258989
40th Floor (simplex) Residential Units: 40A						
		Corner Unit. Fifth Ave. toward E. 52nd St. NW. & NE.	1,791.90	4½	Public corridor, stairs, elevators, trash chute	.2607205
B		Toward E. 52nd St. NE.	1,238.12	3½	"	.1801458
C		"	1,287.75	3½	"	.1873669
D		Corner Unit. Toward E. 52nd St. & Madison Ave.	1,795.25	4½	"	.2612079
E		Corner Unit. E. 51st St. toward Madison Ave.	1,793.25	4½	"	.2609169
F		E. 51st St. SW.	1,205.38	3	"	.1753821
G		"	1,521.24	4	"	.2213396
H		Corner Unit. Fifth Ave. E. 51st St. SW. & NW.	1,780.00	4½	"	.258989

SCHEDULE B (continued)

Unit Designation (Apt. No.)	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approx. Area in Sq. Ft.	No. of Rms.	Common Elements to Which Unit Has Immediate Access	% of Interest in the Common Elements & the Common Expenses
41st Floor (simplex) Residential Units: 41A						
		Corner Unit. Fifth Ave. toward E. 52nd St. NW. & NE.	1,791.90	4½	Public corridor, stairs, elevators, trash chute	.2607205
B		Toward E. 52nd St. NE.	1,238.12	3½	"	.1801458
C		"	1,287.75	3½	"	.1873669
D		Corner Unit. Toward E. 52nd St. & Madison Ave.	1,795.25	4½	"	.2612079
E		Corner Unit. E. 51st St. toward Madison Ave.	1,793.25	4½	"	.2609169
F		E. 51st St. SW.	1,205.38	3	"	.1753821
G		"	1,521.24	4	"	.2213396
H		Corner Unit. Fifth Ave. E. 51st St. SW. & NW.	1,780.00	4½	"	.258989
42nd Floor (simplex) Residential Units: 42A						
		Corner Unit. Fifth Ave. toward E. 52nd St. NW. & NE.	1,791.90	4½	Public corridor, stairs, elevators, trash chute	.2607205
B		Toward E. 52nd St. NE.	1,238.12	3½	"	.1801458
C		"	1,287.75	3½	"	.1873669
D		Corner Unit. Toward E. 52nd St. & Madison Ave.	1,795.25	4½	"	.2612079
E		Corner Unit. E. 51st St. toward Madison Ave.	1,793.25	4½	"	.2609169
F		E. 51st St. SW.	1,205.38	3	"	.1753821
G		"	1,521.24	4	"	.2213396
H		Corner Unit. Fifth Ave. E. 51st St. SW. & NW.	1,780.00	4½	"	.258989
43rd Floor (simplex) Residential Units: 43A						
		Corner Unit. Fifth Ave. toward E. 52nd St. NW. & NE.	1,791.90	4½	Public corridor, stairs, elevators, trash chute	.2607205
B		Toward E. 52nd St. NE.	1,238.12	3½	"	.1801458
C		"	1,287.75	3½	"	.1873669
D		Corner Unit. Toward E. 52nd St. & Madison Ave.	1,795.25	4½	"	.2612079
E		Corner Unit. E. 51st St. toward Madison Ave.	1,793.25	4½	"	.2609169
F		E. 51st St. SW.	1,205.38	3	"	.1753821
G		"	1,521.24	4	"	.2213396
H		Corner Unit. Fifth Ave. E. 51st St. SW. & NW.	1,780.00	4½	"	.258989
44th Floor (simplex) Residential Units: 44A						
		Corner Unit. Fifth Ave. toward E. 52nd St. NW. & NE.	1,791.90	4½	Public corridor, stairs, elevators, trash chute	.2607205
B		Toward E. 52nd St. NE.	1,238.12	3½	"	.1801458
C		"	1,287.75	3½	"	.1873669
D		Corner Unit. Toward E. 52nd St. & Madison Ave.	1,795.25	4½	"	.2612079
E		Corner Unit. E. 51st St. toward Madison Ave.	1,793.25	4½	"	.2609169
F		E. 51st St. SW.	1,205.38	3	"	.1753821
G		"	1,521.24	4	"	.2213396
H		Corner Unit. Fifth Ave. E. 51st St. SW. & NW.	1,780.00	4½	"	.258989

SCHEDULE B (continued)

Unit Designation (Apt. No.)	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approx. Area in Sq. Ft.	No. of Rms.	Common Elements to Which Unit Has Immediate Access	% of Interest in the Common Elements & the Common Expenses
45th Floor (simplex) Residential Units: 45A						
		Corner Unit. Fifth Ave. toward E. 52nd St. NW. & NE.	1,791.90	4½	Public corridor, stairs, elevators, trash chute	.2607205
B		Toward E. 52nd St. NE.	1,238.12	3½	"	.1801458
C		"	1,287.75	3½	"	.1873669
D		Corner Unit. Toward E. 52nd St. & Madison Ave.	1,795.25	4½	"	.2612079
E		Corner Unit. E. 51st St. toward Madison Ave.	1,793.25	4½	"	.2609169
F		E. 51st St. SW.	1,205.38	3	"	.1753821
G		"	1,521.24	4	"	.2213396
H		Corner Unit. Fifth Ave. E. 51st St. SW. & NW.	1,780.00	4½	"	.258989
46th Floor (simplex) Residential Units: 46A						
		Corner Unit. Fifth Ave. toward E. 52nd St. NW. & NE.	1,791.90	4½	Public corridor, stairs, elevators, trash chute	.2607205
B		Toward E. 52nd St. NE.	1,238.12	3½	"	.1801458
C		"	1,287.75	3½	"	.1873669
D		Corner Unit. Toward E. 52nd St. & Madison Ave.	1,795.25	4½	"	.2612079
E		Corner Unit. E. 51st St. toward Madison Ave.	1,793.25	4½	"	.2609169
F		E. 51st St. SW.	1,205.38	3	"	.1753821
G		"	1,521.24	4	"	.2213396
H		Corner Unit. Fifth Ave. E. 51st St. SW. & NW.	1,780.00	4½	"	.258989
47th Floor (simplex) Residential Units: 47A						
		Corner Unit. Fifth Ave. toward E. 52nd St. NW. & NE.	1,791.90	4½	Public corridor, stairs, elevators, trash chute	.2607205
B		Toward E. 52nd St. NE.	1,238.12	3½	"	.1801458
C		"	1,287.75	3½	"	.1873669
D		Corner Unit. Toward E. 52nd St. & Madison Ave.	1,795.25	4½	"	.2612079
E		Corner Unit. E. 51st St. toward Madison Ave.	1,793.25	4½	"	.2609169
F		E. 51st St. SW.	1,205.38	3	"	.1753821
G		"	1,521.24	4	"	.2213396
H		Corner Unit. Fifth Ave. E. 51st St. SW. & NW.	1,780.00	4½	"	.258989
48th Floor (simplex) Residential Units: 48A						
		Corner Unit. Fifth Ave. toward E. 52nd St. NW. & NE.	1,791.90	4½	Public corridor, stairs, elevators, trash chute	.2607205
B		Toward E. 52nd St. NE.	1,238.12	3½	"	.1801458
C		"	1,287.75	3½	"	.1873669
D		Corner Unit. Toward E. 52nd St. & Madison Ave.	1,795.25	4½	"	.2612079
E		Corner Unit. E. 51st St. toward Madison Ave.	1,793.25	4½	"	.2609169
F		E. 51st St. SW.	1,205.38	3	"	.1753821
G		"	1,521.24	4	"	.2213396
H		Corner Unit. Fifth Ave. E. 51st St. SW. & NW.	1,780.00	4½	"	.258989

SCHEDULE B (continued)

Unit Designation (Apt. No.)	Tax Lot No.	Location (in Portion of Building Facing in the Direction Set Forth Below)	Approx. Area in Sq. Ft.	No. of Rms.	Common Elements to Which Unit Has Immediate Access	% of Interest in the Common Elements & the Common Expenses
49th Floor (simplex) Residential Units: 49A						
		Corner Unit. Fifth Ave. toward E. 52nd St. NW. & NE.	1,791.90	4½	Public corridor, stairs, elevators, trash chute	.2607205
	B	Toward E. 52nd St. NE.	1,238.12	3½	"	.1801458
	C	"	1,287.75	3½	"	.1873669
	D	Corner Unit. Toward E. 52nd St. & Madison Ave.	1,795.25	4½	"	.2612079
	E	Corner Unit. E. 51st St. toward Madison Ave.	1,793.25	4½	"	.2609169
	F	E. 51st St. SW.	1,205.38	3	"	.1753821
	G	"	1,521.24	4	"	.2213396
	H	Corner Unit. Fifth Ave. E. 51st St. SW. & NW.	1,780.00	4½	"	.258989
50th/51st Floors (duplex) Penthouse Residential Units:						
50-51 No. 1		Corner Unit. Fifth Ave. toward E. 52nd St. NW. & NE.	4,170.75	9	Public corridor, stairs, elevators, trash chute	.6068419
	2	Toward E. 52nd St. NE.	3,909.75	8	"	.5688744
	3	Corner Unit. Toward E. 52nd St. & Madison Ave.	4,081.25	9	"	.5988197
	4	Corner Unit. E. 51st St. toward Madison Ave.	4,126.75	9	"	.6004399
	5	E. 51st St. SW.	4,269.12	9	"	.6211547
	6	Corner Unit. Fifth E. 51st St. SW. & NW.	4,083.62	9	"	.5941645

SCHEDULE C
TO
DECLARATION OF THE OLYMPIC TOWER CONDOMINIUM
 (Portion of land forming a part of the Common Elements)

PARCEL A-1

BEGINNING at a point formed by the intersection of the northerly side of East 51st Street and the easterly side of Fifth Avenue;
THENCE, northwardly, along the easterly side of Fifth Avenue, 4'-2" to a point;

THENCE, eastwardly, parallel to East 51st Street, 4'-0½" to a point;

THENCE, southwardly, parallel to Fifth Avenue, 4'-2" to a point on the northerly side of East 51st Street;

THENCE, westwardly, along the northerly side of East 51st Street, 4'-0½" to the point or place of beginning.

Containing an area of 16.85 Square Feet.

PARCEL A-2

BEGINNING at a point on the northerly side of East 51st Street, distant, 21'-0¾" East of the corner formed by the intersection of the easterly side of Fifth Avenue and the northerly side of East 51st Street;

THENCE, northwardly, parallel to Fifth Avenue, 4'-3½" to a point;

THENCE, eastwardly, parallel to East 51st Street, 5'-9" to a point;

THENCE, southwardly, parallel to Fifth Avenue, 4'-3½" to a point on the northerly side of East 51st Street;

THENCE, westwardly, along the northerly side of East 51st Street, 5'-9" to the point or place of beginning.

Containing an area of 24.67 Square Feet.

PARCEL A-3

BEGINNING at a point on the northerly side of East 51st Street, distant, 42'-7¾" East of the corner formed by the intersection of the easterly side of Fifth Avenue and the northerly side of East 51st Street;

THENCE, northwardly, parallel to Fifth Avenue, 4'-3½" to a point;

THENCE, eastwardly, parallel to East 51st Street, 5'-9" to a point;

THENCE, southwardly, parallel to Fifth Avenue, 4'-3½" to a point on the northerly side of East 51st Street;

THENCE, westwardly, along the northerly side of East 51st Street, 5'-9" to the point or place of beginning.

Containing an area of 24.67 Square Feet.

PARCEL A-4

BEGINNING at a point on the northerly side of East 51st Street, distant, 64'-3½" East of the corner formed by the intersection of the easterly side of Fifth Avenue and the northerly side of East 51st Street;

THENCE, northwardly, parallel to Fifth Avenue, 4'-3½" to a point;

THENCE, eastwardly, parallel to East 51st Street, 5'-9" to a point;

THENCE, southwardly, parallel to Fifth Avenue, 4'-3½" to a point on the northerly side of East 51st Street;

THENCE, westwardly, along the northerly side of East 51st Street, 5'-9" to the point or place of beginning.

Containing an area of 24.67 Square Feet.

SCHEDULE C (Continued)

PARCEL A-5

BEGINNING at a point on the northerly side of East 51st Street, distant, $85'-7\frac{1}{2}"$ East of the corner formed by the intersection of the easterly side of Fifth Avenue and the northerly side of East 51st Street;
 THENCE, northwardly, parallel to Fifth Avenue, $4'-3\frac{1}{2}"$ to a point;
 THENCE, eastwardly, parallel to East 51st Street, $6'-3"$ to a point;
 THENCE, southwardly, parallel to Fifth Avenue, $4'-3\frac{1}{2}"$ to a point on the northerly side of East 51st Street;
 THENCE, westwardly, along the northerly side of East 51st Street, $6'-3"$ to the point or place of beginning.

Containing an area of 26.81 Square Feet.

PARCEL A-6

BEGINNING at a point on the northerly side of East 51st Street, distant, $107'-27\frac{7}{8}"$ East of the corner formed by the intersection of the easterly side of Fifth Avenue and the northerly side of East 51st Street;
 THENCE, northwardly, parallel to Fifth Avenue, $4'-3\frac{1}{2}"$ to a point;
 THENCE, eastwardly, parallel to East 51st Street, $6'-3"$ to a point;
 THENCE, southwardly, parallel to Fifth Avenue, $4'-3\frac{1}{2}"$ to a point on the northerly side of East 51st Street;
 THENCE, westwardly, along the northerly side of East 51st Street, $6'-3"$ to the point or place of beginning.

Containing an area of 26.81 Square Feet.

PARCEL A-7

BEGINNING at a point on the northerly side of East 51st Street, distant, $128'-10\frac{1}{4}"$ East of the corner formed by the intersection of the easterly side of Fifth Avenue and the northerly side of East 51st Street;
 THENCE, northwardly, parallel to Fifth Avenue, $4'-3\frac{1}{2}"$ to a point.
 THENCE, eastwardly, parallel to East 51st Street, $6'-3"$ to a point;
 THENCE, southwardly, parallel to Fifth Avenue, $4'-3\frac{1}{2}"$ to a point on the northerly side of East 51st Street;
 THENCE, westwardly, along the northerly side of East 51st Street, $6'-3"$ to the point or place of beginning.

Containing an area of 26.81 Square Feet.

PARCEL A-8

BEGINNING at a point on the northerly side of East 51st Street, distant, $150'-5\frac{5}{8}"$ East of the corner formed by the intersection of the easterly side of Fifth Avenue and the northerly side of East 51st Street;
 THENCE, northwardly, parallel to Fifth Avenue, $4'-3\frac{1}{2}"$ to a point;
 THENCE, eastwardly, parallel to East 51st Street, $6'-3"$ to a point;
 THENCE, southwardly, parallel to Fifth Avenue, $4'-3\frac{1}{2}"$ to a point on the northerly side of East 51st Street;
 THENCE, westwardly, along the northerly side of East 51st Street, $6'-3"$ to the point or place of beginning.

Containing an area of 26.81 Square Feet.

PARCEL A-9

BEGINNING at a point on the northerly side of East 51st Street, distant, $173'-2\frac{1}{2}"$ East of the corner formed by the intersection of the easterly side of Fifth Avenue and the northerly side of East 51st Street;
 THENCE, northwardly, parallel to Fifth Avenue, $4'-0\frac{1}{2}"$ to a point;
 THENCE, eastwardly, parallel to East 51st Street, $5'-3"$ to a point;

SCHEDULE C (Continued)

THENCE, southwardly, parallel to Fifth Avenue, 4'-0½" to a point on the northerly side of East 51st Street;

THENCE, westwardly, along the northerly side of East 51st Street, 5'-3" to the point or place of beginning.

Containing an area of 21.21 square feet.

PARCEL B-1

BEGINNING at a point on the easterly side of Fifth Avenue, distant, 19'-5¼" north of the corner formed by the intersection of the northerly side of East 51st Street and the easterly side of Fifth Avenue;

THENCE, northwardly, along the easterly side of Fifth Avenue, 5'-9" to a point;

THENCE, eastwardly, parallel to East 51st Street, 4'-3½" to a point;

THENCE, southwardly, parallel to Fifth Avenue, 5'-9" to a point;

THENCE, westwardly, parallel to East 51st Street, 4'-3½" to the point or place of beginning.

Containing an area of 24.67 Square Feet.

PARCEL B-2

Beginning at a point distant 18'-6¾" north and 20'-3⅜" East of the corner formed by the intersection of the northerly side of East 51st Street and the easterly side of Fifth Avenue;

THENCE, northwardly, parallel to Fifth Avenue, 7'-6" to a point;

THENCE, eastwardly, parallel to East 51st Street, 7'-3" to a point;

THENCE, southwardly, parallel to Fifth Avenue, 7'-6" to a point;

THENCE, westwardly, parallel to East 51st Street, 7'-3" to the point or place of beginning.

Containing an area of 54.38 Square Feet.

PARCEL B-3

BEGINNING at a point distant 18'-9¾" north and 42'-1¾" East of the corner formed by the intersection of the northerly side of East 51st Street and the easterly side of Fifth Avenue;

THENCE, northwardly, parallel to Fifth Avenue, 7'-0" to a point;

THENCE, eastwardly, parallel to East 51st Street, 6'-9" to a point;

THENCE, southwardly, parallel to Fifth Avenue, 7'-0" to a point;

THENCE, westwardly, parallel to East 51st Street, 6'-9" to the point or place of beginning.

Containing an area of 47.25 Square Feet.

PARCEL B-4

BEGINNING at a point distant 18'-8¼" north and 63'-9¼" East of the corner formed by the intersection of the northerly side of East 51st Street and the easterly side of Fifth Avenue;

THENCE, northwardly, parallel to Fifth Avenue, 7'-3" to a point;

THENCE, eastwardly, parallel to East 51st Street, 6'-9" to a point;

THENCE, southwardly, parallel to Fifth Avenue, 7'-3" to a point;

THENCE, westwardly, parallel to East 51st Street, 6'-9" to the point or place of beginning.

Containing an area of 48.94 Square Feet.

SCHEDULE C (Continued)

PARCEL B-5

BEGINNING at a point distant 18'-8 $\frac{1}{4}$ " north and 85'-4 $\frac{1}{2}$ " East of the corner formed by the intersection of the northerly side of East 51st Street and the easterly side of Fifth Avenue;

THENCE, northwardly, parallel to Fifth Avenue, 7'-3" to a point;

THENCE, eastwardly, parallel to East 51st Street, 6'-9" to a point;

THENCE, southwardly, parallel to Fifth Avenue, 7'-3" to a point;

THENCE, westwardly, parallel to East 51st, 6'-9" to the point or place of beginning.

Containing an area of 48.94 Square Feet.

PARCEL B-6

BEGINNING at a point distant 17'-6 $\frac{3}{4}$ " north and 107'-5 $\frac{7}{8}$ " east of the corner formed by the intersection of the northerly side of East 51st Street and the easterly side of Fifth Avenue;

THENCE, northwardly, parallel to Fifth Avenue, 9'-6" to a point;

THENCE, eastwardly, parallel to East 51st Street, 5'-9" to a point;

THENCE, southwardly, parallel to Fifth Avenue, 9'-6" to a point;

THENCE, westwardly, parallel to East 51st Street, 5'-9" to the point or place of beginning.

Containing an area of 54.62 Square Feet.

PARCEL B-7

BEGINNING at a point distant 18'-8 $\frac{1}{4}$ " north and 128'-5 $\frac{3}{4}$ " East of the corner formed by the intersection of the northerly side of East 51st Street and the easterly side of Fifth Avenue;

THENCE, northwardly, parallel to Fifth Avenue, 7'-3" to a point;

THENCE, eastwardly, parallel to East 51st Street, 7'-0" to a point;

THENCE, southwardly, parallel to Fifth Avenue, 7'-3" to a point;

THENCE, westwardly, parallel to East 51st Street, 7'-0" to the point or place of beginning.

Containing an area of 50.75 Square Feet.

PARCEL B-8

BEGINNING at a point distant 18'-5 $\frac{1}{4}$ " north and 149'-10 $\frac{1}{8}$ " East of the corner formed by the intersection of the northerly side of East 51st Street and the easterly side of Fifth Avenue;

THENCE, northwardly, parallel to Fifth Avenue, 7'-9" to a point;

THENCE, eastwardly, parallel to East 51st Street, 7'-6" to a point;

THENCE, southwardly, parallel to Fifth Avenue, 7'-9" to a point;

THENCE, westwardly, parallel to East 51st Street, 7'-6" to the point or place of beginning.

Containing an area of 58.12 Square Feet.

PARCEL B-9

BEGINNING at a point distant 19'-3 $\frac{3}{4}$ " north and 172'-10" East of the corner formed by the intersection of the northerly side of East 51st Street and the easterly side of Fifth Avenue;

THENCE, northwardly, parallel to Fifth Avenue, 6'-0" to a point;

THENCE, eastwardly, parallel to East 51st Street, 6'-0" to a point;

THENCE, southwardly, parallel to Fifth Avenue, 6'-0" to a point;

SCHEDULE C (Continued)

THENCE, westwardly, parallel to East 51st Street, 6'-0" to the point or place of beginning.

Containing an area of 36.00 Square Feet.

PARCEL C-1

BEGINNING at a point on the easterly side of Fifth Avenue, distant, 39'-3" north of the corner formed by the intersection of the northerly side of East 51st Street and the easterly side of Fifth Avenue;

THENCE, northwardly, along the easterly side of Fifth Avenue, 6'-6" to a point;

THENCE, eastwardly, parallel to East 51st Street, 4'-3½" to a point;

THENCE, southwardly, parallel to Fifth Avenue, 6'-6" to a point;

THENCE, westwardly, parallel to East 51st Street, 4'-3½" to the point or place of beginning.

Containing an area of 27.88 Square Feet.

PARCEL C-2

BEGINNING at a point distant 38'-9" north and 20'-33⁄8" East of the corner formed by the intersection of the northerly side of East 51st Street and the easterly side of Fifth Avenue;

THENCE, northwardly, parallel to Fifth Avenue, 7'-6" to a point;

THENCE, eastwardly, parallel to East 51st Street, 7'-3" to a point;

THENCE, southwardly, parallel to Fifth Avenue, 7'-6" to a point;

THENCE, westwardly, parallel to East 51st Street, 7'-3" to the point or place of beginning.

Containing an area of 54.38 Square Feet.

PARCEL C-3

BEGINNING at a point distant 34'-8" north and 43'-2¾" East of the corner formed by the intersection of the northerly side of East 51st Street and the easterly side of Fifth Avenue;

THENCE, northwardly, parallel to Fifth Avenue, 8'-9" to a point;

THENCE, eastwardly, parallel to East 51st Street, 8'-9" to a point;

THENCE, southwardly, parallel to Fifth Avenue, 8'-9" to a point;

THENCE, westwardly, parallel to East 51st Street, 8'-9" to the point or place of beginning.

Containing an area of 76.56 Square Feet.

PARCEL C-4

BEGINNING at a point distant 34'-5" north and 72'-4¼" East of the corner formed by the intersection of the northerly side of East 51st Street and the easterly side of Fifth Avenue;

THENCE, northwardly, parallel to Fifth Avenue, 9'-3" to a point;

THENCE, eastwardly, parallel to East 51st Street, 9'-3" to a point;

THENCE, southwardly, parallel to Fifth Avenue, 9'-3" to a point;

THENCE, westwardly, parallel to East 51st Street, 9'-3" to the point or place of beginning.

Containing an area of 85.56 Square Feet.

PARCEL C-6

BEGINNING at a point distant 34'-0½" north and 95'-6¼" East of the corner formed by the intersection of the northerly side of East 51st Street and the easterly side of Fifth Avenue;

THENCE, northwardly, parallel to Fifth Avenue, 10'-0" to a point;

SCHEDULE C (Continued)

THENCE, eastwardly, parallel to East 51st Street, 10'-0" to a point;
 THENCE, southwardly, parallel to Fifth Avenue, 10'-0" to a point;
 THENCE, westwardly, parallel to East 51st Street, 10'-0" to the point
 or place of beginning.
 Containing an area of 100.00 Square Feet.

PARCEL C-7

BEGINNING at a point distant 34'-6½" north and 125'-4¾" East
 of the corner formed by the intersection of the northerly side of East
 51st Street and the easterly side of Fifth Avenue;
 THENCE, northwardly, parallel to Fifth Avenue, 9'-0" to a point;
 THENCE, eastwardly, parallel to East 51st Street, 9'-0" to a point;
 THENCE, southwardly, parallel to Fifth Avenue, 9'-0" to a point;
 THENCE, westwardly, parallel to East 51st Street, 9'-0" to the point or
 place of beginning.
 Containing an area of 81.00 Square Feet.

PARCEL C-8

BEGINNING at a point distant 38'-9" north and 149'-7⅛" East of
 the corner formed by the intersection of the northerly side of East
 51st Street and the easterly side of Fifth Avenue;
 THENCE, northwardly, parallel to Fifth Avenue, 7'-6" to a point;
 THENCE, eastwardly, parallel to East 51st Street, 8'-0" to a point;
 THENCE, southwardly, parallel to Fifth Avenue, 7'-6" to a point;
 THENCE, westwardly, parallel to East 51st Street, 8'-0" to the point or
 place of beginning;
 Containing an area of 60.00 Square Feet.

PARCEL C-9

BEGINNING at a point distant 39'-3" north and 172'-8½" East of
 the corner formed by the intersection of the northerly side of East 51st
 Street and the easterly side of Fifth Avenue;
 THENCE, northwardly, parallel to Fifth Avenue, 6'-6" to a point;
 THENCE, eastwardly, parallel to East 51st Street, 6'-3" to a point;
 THENCE, southwardly, parallel to Fifth Avenue, 6'-6" to a point;
 THENCE, westwardly, parallel to East 51st Street, 6'-3" to the point or
 place of beginning.
 Containing an area of 40.62 Square Feet.

PARCEL D-1

BEGINNING at a point on the easterly side of Fifth Avenue, distant,
 59'-8¼" north of the corner formed by the intersection of the northerly
 side of East 51st Street and the easterly side of Fifth Avenue;
 THENCE, northwardly, along the easterly side of Fifth Avenue, 6'-0"
 to a point;
 THENCE, eastwardly, parallel to East 51st Street, 4'-3½" to a point;
 THENCE, southwardly, parallel to Fifth Avenue, 6'-0" to a point;
 THENCE, westwardly, parallel to East 51st Street, 4'-3½" to the point
 or place of beginning.
 Containing an area of 25.74 Square Feet.

SCHEDULE C (Continued)

PARCEL D-2

BEGINNING at a point distant 58'-9 $\frac{3}{4}$ " north and 20'-3 $\frac{3}{8}$ " East of the corner formed by the intersection of the northerly side of East 51st Street and the easterly side of Fifth Avenue;

THENCE, northwardly, parallel to Fifth Avenue, 7'-9" to a point;

THENCE, eastwardly, parallel to East 51st Street, 7'-3" to a point;

THENCE, southwardly, parallel to Fifth Avenue, 7'-9" to a point;

THENCE, westwardly, parallel to East 51st Street, 7'-3" to the point or place of beginning.

Containing an area of 56.19 Square Feet.

PARCEL D-3

BEGINNING at a point distant 63'-4 $\frac{1}{2}$ " north and 43'-4 $\frac{1}{4}$ " East of the corner formed by the intersection of the northerly side of East 51st Street and the easterly side of Fifth Avenue;

THENCE, northwardly, parallel to Fifth Avenue, 8'-6" to a point;

THENCE, eastwardly, parallel to East 51st Street, 8'-6" to a point;

THENCE, southwardly, parallel to Fifth Avenue, 8'-6" to a point;

THENCE, westwardly, parallel to East 51st Street, 8'-6" to the point or place of beginning.

Containing an area of 72.25 Square Feet.

PARCEL D-4

BEGINNING at a point distant 63'-1 $\frac{1}{2}$ " north and 72'-5 $\frac{3}{4}$ " East of the corner formed by the intersection of the northerly side of East 51st Street and the easterly side of Fifth Avenue;

THENCE, northwardly, parallel to Fifth Avenue, 9'-0" to a point;

THENCE, eastwardly, parallel to East 51st Street, 9'-0" to a point;

THENCE, southwardly, parallel to Fifth Avenue, 9'-0" to a point;

THENCE, westwardly, parallel to East 51st Street, 9'-0" to the point or place of beginning.

Containing an area of 81.00 Square Feet.

PARCEL D-6

BEGINNING at a point distant 63'-1 $\frac{1}{2}$ " north and 96'-0 $\frac{1}{4}$ " East of the corner formed by the intersection of the northerly side of East 51st Street and the easterly side of Fifth Avenue;

THENCE, northwardly, parallel to Fifth Avenue, 9'-0" to a point;

THENCE, eastwardly, parallel to East 51st Street, 9'-0" to a point;

THENCE, southwardly, parallel to Fifth Avenue, 9'-0" to a point;

THENCE, westwardly, parallel to East 51st Street, 9'-0" to the point or place of beginning.

Containing an area of 81.00 Square Feet.

PARCEL D-7

BEGINNING at a point distant 63'-1 $\frac{1}{2}$ " north and 125'-4 $\frac{3}{4}$ " east of the corner formed by the intersection of the northerly side of East 51st Street and the easterly side of Fifth Avenue;

THENCE northwardly, parallel to Fifth Avenue, 9'-0" to a point;

THENCE eastwardly, parallel to East 51st Street, 9'-0" to a point;

THENCE southwardly, parallel to Fifth Avenue, 9'-0" to a point;

THENCE westwardly, parallel to East 51st Street, 9'-0" to the point or place of beginning.

Containing an area of 81.00 Square Feet.

SCHEDULE C (Continued)

PARCEL D-8

BEGINNING at a point distant $58'-8\frac{1}{4}"$ north and $149'-8\frac{5}{8}"$ East of the corner formed by the intersection of the northerly side of East 51st Street and the easterly side of Fifth Avenue;

THENCE, northwardly, parallel to Fifth Avenue, $8'-0"$ to a point;

THENCE, eastwardly, parallel to East 51st Street, $7'-9"$ to a point;

THENCE, southwardly, parallel to Fifth Avenue, $8'-0"$ to a point;

THENCE, westwardly, parallel to East 51st Street, $7'-9"$ to the point or place of beginning.

Containing an area of 62.00 Square Feet.

PARCEL D-9

BEGINNING at a point distant $59'-6\frac{3}{4}"$ north and $172'-10"$ East of the corner formed by the intersection of the northerly side of East 51st Street and the easterly side of Fifth Avenue;

THENCE, northwardly, parallel to Fifth Avenue, $6'-3"$ to a point;

THENCE, eastwardly, parallel to East 51st Street, $6'-0"$ to a point;

THENCE, southwardly, parallel to Fifth Avenue, $6'-3"$ to a point;

THENCE, westwardly, parallel to East 51st Street, $6'-0"$ to the point or place of beginning.

Containing an area of 37.50 Square Feet.

PARCEL E-1

BEGINNING at a point on the easterly side of Fifth Avenue, distant, $80'-8\frac{1}{2}"$ north of the corner formed by the intersection of the northerly side of East 51st Street and the easterly side of Fifth Avenue;

THENCE, northwardly, along the easterly side of Fifth Avenue, $5'-3"$ to a point;

THENCE, eastwardly, parallel to East 51st Street, $4'-0\frac{1}{2}"$ to a point;

THENCE, southwardly, parallel to Fifth Avenue, $5'-3"$ to a point;

THENCE, westwardly, parallel to East 51st Street, $4'-0\frac{1}{2}"$ to the point or place of beginning.

Containing an area of 21.21 Square Feet.

PARCEL E-2

BEGINNING at a point distant $80'-2\frac{1}{2}"$ north and $20'-7\frac{7}{8}"$ East of the corner formed by the intersection of the northerly side of East 51st Street and the easterly side of Fifth Avenue;

THENCE, northwardly, parallel to Fifth Avenue, $6'-3"$ to a point;

THENCE, eastwardly, parallel to East 51st Street, $6'-6"$ to a point;

THENCE, southwardly, parallel to Fifth Avenue, $6'-3"$ to a point;

THENCE, westwardly, parallel to East 51st Street, $6'-6"$ to the point or place of beginning.

Containing an area of 40.62 Square Feet.

PARCEL E-3

BEGINNING at a point distant $80'-4"$ north and $42'-4\frac{3}{4}"$ East of the corner formed by the intersection of the northerly side of East 51st Street and the easterly side of Fifth Avenue;

THENCE, northwardly, parallel to Fifth Avenue, $6'-0"$ to a point;

THENCE, eastwardly, parallel to East 51st Street, $6'-3"$ to a point;

THENCE, southwardly, parallel to Fifth Avenue, $6'-0"$ to a point;

SCHEDULE C (Continued)

THENCE, westwardly, parallel to East 51st Street, 6'-3" to the point or place of beginning.

Containing an area of 37.50 Square Feet.

PARCEL E-4

BEGINNING at a point distant 80'-5½" north and 64'-0⅛" East of the corner formed by the intersection of the northerly side of East 51st Street and the easterly side of Fifth Avenue;

THENCE, northwardly, parallel to Fifth Avenue, 5'-9" to a point;

THENCE, eastwardly, parallel to East 51st Street, 6'-3" to a point;

THENCE, southwardly, parallel to Fifth Avenue, 5'-9" to a point;

THENCE, westwardly, parallel to East 51st Street, 6'-3" to the point or place of beginning.

Containing an area of 35.94 Square Feet.

PARCEL E-5

BEGINNING at a point distant 80'-4" north and 85'-7½" East of the corner formed by the intersection of the northerly side of East 51st Street and the easterly side of Fifth Avenue;

THENCE, northwardly, parallel to Fifth Avenue, 6'-0" to a point;

THENCE, eastwardly, parallel to East 51st Street, 6'-3" to a point;

THENCE, southwardly, parallel to Fifth Avenue, 6'-0" to a point;

THENCE, westwardly, parallel to East 51st Street, 6'-3" to the point or place of beginning.

Containing an area of 37.50 Square Feet.

PARCEL E-6

BEGINNING at a point distant 80'-2½" north and 107'-1⅜" East of the corner formed by the intersection of the northerly side of East 51st Street and the easterly side of Fifth Avenue;

THENCE, northwardly, parallel to Fifth Avenue, 6'-3" to a point;

THENCE, eastwardly, parallel to East 51st Street, 6'-6" to a point;

THENCE, southwardly, parallel to Fifth Avenue, 6'-3" to a point;

THENCE, westwardly, parallel to East 51st Street, 6'-6" to the point or place of beginning.

Containing an area of 40.62 Square Feet.

PARCEL E-7

BEGINNING at a point distant 80'-1" north and 128'-8¾" East of the corner formed by the intersection of the northerly side of East 51st Street and the easterly side of Fifth Avenue;

THENCE, northwardly, parallel to Fifth Avenue, 6'-6" to a point;

THENCE, eastwardly, parallel to East 51st Street, 6'-6" to a point;

THENCE, southwardly, parallel to Fifth Avenue, 6'-6" to a point;

THENCE, westwardly, parallel to East 51st Street, 6'-6" to the point or place of beginning.

Containing an area of 42.25 Square Feet.

PARCEL E-8

BEGINNING at a point distant 79'-10" north and 150'-1⅛" East of the corner formed by the intersection of the northerly side of East 51st Street and the easterly side of Fifth Avenue;

SCHEDULE C (Continued)

THENCE, northwardly, parallel to Fifth Avenue, 7'-0" to a point;
THENCE, eastwardly, parallel to East 51st Street, 7'-0" to a point;
THENCE, southwardly, parallel to Fifth Avenue, 7'-0" to a point;
THENCE, westwardly, parallel to East 51st Street, 7'-0" to the point or
place of beginning.

Containing an area of 49.00 Square Feet.

PARCEL E-9

BEGINNING at a point distant 80'-8½" north and 173'-2½" East of
the corner formed by the intersection of the northerly side of East
51st Street and the easterly side of Fifth Avenue;

THENCE, northwardly, parallel to Fifth Avenue, 5'-3" to a point;
THENCE, eastwardly, parallel to East 51st Street, 5'-3" to a point;
THENCE, southwardly, parallel to Fifth Avenue, 5'-3" to a point;
THENCE, westwardly, parallel to East 51st Street, 5'-3" to the point or
place of beginning.

Containing an area of 27.56 Square Feet.