

**SIXTH AMENDMENT TO THE DECLARATION AND BY-LAWS OF
THE 633 THIRD AVENUE CONDOMINIUM
633 THIRD AVENUE
NEW YORK, NEW YORK**

The Declaration and By-Laws of The 633 Third Avenue Condominium, dated February 22, 1995 and recorded in the New York City Register's Office (the "Register's Office") on March 9, 1995 in Reel 2189, Page 0766 (the "Original Declaration"), as amended by that certain First Amendment to the Original Declaration and By-Laws dated August 8, 1995 and recorded in the Register's Office on September 14, 1995 in Reel 2243, Page 1131 (the "First Amendment"), that Second Amendment to the Original Declaration and By-Laws dated October 11, 1995 and recorded in the Register's Office on November 28, 1995, 1995 in Reel 2266, Page 37 (the "Second Amendment"), that Third Amendment to the Original Declaration and By-Laws dated December 14, 1995 and recorded in the Register's Office on December 28, 1995 in Reel 2275, Page 2063 (the "Third Amendment"), that Fourth Amendment to the Original Declaration and By-Laws dated December 14, 1995 and recorded in the Register's Office on September 20, 1996 in Reel 2371, Page 1260 (the "Fourth Amendment"), and that Fifth Amendment to the Original Declaration and By-Laws dated December 16, 1998 and recorded in the Register's Office on February 19, 1999 in Reel 2822, Page 0976 (the "Fifth Amendment") is hereby further amended pursuant to Article XIX of the Original Declaration as set forth below. All capitalized terms used in this Sixth Amendment and not defined herein shall have the meanings ascribed to them in Schedule C of the Original Declaration as amended, unless the context otherwise requires. References in this Sixth Amendment to the "Declaration" shall be deemed to refer to the Original Declaration, and references to the "By-Laws" shall be deemed to refer to the By-Laws which are part of the Original Declaration, each as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and this Sixth Amendment.

A. Article XII of the Original Declaration is amended to add the following Section J:

"J. Air Allocation.

The Board of Managers may hire or cause to be hired by the Condominium's managing agent (the "Managing Agent"), an air balancing contractor (the "Contractor"), from time to time, to set the proper air volume (the "Work") by adjusting the air control valve(s) (the "Pressure Reducing Valve") located in the Units, upon reasonable notice (which may be oral) to each such Unit Owner. The term "proper air volume" shall mean the cubic feet per minute per usable square foot ("CFM") allocated to each Unit as set forth in Exhibit A and Exhibit B attached hereto and made a part hereof. Each of the Unit Owners shall pay its proportionate share (based on percentage interest in the Common Elements) of the cost of the Work to the Managing Agent, within ten (10) days of the Managing Agent's request therefor. In the event that there are any remaining or further balancing problems in any Unit after the Work is complete, each such affected Unit Owner shall hire the Contractor or another air balancing contractor (to be approved by the Board of Managers at its sole and absolute discretion (the "Unit Owner's Contractor")) to

balance and make any and all necessary adjustments to the Pressure Reducing Valve (the "Subsequent Work"), which Subsequent Work shall be at such Unit Owner's sole cost and expense. In the event that there are any problems of noise and/or vibration(s) which are caused or created by the Work or the Subsequent Work, the Unit Owner of the Unit causing such noise and/or vibration(s) shall direct the Contractor or the Unit Owner's Contractor to adjust the Pressure Reducing Valve to a position which eliminates such noise and/or vibration(s) and to perform all necessary work to maintain the proper air volume at that Unit Owner's sole cost and expense. Any work that is required to gain access to the Pressure Reducing Valve or to perform the Work or the Subsequent Work, including, without limitation, patching, repairs, painting and finishing shall be at such Unit Owners' sole cost and expense. Each Unit Owner shall, at its sole cost and expense, provide adequate access to the Pressure Reducing Valve, as determined by the Condominium's engineers, located in its Unit (i.e., so-called "access doors")."

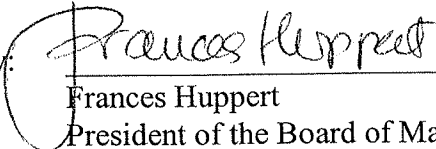
B. Section 15 of Article V of the By-Laws of the Original Declaration is amended to add the following subsection (m):

"(m) Each Unit Owner shall authorize the Managing Agent to obtain any and all billing information from such Unit Owner's utility company and each Unit Owner shall cooperate with the Managing Agent in obtaining such information. In the event the Permitted Electrical Demand Load or Maximum Distribution Capacity for a particular Unit exceeds the amounts allowed under the Declaration and By-Laws for a significant period of time, as determined by the Condominium's engineers, such Unit Owner shall cooperate with the Managing Agent to take all necessary action to reduce such Unit's electrical usage to comply with Section 15 of Article V of the By-Laws of the Declaration and all applicable provisions of the Declaration and By-Laws."

C. Except as modified hereby, the terms and conditions of the Original Declaration and the By-Laws which are a part of the Original Declaration, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment and the Fifth Amendment, remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the Board of Managers has caused this Sixth Amendment to the Declaration to be dated as of April 28, 2000.

THE BOARD OF MANAGERS OF
THE 633 THIRD AVENUE CONDOMINIUM

By: 

Frances Huppert
President of the Board of Managers of The
633 Third Avenue Condominium

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

On this 25th day of January, in the year 2001, before me, the undersigned, personally appeared Frances Huppert, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

MICHAEL J. RHEE
Notary Public, State of New York
No. 02RH6041610
Qualified in Richmond County
Commission Expires May 8, 2002

SIXTH AMENDMENT TO THE DECLARATION

Establishing a Plan for Condominium Ownership of the Premises known as and by the street number 633 Third Avenue, New York, New York, pursuant to Article 9B of the Real Property Law of the State of New York.

Name of Condominium: The 633 Third Avenue Condominium

Sponsor: The Travelers Insurance Company
 c/o Real Estate Investments
 388 Greenwich Street
 New York, New York 10013

Date of Declaration: February 22, 1995

Date of this Amendment: As of April 28, 2000

The Land affected by the within instrument lies in Block 1314, on the Tax Map of the Borough of Manhattan, City, County and State of New York.

F/R/A: Lot 9 N/K/A: Lots	Tax Lot	Unit Designation	Tax Lot	Unit Designation	Tax Lot	Unit Designation	Tax Lot	Unit Designation	Tax Lot	Unit Designation
	1401	2	1413	14	1425	26	1437	38	1449	C-3
	1402	3	1414	15	1426	27	1438	39	1450	C-4
	1403	4	1415	16	1427	28	1439	41-A	1451	C-5
	1404	5	1416	17	1428	29	1440	SC-1	1452	C-6
	1405	6	1417	18	1429	30	1441	SC-2	1453	C-7
	1406	7	1418	19	1430	31	1442	SC-3	1454	1-A
	1407	8	1419	20	1431	32	1443	SC-4	1455	1-B
	1408	9	1420	21	1432	33	1444	SC-5	1456	1-C
	1409	10	1421	22	1433	34	1445	SC-6	_____	1-D
	1410	11	1422	23	1434	35	1446	SC-7	_____	1-E
	1411	12	1423	24	1435	36	1447	C-1	_____	1-F
	1412	13	1424	25	1436	37	1448	C-2		

RECORD AND RETURN TO:

Arent Fox Kintner Plotkin & Kahn, PLLC
1675 Broadway, 25th Floor
New York, New York 10019-5820
Attention: Marc Rauch, Esq.