



DECLARATION

Establishing a Plan for Condominium Ownership
of the Premises known as
1587 East 19 Street
Brooklyn, New York
Pursuant to Article 9-B of the Real Property
Law of the State of New York

Name:

THE MIDWOOD GARDEN TOWER CONDOMINIUM

Sponsor:

Century Realty 2013 LLC
143-01 Cherry Avenue
Flushing, NY 11355

Date of Declaration: 8/30/2018

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The land affected by the within instrument lies in
Block 6766, Lot Numbers n/k/a 1301-1413 (f/k/a Lot 65)
Tax Map of the Borough of Brooklyn, City of New York

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DECLARATION
OF
MIDWOOD GARDEN TOWER CONDOMINIUM

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

CENTURY REALTY 2013 LLC, a limited liability company under the laws of the State of New York, having an office at 143-01 Cherry Avenue, Flushing, New York 11355 ("Sponsor"), does hereby declare as follows:

ARTICLE 1.
DEFINITIONS

All capitalized terms used in this Declaration (hereinafter referred to as the "Declaration") that are not otherwise defined in the Articles hereof shall have the meanings set forth in Exhibit C annexed hereto, unless the context in which they are used shall otherwise require. All capitalized terms used in this Declaration that are defined in any of the Articles hereof shall have the meanings ascribed to them in such Articles, unless the context in which they are used otherwise require. Each of the capitalized terms shall be applicable to singular and to plural nouns, as well as to verbs of any tense.

ARTICLE 2.
SUBMISSION OF THE PROPERTY

2.1. 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, the "Property") to the provisions of Article 9-B of the Real Property Law of the State of New York (the "Condominium Act") and pursuant thereto does hereby establish a condominium to be known as "Midwood Garden Tower Condominium" (the "Condominium").

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

ARTICLE 3.
NAME OF THE CONDOMINIUM

The Condominium shall be known as MIDWOOD GARDEN TOWER CONDOMINIUM.

ARTICLE 4.
THE LAND

Included in the Property described in Article 2 is all that certain tract, plot, piece and parcel of land (the "Land") situate, lying and being in the County of Brooklyn, City and State of New York, and more particularly described in Schedule A annexed hereto and made a part hereof. The Land is owned by Sponsor in fee simple absolute. The Land has an area of approximately 17,062 square feet.

ARTICLE 5.
THE PROPERTY AND THE BUILDING

Included in the Property described in Article 2 is one building (the "Building") consisting of (i) eighty-four residential units (including 1 Superintendent's Unit designated as Unit 1F) (the "Residential Units") on the first floor through eighth floor, (ii) twenty eight parking units located on the cellar level ("Parking Units") and (iii) one Parking Garage Unit containing 17 attended parking spaces on the 1st floor of the Building (the Parking Units and Parking Garage Unit are hereinafter, sometimes collectively referred to "Parking Units"). The Residential Units and Parking Units are sometimes hereinafter collectively referred to as the "Units". The owners of the Residential Units from time to time are herein called the "Residential Unit Owners."

The Building is classified as Class IB conforming to all applicable regulations of the Building Code of the City of New York. The exterior walls, exit ways, shafts, structural members, floors and roofs are constructed of noncombustible materials having assemblies as specified on Table 601 of Building Code.

As shown on the Floor Plans of the Building certified by ABC Engineering PLLC, filed with the New York City Tax Map, Property Division and submitted for recording with the New York City Division of Land Records simultaneously herewith (as same may be amended from time to time), and on file at the Sponsor's Office, the floors of the Building are designated cellar, and first floor through the eighth floor, and roof. References to floors in the Declaration are in accordance with such floor designations.

ARTICLE 6.
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; tax lot number, approximate location in the Building; approximate square foot area; number of rooms; the portions of the Common Elements to which such Unit has immediate access; and the percentage interest in the Common Elements appurtenant to such Unit. The precise location of each Unit is shown on the Floor Plans.

Each Residential Unit consists of the area measured horizontally from the exterior walls (perimeter concrete columns and wall and perimeter mechanical pipes included) to the centerline of any partitions, including concealed metal studs, blockwork, concrete columns and walls and mechanical pipes and ducts that are in the interior walls and partitions separating one Unit from another Unit, corridors, stairs, elevator and other mechanical equipment spaces. Each Residential Unit consists of the area measured vertically from the top of the concrete floor to the underside of the concrete ceiling. However, any Common Elements located within a Residential Unit, if any, shall not be considered a part of such Residential Unit.

Each Unit includes, and each Unit Owner shall be responsible for, the front entrance door and any other entrance doors to such Unit, the interior walls, partitions, floors and floor coverings and plastered ceilings affixed, attached or appurtenant to such Unit, smoke detectors, window panes, all plumbing, gas and heating fixtures and equipment such as refrigerators, dishwashers, washers and dryers, heating, ventilating, and air conditioning ("HVAC") units (including the fans inside the units), heating equipment, ranges and other appliances, sinks, bathtubs, water closets and all other Facilities as may be affixed, attached or appurtenant to such Unit exclusively. Plumbing, gas and heating fixtures and equipment as used in the preceding sentence shall include exposed gas and water pipes from branch or fixture shut-off valves attached to fixtures, appliances and equipment and the fixtures, appliances and equipment to which they are attached, and any special pipes or equipment which a Unit Owner may install within a wall or ceiling, or under the floor, but shall not include gas, water or other pipes, conduits, wiring or ductwork within the walls, ceiling, or floors of the Unit. Each Unit shall also include all lighting and electrical fixtures and appliances within the Unit and any special equipment fixtures or Facilities affixed, attached or appurtenant to the Unit, to the extent located within the Unit from a panel and serving or benefiting only that Unit. Any Common Elements located within a Unit shall not be considered a part of such Unit.

Notwithstanding anything contained in this Article to the contrary, each Unit Owner will have the right, exercisable at any time, to install, at the Unit Owner's sole cost and expense, such decorations, fixtures and coverings (including, without limitation, painting, finishing, wall paper, carpeting, pictures, mirrors, shelving and lighting fixtures) on the surfaces of the walls, ceilings and floors that face the interior of such Unit and to a depth of one inch behind such surfaces for the purposes of installing nails, screws, bolts and the like, provided that no such installation shall impair the structural integrity and mechanical and electrical systems of the Unit or of the Building or violate Law.

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

ARTICLE 7. COMMON ELEMENTS

7.1. The Common Elements of the Condominium (the "Common Elements") consist of the entire Property, including the Land and all parts of the Building and improvements thereon other than the Units. The Common Elements are comprised of the General Common Elements, the Residential Common Elements and the Limited Residential Common Elements.

7.2 The General Common Elements consist of the Land and those rooms, areas, corridors, spaces and other parts of the Building (other than the Units), and all Facilities therein

for the common use of the Units and the Unit Owners or which are necessary or convenient for the existence, management, operation, maintenance or safety of the Property. Without intending to limit the generality of the foregoing in any respect, the General Common Elements include the following:

7.2-1 The Land (including the Landscaping), together with all easements, rights and privileges appurtenant thereto.

7.2-2 Intentionally omitted

7.2-3 All concrete floor slabs and concrete ceilings, all sidewalks, curbs, hallways, corridors, mechanical and electrical spaces, all fire staircases, landings and stairs, service entrances, lobbies, vestibules and basements and cellars, yards, storage spaces, mail area, mail boxes, elevator shaft and pit, entrances to, and exits from the Building and spaces devoted to the use of persons employed with the operation of the Property, to the extent that the same are not expressly included as part of the Residential Common Elements pursuant to the terms of section 7.3 below or the Limited Residential Common Elements pursuant to section 7.4 below or a Unit pursuant to the terms of Article 6 hereinabove.

7.2-4 All central and appurtenant installations and Facilities for services such as power, light, telephone, intercom, gas, sewer, plumbing, drainage, hot and cold water distribution, heat, garbage disposal, master and cable television and other mechanical and electrical systems, which service the Residential and Parking units and/or the General Common Elements, the Residential Common Elements and the Limited Residential Common Elements, to the extent that the same are not expressly included as part of the Residential Common Elements pursuant to the terms of section 7.3 below or the Limited Residential Common Elements pursuant to section 7.4 below or a Unit pursuant to the terms of Article 6 hereinabove.

7.2-5 All other parts of the Property, and all apparatus and installations now existing or hereafter constructed in the Building or on the Property, either existing for the common use of the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property.

7.3 The Residential Common Elements consist of the portions of the Building, as well as those Facilities therein, either currently or hereafter existing for the exclusive common use of the Residential Unit or of the Residential Unit Owners only. Without intending to limit the generality of the foregoing in any respect, the Residential Common Elements include:

7.3-1 Laundry room located in the cellar, recreation space located on the cellar, first and roof floor, bicycle parking in the cellar floor.

7.3-2 passenger elevators (two);

7.3-3 all masonry walls, partitions, floors and ceilings in, on or under the Building, separating a Residential Unit from another Residential Unit or a Residential Common Element and that portion of all such masonry walls, partitions, floors and ceilings separating a Residential Common Element from a General Common Element or Parking Units, from the midpoint of any such wall, partition, floor or ceiling to the boundary line of such Residential Common Element;

7.3-4 all central and appurtenant installations and Facilities for services such as power, light, telephone, intercom, gas, sewer, plumbing, hot and cold water distribution, heat, garbage disposal, master and cable television and other mechanical and electrical systems which serve the Residential Units and/or the Residential Common Elements and/or the Limited Residential Common Elements only;

7.3-5 all interior portions of the Building, to the extent that the same are not expressly included as part of the General Common Elements pursuant to the terms of section 7.2 above or the Limited Residential Common Elements pursuant to the terms of section 7.4 below or a Unit pursuant to the terms of Article 6 hereof.

7.3-6 front and rear yards, if any, and all furnishings, structural and decorative elements contained therein.

7.4 The Limited Residential Common Elements consist of all portions of the Land and Building (other than the Units) that are for the use of one or more specified Residential Units to the exclusion of all other Units. Without intending to limit the generality of the foregoing in any respect, the Limited Residential Common Elements include the Terraces and/or balconies adjoining Residential Units on the 3rd through 8th floors, which provide direct and exclusive access from the interior of such Residential Units which Limited Residential Common Elements shall be for the exclusive use of such Residential Units.

7.5 The Common Elements shall remain undivided, and no Unit Owner or any other Person shall bring, or shall have the right to bring, any action for partition or division thereof, except as is expressly permitted pursuant to the terms of Article 15 hereof and Section 5.5 of the By-laws.

ARTICLE 8

DETERMINATION OF COMMON INTEREST AND RESIDENTIAL COMMON INTEREST

8.1 The undivided percentage interest of each Unit in the Common Elements is based upon floor space, subject to location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of Common Elements for exclusive or shared use, and the overall dimensions of the particular Unit.

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

ARTICLE 9. USE OF BUILDING AND UNITS

9.1. As more particularly set forth in and subject to the provisions of, the By-Laws, the Residential Units may be used only as residences and for no other purpose. A Residential Unit owned or leased by an individual, corporation, partnership, fiduciary or any other entity (including, but not limited to, the United States government and any instrumentality thereof and foreign governments and any embassy, consulate, or other instrumentality thereof, any foreign government or any embassy, consulate or other instrumentality thereof) may only be occupied (unless the Condominium Board otherwise consents) by said individual, or an individual officer, director, stockholder or employee of such corporation, or by an individual partner or employee of such partnership, or by said individual fiduciary or (including directors, officers, stockholders or employees of corporate fiduciaries or partners or employees of partnership fiduciaries) or by an individual beneficiary of said fiduciary, or an individual principal or employee of such other entity, respectively, or by Family Members or guests of any of the foregoing (and nothing contained in this sentence shall be deemed to prohibit the exclusive occupancy of any Residential Unit by such Family Members or guests); however, the foregoing restrictions shall not apply to Unsold Units. Upon the prior written consent of Sponsor (or, where there are no longer any Unsold Units, the Condominium Board), any Unit may be used for professional purposes, or for any other lawful purposes, subject, however, to (1) the terms and conditions of the then existing certificate of occupancy for the Building, (2) applicable Law, (3) the use of such Unit not adversely affecting the use and enjoyment of neighboring or adjacent Units for residential purposes, and (4) the prior written permission of the Condominium Board which permission shall in no event be granted unless the Condominium Board affirmatively finds that the conditions in (1) through (3) above have been met. Residential Units may only be leased in accordance with the By-laws and the Rules and Regulations.

9.2 Notwithstanding the foregoing or anything contained in the By-laws or the Rules and Regulations to the contrary, Sponsor may without the permission of the Condominium Board, (1) grant permission for the use of any Unsold Unit as a professional office or for any other purpose, provided such use is permitted by Law, and does not violate the then existing certificate of occupancy for the Building or any other governmental regulations, (2) use any Unsold Units as model Units and offices for the selling, leasing, management, operation and promotion of the Unsold Units or for any other purpose, subject only to compliance with Law, and (3) lease an Unsold Unit to third parties.

9.3. No nuisance shall be allowed in or out of either Unit (including, but not limited to, the feeding of pigeons or conducting of any other nuisance from the windows of, within or without the Residential Unit) nor shall any use or practice be allowed in either Unit that interferes with the possession or proper use of the Property by either Unit Owner or the tenants or occupants of the Property. No immoral or unlawful use shall be made of either Unit or any portion thereof. All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof, relating to any portion of the Property shall be complied with at the full expense of the Unit Owner.

ARTICLE 10.
EASEMENTS FOR THE ENJOYMENT OF THE COMMON ELEMENTS

10.1 Subject to the terms of the By-laws and the Rules and Regulations, Sponsor, the Unit Owners, all other permitted tenants and occupants of the Building, the Selling Agent, the Managing Agent, the Condominium Board and all officers, partners, employees, agents, guests, invitees and licensees of the foregoing shall have, in common with all of the others, an easement for ingress and egress through, as well as for the use and enjoyment of, all of the General Common Elements, and the General Common Elements shall be subject to such easement. Notwithstanding the foregoing, however, no Person shall use or enjoy the General Common Elements except in accordance with the reasonable purposes for which they are intended and without encroaching upon the rights of other Persons to do so.

10.2 Subject to the terms of the By-laws and the Rules and Regulations, Sponsor, the Residential Unit Owners, all other permitted tenants and occupants of Residential Units, the Selling Agent, the Managing Agent, the Condominium Board and all officers, partners, employees, agents, guests, invitees and licensees of the foregoing shall have, in common with all of the others, an easement for ingress and egress through, as well as for the use and enjoyment of, all of the Residential Common Elements, and the Residential Common Elements shall be subject to such easement. Notwithstanding the foregoing, however, no person shall use or enjoy the Residential Common Elements except in accordance with the reasonable purposes for which they are intended and without encroaching upon the rights of other persons to do so.

10.3 Intentionally omitted

10.4 Intentionally omitted

10.5 Each Residential Unit Owner whose Residential Unit has one or more appurtenant Limited Residential Common Elements shall have an exclusive easement for the use thereof. The Residential Units having the same are indicated on Exhibit B.

10.6 Notwithstanding anything to the contrary contained in Section 10.1, or 10.5 hereof, Sponsor and its invitees, licensees, contractors, employees, agents and tenants shall have an easement in, over, under, through and upon the Common Elements to use the same, without being subject to any fee or charge, for all purposes and activities in connection with the sale or renting of Unsold Residential Units and shall have the right to use any one or more Unsold Residential Units as sales, rental and/or management offices and/or as model units. Such Unsold Residential Units shall remain Units within the meaning of this Declaration, the By-laws and the Condominium Act, and shall not comprise a part of the Common Elements. In addition, Sponsor shall have the right, to the extent permitted by Law, to use one or more portions of the Common Elements (including but not limited to, lobby, hallways and corridors), as designated by Sponsor in its sole discretion, without being subject to any fee or charge, for all purposes and activities in connection with the sale or renting of Unsold Units, which right shall include, without limitation, the right to place "for sale", "for rent" and other signs and promotional materials, of such size

and content as Sponsor shall determine, in, on, about and adjacent to the exterior walls of the Building.

ARTICLE 11 OTHER EASEMENTS

11.1 Subject to the terms of the By-laws and to the Rules and Regulations, each Unit Owner shall have an easement in common with all other Unit Owners to use, maintain, repair, alter and replace all Common Elements located in any of the other Units or elsewhere on the Property which serve his Unit. Each Unit shall be subject to an easement in favor of all Unit Owners to use, maintain, repair, alter and replace all Common Elements located in such Unit or elsewhere on the Property which serve other Units. All easements and rights of access described in this section shall be exercised by the Condominium Board on behalf of all Unit Owners. The Condominium Board shall have an easement and a right of access to each Unit and to the Common Elements to inspect the same, to remove violations therefrom and to install, operate, maintain, repair, alter, rebuild, restore and replace any of the Common Elements located in, over, under, through, adjacent to, or upon the same, and each Unit and the Common Elements shall be subject to such easement and right of access. Such easements and rights of access shall be exercised by the Condominium Board in such a manner as will not unreasonably interfere with the use of the Units for their permitted purposes. Such entry shall be permitted on reasonable prior notice based on the nature of the repair or replacement but in no event on less than 2 days' notice, except that no notice will be necessary in the case of an "emergency" (i.e., a condition requiring repair or replacement immediately necessary for the preservation or safety of the Building or for the safety of occupants of the Building, or other persons, or required to avoid the suspension of any necessary service in the Building). Plans and specifications with respect to any such proposed work shall be submitted by the Unit Owner who has requested that the Condominium Board exercise any such easement or right of access, to the Unit Owner whose Unit is to be accessed and all work is to be prosecuted diligently to completion. Notwithstanding any other provision of this Declaration, the By-laws or the Rules and Regulations, any alterations carried out in connection with the easements granted hereinabove shall be such that neither the configuration nor the usable area of the affected Unit shall be materially adversely affected.

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

Parking Units or with the use of the Residential Units for their permitted purposes. Notwithstanding any other provision of this Declaration, the By-laws or the Rules and Regulations, any alterations carried out in connection with the easements granted hereinabove shall be such that neither the configuration nor the usable area of the affected Unit shall be materially adversely affected. Additionally, Sponsor reserves the exclusive right to create and/or establish easements in the Garage Unit for the benefit of the adjoining property owned by Sponsor or its related company, for normal and uninterrupted use and maintenance of utilities in such neighboring building, provided that the granting of such additional utility easements or the relocation of existing utilities will not prevent or unreasonably interfere with the normal conduct of business carried on within the Garage Unit.

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

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

11.5 Intentionally omitted

11.6 The Condominium and Building shall be designated and known as **Midwood Garden Tower Condominium**. Sponsor shall own and control all rights and interest, appurtenant to the name of the Condominium and/or the Building. Only Sponsor shall have the right to change or assign the name of the Condominium subject to the consent of the Condominium Board. Sponsor shall have an exclusive easement for so long as the Condominium shall remain in existence to erect, maintain, repair and replace, from time to time, a plaque and/or sign ("Plaque"), without charge, on the exterior portion of the Building setting forth the name and address of Sponsor, or such other information as the Sponsor desires in its sole discretion. Only Sponsor shall the right to remove the Plaque, unless mandated by Law.

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

11.8 In addition to the specific easements set forth in this Article 11 and in Article 10 hereof, the Property and every portion thereof shall be subject to all easements made with the

City of New York or with any utility companies or other Persons in effect prior to the recording of this Declaration.

ARTICLE 12
ALTERATIONS, ADDITIONS, IMPROVEMENTS AND CHANGES TO UNSOLD
UNITS, AND DEVELOPMENT RIGHTS

12.1 Except to the extent prohibited by Law, Sponsor shall have the right, without the vote or consent or approval of the Condominium Board, other Unit Owners, the Selling Agent, the Managing Agent or the Mortgage Representatives, if any, to:

(i) make alterations, additions or improvements, whether structural or non-structural, interior or exterior, ordinary or extraordinary, in, to and upon Unsold Residential Units and their appurtenant Limited Residential Common Elements, if any;

(ii) change the layout of, or number of rooms in, any Unsold Residential Units;

(iii) change the size and/or number of Unsold Residential Units by (a) subdividing one or more Unsold Residential Units into two or more separate Residential Units, (b) combining separate Unsold Residential Units (including those resulting from such subdivision or otherwise) into one or more Residential Units, (c) altering the boundary walls between any Unsold Residential Units, or (d) otherwise, including incorporating Residential Common Elements (such as a portion of a hallway used exclusively by the occupant(s) of such Unsold Residential Unit) which exclusively benefit an Unsold Residential Unit into such Unit; and

(iv) if appropriate, reapportion among the Unsold Residential Units affected by such change in size or number pursuant to the preceding clauses their Residential Common Interests and Residential Common Interest provided, however, that, with respect to any such alteration, addition, improvement, or change in, to, of, or upon any Unsold Residential Unit:

(a) no physical modifications shall be made to any other Unit and the Common Interest and Residential Common Interest (other than Unsold Units), as the case may be, or interior dimensions of any other Units (other than Unsold Units) shall not be changed by reason thereof, unless the owner of such other affected Unit shall consent thereto;

(b) Sponsor shall comply with Law and shall agree to hold the Condominium Board and all other Unit Owners harmless from any liability arising therefrom; and

(c) such alteration, addition improvement, or change shall not jeopardize the soundness or structural integrity of any part of the Building.

Notwithstanding the foregoing, however, the aggregate amounts of both the Common Interests of all the Units and the Residential Common Interests of all Residential Units shall always remain at 100%, and no reapportionment of the Common Interest or Residential Common Interest appurtenant to any Unit, as the case may be, shall be made unless there is first delivered

to the Condominium Board a written certification stating that the new Common Interest and, if applicable, Residential Common Interest of the affected Unit has been based upon the factors set forth in Article 8 hereof. The certification referred to in the preceding sentence shall be delivered, at Sponsor's election, by Sponsor, the Selling Agent, the Managing Agent, or any other Person reasonably acceptable to the Condominium Board. The provisions of this Article 12 may not be added to, amended, modified, or deleted without the prior written consent of Sponsor. By written permission of the Condominium Board which permission shall not be unreasonably withheld, any other Unit Owner, may be given with respect to his Unit, the same rights and be subject to the same limitations and conditions as are set forth in this Article with respect to Unsold Units. Notwithstanding the other provisions of this Article, no reapportionment of the Common Interests appurtenant to any Unit shall be made unless there is first delivered to the Condominium Board a written certification stating that the new Common Interest of the affected Unit has been based upon the factors set forth in Article 8 hereof. The certification referred to in the preceding sentence shall be delivered, at Sponsor's election, by Sponsor, the Managing Agent or any other Person reasonably acceptable to the Condominium Board. The provisions of this Article may not be added to, amended, modified or deleted without the prior written consent of Sponsor.

12.2 Intentionally omitted

12.3 In the event of any rezoning of the property subsequent to the acceptance for filing of the Offering Plan creates development rights beyond those utilized to erect the Building; or in the event a subsequent audit discloses the existence of unused development rights; Sponsor shall retain the right to all such development rights, and may sell, transfer or assign such development rights without restriction.

ARTICLE 13 ACQUISITION OF UNIT BY THE CONDOMINIUM BOARD

If (a) any Unit Owner surrenders his Unit, together with its Appurtenant Interests to the Condominium Board pursuant to the terms of the By-laws or Section 339-x of the Condominium Act, (b) the Condominium Board, pursuant to the By-laws or otherwise, either acquires or leases a Unit, together with its Appurtenant Interests, or purchases a Unit, together with its Appurtenant Interests, at a foreclosure or other similar sale, then, in all such events, title to any such Unit and such Appurtenant Interests shall be held by the Condominium Board or its designee, corporate or otherwise, if a Residential Unit, on behalf of all Residential Unit Owners, in proportion to their respective Common Interests and, if a Parking Unit, on behalf of all Unit Owners in proportion to their respective Common Interests. Any lease or sublease of any Unit leased or subleased by the Condominium Board or its designee shall be held by the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners, in proportion to their respective Common Interests.

ARTICLE 14

POWER OF ATTORNEY TO SPONSOR AND THE CONDOMINIUM BOARD

14.1 Each Unit Owner, by acceptance of a deed or otherwise succeeding to title to a Unit, shall be deemed to have irrevocably nominated, constituted and appointed as such Unit Owner's attorney-in-fact, coupled with an interest and with power of substitution, (i) Sponsor, to amend the Condominium Documents pursuant to the terms of Article 18 hereof, and (ii) the Persons who shall from time to time constitute the Condominium Board, jointly, to:

(a) employ counsel for purposes of protesting the New York City real property tax assessments with the Tax Commission and instituting tax certiorari proceedings on behalf of the Unit Owners for the reduction of the assessed valuation of their Units, such Unit Owners agreeing not to protest said assessments and bring such tax certiorari proceedings at their own initiative and on their own behalf,

(b) acquire or lease any Unit, together with its Appurtenant Interests whose owner desires to sell, convey, transfer, assign, lease, or surrender the same or acquire any Unit, together with its Appurtenant Interests that becomes the subject of a foreclosure or other similar sale, in the name of the Condominium Board or its designee, corporate or otherwise, on behalf of all Unit Owners;

(c) convey, sell, lease, mortgage, or otherwise deal with (but not to vote the Common Interest, appurtenant to) any Unit so acquired or to sublease any Unit so leased; and

(d) execute, acknowledge and deliver (1) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any law applicable to the maintenance, demolition, construction, alteration, repair, or restoration of the Condominium or (2) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements that the Condominium Board deems necessary or appropriate or (3) any protests and tax certiorari proceeding affecting Units.

14.2 In confirmation of the foregoing power of attorney, each Unit Owner, upon the request of either Sponsor or the Condominium Board, shall duly execute, acknowledge and deliver to the requesting party, for recording, in the Register's Office, a Unit Power of Attorney in the form set forth as an Exhibit E to this Declaration.

ARTICLE 15 TERMINATION OF CONDOMINIUM

The Condominium shall continue and the Property shall not be subject to an action for partition (unless terminated by casualty loss, condemnation or eminent domain, as more particularly provided in the By-laws) until such time as withdrawal of the Property from the provisions of the Condominium Act is authorized by a vote of 100% in number and in Common Interest of all Unit Owners. No such vote shall be effective, however, without the written consent (which consent shall not be unreasonably withheld or delayed) of the Mortgage

Representatives, if any, representing at least 51% of the votes of the unit estates that are subject to mortgages. In the event said withdrawal is authorized as aforesaid, but only in such event, the Property shall be subject to an action for partition by any Unit Owner or lienor as if owned in common, in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective Common Interests; provided, however, that no payment shall be made to a Unit Owner until there has first been paid from out of his share of such net proceeds all liens on his Unit (other than mortgages which are not Permitted Mortgages), in the order of priority of such liens. Notwithstanding anything to the contrary in the foregoing, in the event of any action to terminate the Condominium based upon substantial destruction or condemnation or eminent domain, or for any other reason, then no such termination shall be effective without the written consent of the mortgagees that represent at least 51% of the votes of Units which are subject to mortgages.

ARTICLE 16

COVENANT OF FURTHER ASSURANCES

16.1 Any Person who is subject to the terms of this Declaration, whether such Person is a Unit Owner, a lessee or sublessee of a Unit Owner, an occupant of a Unit, a member or officer of the Condominium Board or otherwise, shall, upon prior reasonable written request at the expense of any such other Person requesting the same, execute, acknowledge and deliver to such other Person such instruments, in addition to those specifically provided for herein, and take such other action as such other Person may reasonably request to effectuate the provisions of this Declaration or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

16.2 If any Unit Owner, the Condominium Board or any other Person who is subject to the terms of this Declaration fails or refuses, within 10 days after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which the Condominium Board, Unit Owner or other Person is required to execute, acknowledge and deliver or to take pursuant to this Declaration, or (ii) to deliver a written notice to the Person requesting such execution, acknowledgement or delivery, and to the Condominium Board stating the reasons why such Unit Owner, Condominium Board or other Person refuses to execute, acknowledge or deliver such instrument or take such action, then the Condominium Board or other Person is hereby authorized as attorney-in-fact for such Unit Owner, Condominium Board or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument, or to take such action in the name of such Unit Owner, Condominium Board or other Person and such document or action shall be binding, on such Unit Owner, Condominium Board or other Person.

16.3 If any Unit Owner, the Condominium Board or any other Person who is subject to the terms of this Declaration fails or refuses, within 10 days after request therefor, either (i) to execute, acknowledge or deliver any instrument, or to take any action which such Unit Owner, Condominium Board or other Person is required to execute, acknowledge and deliver pursuant to this Declaration at the request of Sponsor or (ii) to deliver a written notice to Sponsor and to the Condominium Board stating the reasons why such Unit Owner, Condominium Board or other Person refuses to execute, acknowledge or deliver such instrument or take such action, then

Sponsor is hereby authorized, as attorney-in-fact for such Unit Owner, Condominium Board or other Person, coupled with an interest, to execute, acknowledge and deliver such instrument or to take such action in the name of such Unit Owner, Condominium Board or other Person and such document or action shall be binding on such Unit Owner, the Condominium Board or other Person, as the case may be.

ARTICLE 17

COVENANTS RUNNING WITH THE LAND

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

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

17.3 Subject to Section 17.2, if this Declaration and the By-laws are insufficient to submit the Property to the provisions of the Condominium Act, the provisions of this Declaration

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

ARTICLE 18 AMENDMENTS TO THIS DECLARATION

18.1 Subject to the provisions contained herein or in the By-laws with respect to amendments, modifications, additions or deletions affecting Sponsor, or any Unsold Units, any provision of this Declaration may be added to, amended, modified or deleted by the vote of at least 66 2/3% in number and in Common Interest of all Unit Owners taken in accordance with the provisions of the By-laws; 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 directly affected. Subject to the provisions contained herein or in the By-laws with respect to amendments, modifications, additions or deletions affecting Sponsor, or any Unsold Units, no amendment, modification, addition or deletion shall be effective without the written consent of the Mortgage Representatives (as defined in the Bylaws), if any, which consent shall not be unreasonably withheld or delayed. No such amendment, modification, addition or deletion shall be effective until recorded in the Register's Office. Subject to the provisions contained herein or in the By-laws with respect to amendments, modifications, additions or deletions affecting Sponsor, or any Unsold Units, any such amendment, modification, addition or deletion shall be executed by either the Condominium Board as attorney-in-fact for the Unit Owners, coupled with an interest, and the Condominium Board is hereby authorized by such Unit Owners so to act as their attorney-in-fact. Subject to the rights of Sponsor, under Articles 9,10,11,12,13,14 and 15 of this Declaration, Articles 9,10,11,12,13,14 and 15 of this Declaration may not be amended, modified, added to or deleted unless (in addition to the consent, if required, of the Mortgage Representatives, if any, as set forth above) 80% in number and in Common Interest of all Unit Owners affected thereby, approve such amendment, modification, addition or deletion in the manner set forth above.

18.2 Sponsor shall have the right, at its sole cost and expense and without the vote or consent of any other Unit Owners, the Condominium Board, or the Mortgage Representatives (if any), to execute, acknowledge and record (or, at Sponsor's sole option, to require the Condominium Board or any other Unit Owners to execute, acknowledge and record) in the Register's Office and elsewhere, if required by Law, one or more amendments to this Declaration (including, Exhibit B hereto), together with such documents, plans and maps as Sponsor deems appropriate to effectuate the same:

(i) to reflect any changes in Unsold Units and/or the reapportionment of the Common interest of the affected Unsold Units resulting therefrom made by Sponsor in accordance with the terms of Article 12 hereof; or

(ii) required by (a) an Institutional Lender designated by Sponsor to make a loan secured by a mortgage on any Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Sponsor to insure title to any Unit,

provided, however, that any amendment made pursuant to the terms of subparagraph (i) or (ii) of this Section shall not (1) change the Common Interest of any Unit other than a Unit owned by Sponsor, or (2) require a physical modification of any Unit other than a Unit owned by Sponsor, or (3) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an Institutional Lender unless the owner of such affected Unit (in the event described in subparagraph (1) or (2) of this Section) or the holder of such mortgage (in the event described in subparagraph (3) of this Section) shall consent thereto by joining in the execution of such amendment, or (4) adversely affect the long term leasehold interest of CVS, a memorandum of which has been previously recorded against the Property.

18.3 Intentionally omitted

18.4 Intentionally omitted

18.5 Notwithstanding anything contained in the Condominium Documents to the contrary, but subject to any limitation imposed by the Condominium Act, no amendment to the Condominium Documents shall be adopted for so long as Sponsor owns any Unit if the same would (i) unreasonably interfere with the sale, lease, or other disposition of a Unit owned by Sponsor, (ii) abridge, modify, suspend, eliminate, or otherwise affect any right, power, easement, privilege, or benefit granted to Sponsor, or (iii) impose any discriminatory charge or fee against Sponsor.

18.6 The provisions of this Article may not be modified, amended, added to or deleted, in whole or in part, without the consent of Sponsor if the same relate to Sponsor.

ARTICLE 19 CONSENTS BY SPONSOR

When the consent, approval, satisfaction, or permission of Sponsor is required under this Declaration or the By-laws, such consent, approval, satisfaction, or permission shall not be required when Sponsor no longer owns any Units.

ARTICLE 20 PERSON TO RECEIVE SERVICE

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

ARTICLE 21
INCORPORATION BY REFERENCE

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

ARTICLE 22
WAIVER

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

ARTICLE 23
SEVERABILITY

Subject to the provisions of Section 17.2 and 17.3 of Article 17 hereof, if any provision of the Condominium Documents is invalid or unenforceable as against any Person or under certain circumstances, the remainder of the Condominium Documents and the applicability of such provision to other Persons or circumstances shall not be affected thereby. Each provision of the Condominium Documents shall, except as otherwise herein provided, be valid and enforced to the fullest extent permitted by Law. Any conflict between any provisions of the Condominium Documents and the Condominium Act, or any questions regarding the interpretation of any of the Condominium Documents, shall be governed by the Condominium Act.

ARTICLE 24
SUCCESSORS AND ASSIGNS

The rights and/or obligations of Sponsor as set forth herein shall inure to the benefit of and be binding upon any successor or assign or designee of Sponsor or, with the consent of Sponsor, any transferee of all then Unsold Units. Sponsor shall have the right, at any time, in its sole discretion, to assign or otherwise transfer its respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

ARTICLE 25
CAPTIONS

ARTICLE 24
SUCCESSORS AND ASSIGNS

The rights and/or obligations of Sponsor as set forth herein shall inure to the benefit of and be binding upon any successor or assign or designee of Sponsor or, with the consent of Sponsor, any transferee of all then Unsold Units. Sponsor shall have the right, at any time, in its sole discretion, to assign or otherwise transfer its respective interests herein, whether by sale, merger, consolidation, lease, assignment or otherwise.

ARTICLE 25
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.

ARTICLE 26
CERTAIN REFERENCES

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

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

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

IN WITNESS WHEREOF, Sponsor has caused this Declaration to be executed as of the 15th day of July 2018.

SPONSOR:

CENTURY REALTY 2013 LLC

By: 

SPONSOR'S PRINCIPALS

State of New York
County of New York

State of New York, County of ~~Kings~~ ss:

On the 15th day of July 2018, before me, the undersigned, a Notary Public in and for said State, personally appeared Am X in Xiang, personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signature on the instrument, the individual or the persons upon behalf of which in the individuals acted, executed the instrument.

Steven T Ho
Notary Public

STEVEN T HO
NOTARY PUBLIC-STATE OF NEW YORK
No. 01HO6233947
Qualified in Queens County
My Commission Expires January 03, 2019

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EXHIBIT A
DESCRIPTION OF THE LAND

Chicago Title Insurance Company

Title Number: LL-5760-13-K

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SCHEDULE A DESCRIPTION

LOT 65

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, known and described as 127 & 128 in Block 6766 on a certain plan of lots called "Kings Oaks", surveyed for Wood Harmon Real Estate Association by Samuel A. McElroy, August 28, 1899 and filed 01/29/1902, and more particularly bounded and described as follows:

BEGINNING at a point on the easterly side of East 19th Street, distant 100 feet northerly from the corner formed by the intersection of the easterly side of East 19th Street with northerly side of Avenue P;

RUNNING THENCE easterly parallel with Avenue P, 100 feet;

THENCE northerly parallel with East 19th Street, 40 feet;

THENCE westerly parallel with Avenue P, 100 feet, to the easterly side of East 19th Street;

THENCE southerly along the easterly side of East 19th Street, 40 feet, to the point or place or BEGINNING.

LOT 67

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, known and designated as Lots 125 and 126 in Block 6766 on a certain plan of Lots called "King's Oaks" survey for Wood-Harmon Real Estate Association, August 1899, by Samuel H. McElroy, Civil Engineer, and filed in the Register's Office of Kings County, January 29, 1902, as Map No. 1385, which said lots according to said map are bounded and described as follows:

BEGINNING at a point on the easterly side of East 19th Street, distant 140 feet northerly from the corner formed by the intersection of the easterly side of East 19th Street with the northerly side of Avenue P;

RUNNING THENCE easterly parallel with Avenue P, 100 feet;

THENCE northerly parallel with East 19th Street, 40 feet;

THENCE westerly parallel with Avenue P, 100 feet, to the easterly side of East 19th Street;

THENCE southerly along the easterly side of East 19th Street, 40 feet, to the point or place of BEGINNING.

Chicago Title Insurance Company

Title Number: LL-5760-13-K

Page 2

LOT 69

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, known and designated on a certain map entitled "Map of Kings Oaks", situate in the City of New York, Borough of Brooklyn, 31st Ward, surveyed for Wood Harmon Real Estate Association, August 22, 1899, by Samuel McElroy, C.E. & C.S. and filed as Map No. 1385 in Register's Office of Kings County on January 29, 1902, as and by the Lot no. 123 and 124 in Block 6766, which said lots when taken together are bounded and described as follows:

BEGINNING at a point on the easterly side of East 19th Street, distant 180 feet northerly from the corner formed by the intersection of the easterly side of East 19th Street with northerly side of Avenue P;

RUNNING THENCE easterly parallel with Avenue P, 100 feet;

THENCE northerly parallel with East 19th Street, 40 feet;

THENCE westerly parallel with Avenue P, 100 feet, to the easterly side of East 19th Street;

THENCE southerly along the easterly side of East 19th Street, 40 feet, to the point or place or BEGINNING.

LOT 71

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

BEGINNING at a point on the easterly side of East 19th Street, distant 220 feet north of the northeasterly corner of East 19th Street and Avenue P;

RUNNING THENCE easterly parallel with Avenue P, 100 feet;

THENCE northerly parallel with East 19th Street, 40 feet;

THENCE westerly, and again parallel with Avenue P, 100 feet, to the easterly side of East 19th Street;

THENCE southerly along the easterly side of East 19th Street, 40 feet, to the point or place or BEGINNING.

TOGETHER with the benefits of that certain easement for light and air contained in Zoning Lot Development and Easement Agreement in CRFN 2007000492551.

LOT 146

ALL that certain plot, piece or parcel of land, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, more particularly designated on the Tax

Chicago Title Insurance Company

Title Number: **LL-5760-13-K**

Page **3**

Map of the City of New York for the Borough of Brooklyn as said map was on the 19th day of
Map, 1952. Block 6766 Lot 146.

EXHIBIT B

DESCRIPTION OF THE UNITS

EXHIBIT B
THE MIDWOOD GARDEN TOWER CONDOMINIUM
1587 E. 19 STREET, BROOKLYN NY 11230
BLOCK: 6766; F.K.A. LOT 65; N.K.A. LOTS 1301-1413

Unit Number	Unit Type/ # Bedrooms / Baths	Tax Lot Number	Location	Square Footage	Limited Common Area Description	Limited Common Square Footage	Percentage of Common Interest
1A	2/1.5	1302	1 ST FLOOR	874			1.0192%
1B	2/1.5	1303	1 ST FLOOR	844			0.9843%
1C	2/1.5	1304	1 ST FLOOR	826			0.9633%
1D	3/2.0	1305	1 ST FLOOR	954			1.1125%
1E	1/1.0	1306	1 ST FLOOR	784			0.9143%
1F	1/1.0	1307	1 ST FLOOR	459			0.5353%
1G	1/1.0	1308	1 ST FLOOR	544			0.6344%
1H	1/1.0	1309	1 ST FLOOR	591			0.6892%
1I	2/1.5	1310	1 ST FLOOR	984			1.1475%
2A	2/1.5	1311	2 ND FLOOR	873			1.1483%
2B	2/1.5	1312	2 ND FLOOR	816			1.0965%
2C	2/1.5	1313	2 ND FLOOR	938			1.2576%
2D	2/1.5	1314	2 ND FLOOR	756			1.0099%
2E	3/2.0	1315	2 ND FLOOR	1,111			1.4782%
2F	1/1.0	1316	2 ND FLOOR	720			0.9570%
2G	2/2.0	1317	2 ND FLOOR	807			1.0988%
2H	1/1.0	1318	2 ND FLOOR	648			0.8777%
2I	2/1.0	1319	2 ND FLOOR	794			1.0674%
2J	1/1.0	1320	2 ND FLOOR	538			0.7260%
2K	2/1.5	1321	2 ND FLOOR	985			1.2950%
3A	2/1.5	1322	3RD FLOOR	874	BALCONY	40	1.2526%
3B	2/1.5	1323	3RD FLOOR	816	BALCONY	40	1.1961%
3C	2/1.5	1324	3RD FLOOR	941	BALCONY	40	1.3722%
3D	2/1.5	1325	3RD FLOOR	758	BALCONY	40	1.1224%
3E	3/2.0	1326	3RD FLOOR	1,110	BALCONY	40	1.6299%
3F	1/1.0	1327	3RD FLOOR	718	BALCONY	50	1.0439%
3G	2/2.0	1328	3RD FLOOR	812	BALCONY	18	1.2074%
3H	2/1.5	1329	3RD FLOOR	834	BALCONY	18	1.2349%
3I	2/1.5	1330	3RD FLOOR	772	BALCONY	18	1.1276%
3J	2/1.5	1331	3RD FLOOR	869	BALCONY	18	1.2749%
3K	2/1.5	1332	3RD FLOOR	987	BALCONY	50	1.4167%
4A	2/1.5	1333	4TH FLOOR	874	BALCONY	40	1.2526%
4B	2/1.5	1334	4TH FLOOR	816	BALCONY	40	1.1961%
4C	2/1.5	1335	4TH FLOOR	941	BALCONY	40	1.3722%
4D	2/1.5	1336	4TH FLOOR	758	BALCONY	40	1.1224%
4E	3/2.0	1337	4TH FLOOR	1,110	BALCONY	40	1.6299%
4F	1/1.0	1338	4TH FLOOR	718	BALCONY	50	1.0439%
4G	2/2.0	1339	4TH FLOOR	812	BALCONY	18	1.2074%
4H	2/1.5	1340	4TH FLOOR	834	BALCONY	18	1.2349%
4I	2/1.5	1341	4TH FLOOR	772	BALCONY	18	1.1276%
4J	2/1.5	1342	4TH FLOOR	869	BALCONY	18	1.2749%
4K	2/1.5	1343	4TH FLOOR	987	BALCONY	50	1.4167%
5A	2/1.5	1344	5TH FLOOR	874	BALCONY	40	1.2526%
5B	2/1.5	1345	5TH FLOOR	816	BALCONY	40	1.1961%
5C	2/1.5	1346	5TH FLOOR	941	BALCONY	40	1.3722%
5D	2/1.5	1347	5TH FLOOR	758	BALCONY	40	1.1224%
5E	3/2.0	1348	5TH FLOOR	1,110	BALCONY	40	1.6299%
5F	1/1.0	1349	5TH FLOOR	718	BALCONY	50	1.0439%
5G	2/2.0	1350	5TH FLOOR	812	BALCONY	18	1.2074%
5H	2/1.5	1351	5TH FLOOR	834	BALCONY	18	1.2349%
5I	2/1.5	1352	5TH FLOOR	772	BALCONY	18	1.1276%
5J	2/1.5	1353	5TH FLOOR	869	BALCONY	18	1.2749%
5K	2/1.5	1354	5TH FLOOR	987	BALCONY	50	1.4167%
6A	2/1.5	1355	6TH FLOOR	874	BALCONY	40	1.2526%
6B	2/1.5	1356	6TH FLOOR	816	BALCONY	40	1.1961%
6C	2/1.5	1357	6TH FLOOR	941	BALCONY	40	1.3722%
6D	2/1.5	1358	6TH FLOOR	758	BALCONY	40	1.1224%
6E	3/2.0	1359	6TH FLOOR	1,110	BALCONY	40	1.6299%
6F	1/1.0	1360	6TH FLOOR	718	BALCONY	50	1.0439%
6G	2/2.0	1361	6TH FLOOR	812	BALCONY	18	1.2074%

Unit Number	Unit Type/ # Bedrooms / Baths	Tax Lot Number	Location	Square Footage	Limited Common Area Description	Limited Common Square Footage	Percentage of Common Interest
6H	2/1.5	1362	6TH FLOOR	834	BALCONY	18	1.2349%
6I	2/1.5	1363	6TH FLOOR	772	BALCONY	18	1.1276%
6J	2/1.5	1364	6TH FLOOR	869	BALCONY	18	1.2749%
6K	2/1.5	1365	6TH FLOOR	987	BALCONY	50	1.4167%
7A	2/2.0	1366	7 TH FLOOR	933	ROOF	358	1.4651%
7B	1/1.0	1367	7 TH FLOOR	555	ROOF	229	0.9026%
7C	2/1.0	1368	7 TH FLOOR	648	ROOF	130	0.9811%
7D	2/1.0	1369	7 TH FLOOR	628	BALCONY	40	0.9759%
7E	2/1.0	1370	7 TH FLOOR	681	ROOF	218	1.0857%
7F	2/1.0	1371	7 TH FLOOR	644	ROOF	348	0.9981%
7G	2/2.0	1372	7 TH FLOOR	782	ROOF	625	1.2244%
7H	2/1.0	1373	7 TH FLOOR	835	BALCONY	18	1.1459%
7I	2/2.0	1374	7 TH FLOOR	866	BALCONY	18	1.3944%
7J	2/1.0	1375	7 TH FLOOR	718	ROOF	190	1.0988%
8A	2/2.0	1376	8 TH FLOOR	933	BALCONY	40	1.4729%
8B	1/1.0	1377	8 TH FLOOR	555	BALCONY	40	0.8241%
8C	2/1.0	1378	8 TH FLOOR	648	BALCONY	48	0.9811%
8D	2/1.0	1379	8 TH FLOOR	628	BALCONY	40	0.9759%
8E	2/1.0	1380	8 TH FLOOR	681	BALCONY	40	1.0857%
8F	2/1.0	1381	8 TH FLOOR	644	BALCONY	50	0.9981%
8G	2/2.0	1382	8 TH FLOOR	782	BALCONY	50	1.2244%
8H	2/1.0	1383	8 TH FLOOR	835	BALCONY	18	1.3474%
8I	2/2.0	1384	8 TH FLOOR	866	BALCONY	18	1.3931%
8J	2/1.0	1385	8 TH FLOOR	718	N/A	0	1.0988%
Residential Units Sub-Totals:							
84				68390		4006	98.20%
P1		1386	CELLAR FLOOR	153			0.0400%
P2		1387	CELLAR FLOOR	153			0.0400%
P3		1388	CELLAR FLOOR	153			0.0400%
P4		1389	CELLAR FLOOR	153			0.0400%
P5		1390	CELLAR FLOOR	153			0.0400%
P6		1391	CELLAR FLOOR	153			0.0400%
P7		1392	CELLAR FLOOR	153			0.0400%
P8		1393	CELLAR FLOOR	153			0.0400%
P9		1394	CELLAR FLOOR	153			0.0400%
P10		1395	CELLAR FLOOR	153			0.0400%
P11		1396	CELLAR FLOOR	153			0.0400%
P12		1397	CELLAR FLOOR	153			0.0400%
P13		1398	CELLAR FLOOR	153			0.0400%
P14		1399	CELLAR FLOOR	153			0.0400%
P15		1400	CELLAR FLOOR	153			0.0400%
P16		1401	CELLAR FLOOR	153			0.0400%
P17		1402	CELLAR FLOOR	153			0.0400%
P18		1403	CELLAR FLOOR	153			0.0400%
P19		1404	CELLAR FLOOR	153			0.0400%
P20		1405	CELLAR FLOOR	153			0.0400%
P21		1406	CELLAR FLOOR	153			0.0400%
P22		1407	CELLAR FLOOR	153			0.0400%
P23		1408	CELLAR FLOOR	153			0.0400%
P24		1409	CELLAR FLOOR	153			0.0400%
P25		1410	CELLAR FLOOR	153			0.0400%
P26		1411	CELLAR FLOOR	153			0.0400%
P27	handicap	1412	CELLAR FLOOR	153			0.0400%
P28		1413	CELLAR FLOOR	153			0.0400%
Parking Units Sub-Totals:							
28				4284		0	1.12%
Parking Garage							
PG		1301	1ST FLOOR	2601		0	0.6800%
Total: 113				75,275		4,006	100.00%

EXHIBIT C

DEFINITIONS

For convenience of presentation, general definitions of certain of the terms used in the Plan are set forth below, which definitions are subject in most cases to the more particular definitions of such terms set forth in the Declaration, the By-laws and the Condominium Act. They include the following:

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

"Building" shall mean the Building known as MIDWOOD GARDEN TOWER CONDOMINIUM and located at 1587 East 19 Street, Brooklyn NY 11230, at which the Units of the Condominium will be located.

"Buildings Department" shall mean the Department of Buildings of The City of New York or any successor agency.

"By-laws" shall mean the By-laws governing the operations of the Condominium, which are set forth as Exhibit D to the Declaration, as the same may be amended from time to time.

"Closing of Title" or "Closing" shall mean the date upon which, among other things, a Unit and its appurtenant Common Interest is conveyed to a Purchaser by the delivery by Sponsor to a Purchaser of a deed upon payment by a Purchaser to Sponsor of the balance of the purchase price for the Unit.

"Common Charges" shall mean the charges allocated and assessed by the Condominium Board to the Unit Owners, pro-rata in accordance with their respective Common Interests (except as otherwise provided in the Declaration or in the By-laws or in the First Year's Budget) to meet the Common Expenses.

"Common Elements" shall mean the Property, other than the Units themselves, being comprised of the General Common Elements, Residential Common Elements and the Limited Residential Common Elements.

"Common Expenses" shall mean all costs and expenses to be incurred generally by the Unit Owners pursuant to the Declaration and/or the By-laws in connection with: (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the Common Elements; (ii) the establishment and/or maintenance of a general operating reserve, or a reserve fund for working capital, for replacements with respect to the Common Elements, or to make up any deficit in the Common Charges for any prior year(s); and

(iii) generally, the conduct of the affairs of the Condominium. Common Expenses shall be either General Common Expenses attributable to all Unit Owners or Residential Common Expenses attributable to Residential Unit Owners only.

"Common Interest" shall mean the proportionate undivided interest, expressed as a numerical percentage, in the Common Elements appurtenant to each Unit, as determined in accordance with the Declaration. The total of all Common Interest percentages appurtenant to all Units equals 100%. The Common Interest attributable to each Unit is set forth on Exhibit B annexed to the Declaration.

"Condominium" shall mean "MIDWOOD GARDEN TOWER CONDOMINIUM" which was established pursuant to the terms of the Declaration and which is governed pursuant to the terms of the By-laws.

"Condominium Act" shall mean the New York Condominium Act, as amended from time to time, and presently found in the New York Real Property Law, Article 9-B.

"Condominium Board" shall mean the board of managers of the Condominium who will manage the affairs of the Condominium.

"Declaration" shall mean the instrument creating the Condominium, as the same may be amended from time to time.

"Deposit" shall mean all deposits, down payments, advances or payments made by Purchasers prior to the closing of each individual transaction.

"Effective Date" shall mean the date upon which Sponsor has declared the Plan effective pursuant to the provisions of the General Business Law.

"Facilities" shall mean all personal property and fixtures now or hereafter existing in, on, or under the Land or the Building and either existing for the common use of the Units or the Unit Owners or necessary or convenient for the existence, maintenance, or safety of the Property.

"Filing Date" shall mean the date a letter is issued by the Department of Law accepting the Plan or an amendment to the Plan, as the case may be, for filing.

"First Closing" shall mean the Closing of Title with respect to the first Residential Unit to be conveyed to a Purchaser pursuant to the terms of the Plan.

"First Year's Budget" shall mean the Section of the Plan entitled "Schedule B - First Year's Budget". First Year's Budget is sometimes referred to herein as "Schedule B".

"Floor Plans" shall mean the floor plans of the Units certified by a professional engineer or licensed architect, filed in the Register's Office simultaneously with the recording of the Declaration, together with any supplemental floor plans thereto.

"Force Majeure" shall mean delays caused by weather, casualty, labor, difficulties, (including work stoppages and strikes), late delivery or inability to obtain materials, government restrictions or other events beyond Sponsor's reasonable control.

"General Common Elements" shall mean those certain portions of the Property (other than the Units), as well as those Facilities therein, either existing for the common use of the Units or the Unit Owners or necessary for, or convenient to, the existence, maintenance, or safety of the Property, as more particularly described in the Declaration.

"General Common Expenses" shall mean all costs and expenses to be incurred generally by the Unit Owners pursuant to the Declaration and/or By-laws in connection with (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the General Common Elements; or (ii) the establishment and/or maintenance of a general operating reserve fund for working capital, for replacements with respect to the General Common Elements.

"Initial Control Period" shall mean the period ending on the earlier of: (i) the closing of title with purchasers under the Plan to Residential Units having at least 90% of the aggregate Common Interest appertaining to all Residential Units, or (ii) 2 years after the First Closing.

"Land" shall mean the land located in the Borough of Brooklyn, County of Kings on the Tax Map of the Tax Map Unit, Property Division of The City of New York as Block 6766, Lot 65 and more particularly described in Exhibit A to the Declaration.

"Law" shall mean the laws and ordinances of any or all of the Federal, New York State, New York City, County and Borough governments, the rules, regulations, orders and directives of any or all departments, subdivisions, bureaus, agencies, or offices thereof or of any other governmental, public or quasi-public authorities having jurisdiction over the Property and/or the Condominium and/or the direction of any public officer pursuant to law.

"Limited Residential Common Elements" shall mean those portions of the Property (other than the Units) existing for the use and enjoyment of certain Residential Unit Owners or one or more specified Residential Units to the exclusion of all other Unit Owners, as more particularly described in the Declaration.

"Managing Agent" shall mean the managing agent or manager named in the Plan or any successor managing agent at the time in question.

"Parking Garage Unit" shall mean the attended, 17 tandem parking spaces at the street level of the building. Sometimes the Parking Garage Unit is included in the definition of Parking Unit.

"Parking Unit" shall mean the 28 unattended parking units at the cellar floor level of the building together with their common interest and designated as the Parking Units in the Declaration together with its Common Interest.

"Permitted Encumbrances" shall mean those matters encumbering title to a Unit subject to which a Purchaser agrees to take title, as more particularly described on Schedule A annexed to the form of Purchase Agreement.

"Permitted Mortgage" shall mean a first mortgage permitted to be placed upon a Unit pursuant to the provisions of the By-laws.

"Plans and Specifications" shall mean the plans and specifications for the construction of the Building which (to the extent required by Law) have been or will be filed with the Department of Buildings and which may from time to time be amended in accordance with the provisions of the Plan.

"Presentation Date" shall mean the date on which the Plan or an amendment thereto, as the case may be, is personally delivered or the 5th day after mailing to prospective Purchasers and Unit Owners following acceptance of the Plan or an amendment thereto for filing with the Department of Law.

"Property" shall mean the Land, the Building (and any structures attached thereto), all the improvements erected or to be erected on the Land, all easements, rights and appurtenances pertaining thereto and all other property, real, personal, or mixed, used or intended to be used in connection therewith.

"Purchase Agreement" shall mean the agreement to purchase a Unit the form of which is set forth in Part II of the Plan.

"Purchaser" shall mean a purchaser of a Unit under a Purchase Agreement.

"Register's Office" shall mean the Kings County Office of the Register of The City of New York.

"Residential Common Elements" shall mean those portions of the Common Elements which are available for common use by all Residential Unit Owners.

"Residential Common Expenses" shall mean all costs and expenses to be incurred generally by the Residential Unit Owners pursuant to the Declaration and/or By-laws in connection with (i) the repair, maintenance, replacement, restoration and operation of, and any alteration, addition, or improvement to, the Residential Common Elements and/or the Limited Residential Common Elements; or (ii) the establishment and/or maintenance of a operating reserve fund for working capital, for replacements with respect to the Residential Common Elements and/or Limited Residential Common Elements.

"Residential Unit" shall mean any space designated as a Residential Unit in the Declaration together with its Common Interest and Residential Common Interest. All such Residential Units, are collectively, referred to as the "Residential Units".

"Residential Common Interest" shall mean the proportionate undivided interest, expressed as a numerical percentage, of each Residential Unit Owner in the Residential Common Elements. The total of all Residential Common Interest percentages appurtenant to all Residential Units equals 100%. The Residential Common Interests are the basis for determining a Residential Unit Owner's liability for his share of the Residential Common Expense. The Residential Common Interest attributable to each Residential Unit is set forth on Exhibit B annexed to the Declaration.

"Rules and Regulations" shall mean the rules and regulations made in accordance with the By-laws.

"Sales Office" shall mean the sales office for the Sponsor or Selling Agent, at a location to be designated by either Sponsor or Selling Agent from time to time. The Sales Office will initially be located on the second floor of the Property.

"Schedule A" shall mean the Section of the Plan entitled "Schedule A - Purchase Prices and Related Information".

"Schedule B" shall mean the Section of the Plan entitled "Schedule B - First Year's Budget". Schedule B is sometimes referred to herein as the "First Year's Budget".

"Schedule B-1" shall mean the section of the Plan entitled "Schedule B-1 for Individual Energy Costs".

"Selling Agent" shall mean the selling agent named in the Plan or any successor selling agent at the time in question.

"Sponsor" shall mean Century Realty 2013 LLC and any of their designees, successors, assigns, officers, directors, shareholders, members, principals or affiliates.

"Superintendent's Unit" shall mean any space designated as the Superintendent's Unit in the Declaration, together with its Common Interest.

"Terrace" shall mean a terrace or balcony appurtenant to a Unit. All such terraces, or balconies are, collectively, referred to as the "Terraces".

"Unit" shall mean any space designated as a Unit in the Declaration together with its Common Interest. All such Units, are collectively, referred to as the "Units".

"Unit Owner" shall mean any owner of a Unit. All such owners of Units are, collectively, referred to as "Unit Owners".

"Unsold Unit" shall mean any Unit owned or retained, by way of lease or any other arrangement by which management and/or financial responsibility is retained, by Sponsor at the time in question. All such Unsold Units are, collectively, referred to as the "Unsold Units".