

K Y R O U S R E A L T Y G R O U P , I N C .

263 West 38th Street ♦ Suite 15E ♦ New York, NY 10018

Phone: 212.302.1500 ♦ Fax: 212.302.3855

The Lenox Grand Condominium—Purchase Application and Required Documents

The following is a list of the items you are required to submit for the Board to review your application. All of the required documents must be assembled into a complete package of one (1) original and four (4) collated copies and delivered to Kyrous Realty Group, Inc., 263 West 38th Street, Suite 15E, New York, NY 10018.

DO NOT DUPLICATE HOUSE RULES. Please retain the copy included in this package for your information.

Upon receipt of a complete package and after verification of all references, the application will be submitted to the Board of Managers for review.

1. Purchase Application
2. Notice of Intention to Sell Condominium Unit (enclosed)
3. Executed Contract of Sale
4. Financial Statements—(2 months banks statements, checking & savings)
5. Last two (2) year's Income Tax Returns (include W-2's)
6. Signed Credit Report Release Form (enclosed)
7. Letter from current landlord/managing agent verifying status of tenancy
8. Letter from current employer verifying salary, position length of employment and likelihood of continued employment
9. Copy of Loan Application & Commitment Letter
10. Signed House Rules Acknowledgement Form (enclosed)
11. Roof Deck Rules (enclosed)
12. Common Charge Policy (enclosed)
13. Signed and Notarized Power of Attorney form (enclosed)
14. New York City: Window Guard/Lead Paint Notice (enclosed)

Incomplete applications will not be processed. Items missing will only delay the

Managing Agent's review and submission to the Board.

Schedule of Fees—Due with Application

1. **Move-Out Deposit: \$1,000.00** check payable to The Lenox Grand Condominium. This check will be returned to the seller after the move-out is complete. In case of damage to the building, the cost of repairs will deducted from this deposit. This check must be in the form of a certified check or money order.

2. **Move-In Deposit: \$1,000.00** check payable to The Lenox Grand Condominium. This check will be returned to the purchaser after the move-out is complete. In case of damage to the building, the cost of repairs will deducted from this deposit. This check must be in the form of a certified check or money order.

3. **Application Processing Fee: \$475.00** check payable to Kyrous Realty Group, Inc. This check must be in the form of a certified check or money order. This check is non-refundable.

4. Condominium Processing Fee: \$150.00 Check payable to The Lenox Grand Condominium. This check must be in the form of a certified check or money order. This check is non-refundable.
5. Credit Check Fee: (per applicant) \$100.00 Check payable to Kyrous Realty Group, Inc. This Check must be in the form of a certified check or money order. This check is non-refundable.
6. Flip Tax: One and Five percent (1.5%) of purchase Price. Payable by the seller.

Move-in / Move-out policy
(includes delivery of furniture, appliances, wood etc)

Move-in / Move-out

In order to reserve the elevator, all move-ins, move-outs must be scheduled at least one week in advance with the management office.

Move-outs are NOT allowed *in rental units* unless the unit owner provides the property management with written permission.

A \$100 move in/out fee and a \$1000 damage deposit are required at least one week in advance of the complete move in/out and payable to the Lenox Grand Condominium. Only checks or money orders will be accepted.

An inspection of the elevator and hallways will be conducted before and after the move. You will be notified of any damages to the elevator or hallways on the day of the move. If there are no damages, the deposit will be refunded and mailed within two weeks after the move.

If you are using a professional moving company, a certificate of insurance is also required, with evidence of at least \$1,000,000 in general liability coverage and evidence of worker's compensation coverage. The moving company should fax a certificate of insurance in advance of the move to the management office as follows:

The Lenox Grand Condominium (as certificate holder & additional insured)
c/o Kyrous Realty Group
262 West 38th Street – Suite 305
New York, NY 10018

The following needs to be listed as additional insured's on the certificate:

- Unit Owner
- The Lenox Grand Condominium
- Kyrous Realty Group

If you are not using a professional moving company, the unit owner/renter should provide the management company with a copy of their paid up condo/rental insurance policy showing coverage for such a move.

Move ins/outs will only be permitted from Monday through Friday, from 9:00 AM to 5:00 PM. No move ins/outs on national and religious holidays, Saturdays or Sundays.

Deliveries

Deliveries of large items requiring the use of the elevator (for example but not limited to furniture, appliances, wood etc) are permitted Monday through Saturday from 9 AM to 5:00 PM. Deliveries must be scheduled at least 2 days in advance by calling the management office at (212) 302-1500 during normal business hours. If the property manager can arrange to have a super present on premises, the super will check for damage before and after the delivery. If no super can be present for the delivery, the unit owner will not be prevented from receiving his/her delivery. No fee or deposit will be charged for deliveries. But if damage is incurred and is clearly attributed to the delivery, the property manager will charge the costs of repairing the damage back to the unit owner.

KYROUS REALTY GROUP, INC.

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Phone: 212.302.1500 ♦ Fax: 212.302.3855

IMPORTANT NOTICE

Please Read Carefully

Kyrous Realty Group, Inc. realizes that this application contains sensitive personal information. We require the social security number for each applicant (and each other adult occupant of the apartment) on the authorization to obtain Credit Report Information (see Credit Report Release). This is the only place on the application requiring a social security number, but social security numbers may be contained on other documents that you are submitting (e.g. tax returns, contracts of sale). Before submitting these documents, please blacken out or otherwise obliterate the social security number as Kyrous Realty Group, Inc. cannot be responsible for the security of this information if it is included in these documents.

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Applicant Information

Name(s): _____

Phone: _____

SS#: _____

Present

SS#: _____

Address: _____

Apartment to be occupied by:
Applicant(s) Yes No

Years at this address: _____

Occupants _____

Do you own your present residence?

Yes No

Relationship _____

CURRENT EMPLOYER INFORMATION:

Employer: _____

Office Phone: _____

Position: _____

Business

Address: _____

Annual Salary: \$ _____

Nature of Business: _____

Length of Employment: _____

PREVIOUS EMPLOYER INFORMATION:

Employer: _____

Office Phone: _____

Length of Employment: _____

Business

Address: _____

SPOUSE'S EMPLOYER INFORMATION:

Employer: _____

Office Phone: _____

Position: _____

Business

Address: _____

Annual Salary: \$ _____

Length of Employment: _____

Nature of Business: _____

ATTORNEY INFORMATION:

BROKER INFORMATION:

Name: _____

Name: _____

Address: _____

Address: _____

Phone: _____

Application: The Lenox Grand Condominium

-continued

Are there any outstanding judgments against you? Yes No

If Yes, please explain: _____

Do you have any diplomatic immunity or other special status? Yes No

If Yes, please explain: _____

Have you ever declared bankruptcy or are involved in a bankruptcy procedure? Yes No

If Yes, please explain: _____

Does applicant wish to maintain any pets in the apartment, and if so, please specify with full information:

Do you own or rent another residence, and if so, where? _____

PERSONAL & BUSINESS REFERENCES

PERSONAL REFERENCE#1:

Name: _____

Address: _____

Phone: _____

Relationship: _____

PERSONAL REFERENCE#2:

Name: _____

Address: _____

Phone: _____

Relationship: _____

BUSINESS REFERENCES

Name: _____

Address: _____

Phone: _____

Person to verify Applicant's Employment or
Applicant's Supervisor

Name: _____

Address: _____

Phone: _____

FINANCIAL STATEMENT

Name (s) _____
 Address _____

The following is submitted as being a true and accurate statement of the financial condition of the undersigned on the _____ day of _____.

ASSETS			LIABILITIES		
	Applicant	Co-Applicant		Applicant	Co-Applicant
Cash in banks			Notes Payable:		
Money markets Funds			To Banks		
Contract Deposit			To Relative		
Investments: Bonds & Stocks			To Others		
-see schedule			Installment Accounts Payable:		
Investment in Own Business			Automobile		
Accounts and Notes Receivable			Other		
Real Estate Owned - see schedule			Other Accounts Payable		
Automobiles: Year Make			Mortgages Payable on Real		
			Estate - see schedule		
Personal Property & Furniture			Unpaid Real Estate Taxes		
Life Insurance			Unpaid Income Taxes		
Cash Surrender Value			Chattel Mortgages		
Retirement Funds/IRA			Loans on Life Insurance Policies		
401K			(Include Premium Advances)		
KEOGH			Outstanding Credit Card Loans		
Profit Sharing/Pension Plan			Other Debts - Itemize		
Other Assets			TOTAL LIABILITIES		
TOTAL ASSETS			NET WORTH		
COMBINED ASSETS		\$	TOTAL LIABILITIES & NET WORTH		
SOURCE OF INCOME			COMBINED		
	Applicant	Co-Applicant			
Base Salary			CONTINGENT LIABILITIES		
Overtime Wages			As Endorser or Co-maker on Notes		\$
Bonus & Commissions			Allimony Payments (Annual)		\$
Dividends and Interest Income			Child Support		\$
Real Estate Income (Net)			Are you defendant in any legal action?		
Other Income - Itemize			Are there any unsatisfied judgments?		
TOTAL			Have you ever taken bankruptcy? Explain:		
GENERAL INFORMATION					
	Applicant	Co-Applicant			
Personal Bank Accounts at			PROJECTED EXPENSES / MONTHLY		
Savings & Loans Accounts at			Maintenance		
			Apartment Financing		
			Other Mortgages		
			Bank Loans		
Purpose of Loan			Auto Loan		
			TOTAL		

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CREDIT REPORT RELEASE

I (we) hereby authorize Kyrous Realty Group, Inc., on behalf of The Lenox Grand Condominium to request and receive any and all information from any credit bureaus, previous employers, law enforcement agencies, and references.

I (we) will hold harmless and/or release Kyrous Realty Group, Inc. and The Lenox Grand Condominium from any and all claims and liability which may arise now or in the future with regard to the obtaining or the releasing of the above stated information for the purpose of doing credit checks, and criminal activity checks.

Each Applicant and all adults who will reside in the Unit must complete Credit Report Release.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Name: _____

Date of Birth: _____

Social Security #: _____

Age: _____

Address: _____

Employer's Company Name _____

Address: _____

Applicant Signature

Date: _____

*Duplicate for Additional Applicants

Application: The Lenox Grand Condominium

RULES AND REGULATIONS FOR

THE LENOX GRAND CONDOMINIUM

1. Except for the Commercial Units, Units shall be used for residences only, with not more than two (2) adults or one family occupying a Unit at one time, except that any Unit may, in addition, be used for any lawful home occupation (as such term is defined in the New York City Zoning Resolution), provided (i) that such use does not violate zoning regulations or the Certificate of Occupancy for the Building, and (ii) the prior consent of the Board of Managers is obtained or, in the case of initial Purchasers from the Sponsor or its designee, written notice of such use is given to the managing agent. Notwithstanding the foregoing, the Sponsor (or its designee) may, without the permission of the Board of Managers or anyone else, retain ownership of one or more Units for use as models, sales, or business or administration offices and may place signage of any size in any location on the Property, as determined in the sole discretion of the Sponsor (or such designee), in connection with the sale, management or rental of Units in the Condominium.

2. Nothing shall be done or kept in any Unit or the Common Elements which will increase the rate of insurance on the Building, or contents thereof, without the prior written consent of the Board of Managers. If the cost of insurance on the Building is increased because of the use of a Unit, then such insurance cost increase shall be repaid to the Condominium by the Unit Owner whose use has caused the increase, within thirty (30) days after the increased cost has been demanded of the Condominium and written notice has been given by the Board to the Unit Owner. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No Unit Owner or occupant or any of its agents, servants, employees, licensees or visitors shall at any time bring into or keep in its Unit or in the Common Elements any flammable, combustible or explosive fluid, material, chemical or substance. No waste shall be committed in the Common Elements.

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

No radio or television aerial or other similar device shall be erected on the roof, terraces or exterior walls of the Building without obtaining in each instance the written consent of the Board of Managers. Any aerial so installed without such required consent shall be subject to removal without notice at any time.

4. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building without the prior written consent of the Board of Managers.

5. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board of Managers.

6. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to

any portion of the Property, shall be complied with by and at the sole expense of the Unit Owners or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

7. No swill, brine, offensive animal matter, noxious liquid, or other filthy matter of any kind, shall be allowed by any person to fall upon or run into any street, or Common Element or be taken to or put therein.

8. There shall be no obstruction of the Common Elements. The entrances, passages, public halls, elevators, vestibules, corridors, stairways and other areas within the Common Elements shall not be used for any other purpose than that for which they are intended. Nothing shall be stored in the Common Elements without the prior consent of the Board of Managers, except as hereinafter expressly provided.

9. Except in storage areas, if any, designated as such by the Board of Managers, there shall be no playing, lounging, or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements. Storage by Unit Owners in areas designated by the Board of Managers shall be at the Unit Owner's risk.

10. No clothes, sheets, blankets, laundry or any kind or other articles shall be hung out of a Unit or exposed on any part of the Common Elements or Limited Common Elements. The Common Elements and Limited Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials. No rugs or mops shall be shaken or hung from or on any of the windows or doors. No Unit Owner shall sweep or throw or permit to be swept or thrown therefrom any dirt or other substance.

11. Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness and each Unit Owner shall be obligated to maintain and keep in good order and repair the Unit in accordance with the provisions of the By-Laws.

12. The agents of the Board of Managers or the managing agent, and any contractor or worker authorized by the Board of Managers or the managing agent, may enter any Unit at any reasonable hour of the day for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests, provided that such right will be exercised in such a manner as will not unreasonably interfere with the normal use of the Units.

13. If any key or keys are entrusted by a Unit Owner or occupant or by his or her agent, servant, employees, licensee or visitor to any employee of the Board of Managers, whether for such Unit or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board of Managers shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

14. Except for Commercial Units, except to the extent expressly authorized herein or in the By-Laws or the Declaration, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any Unit therein nor shall any Unit be used or rented for transient, hotel or motel purposes. However, the Sponsor (or its designee) shall have the right to place, "For Sale", "For Rent" or "For Lease"

signs on the Condominium Property and on any unsold or unoccupied Units, and to maintain such freestanding and other selling and informational signs as are deemed necessary to sell or lease any Units.

15. Dogs, cats or other common household pets, not to exceed two (2) per Unit, may be kept in Units, subject to the rules and regulations adopted by the Board of Managers, including those pertaining to the size of a pet and the permitted level of noise. In no event will any dog be permitted in any portion of the Common Elements unless carried or on a leash.

16. The Board of Managers or the Managing Agent may retain a pass-key to each Unit. The Unit Owner shall not alter any lock on any door leading to his or her Unit without the written consent of the Board of Managers or the Managing Agent. If such consent is given, the Board of Managers or the Managing Agent shall be provided with a key.

17. Residents shall not make or permit any disturbing noises in the Building that unreasonably interfere with the rights, comfort or convenience of other residents. In particular, but without limiting the general force of the preceding sentence, no musical instrument, stereo, television, or exercise equipment shall be used, nor shall a resident vocalize, between the hours of 10:00 PM and 8:00 AM at a level that might reasonably be expected to annoy other residents. No construction or repair work or other installation involving noise shall be conducted in any Unit except on weekdays (other than holidays) between the hours of 9:00 AM and 4:00 PM.

18. No Unit Owner shall install any plantings or any other objects on any terrace or roof without prior written approval of the Board of Managers of the Condominium. Notwithstanding the preceding limitations, the owner of the 7th floor terraces may install any flooring, structures, planters or other alterations on the exterior Limited Common Elements appurtenant to his units that are legally allowed, subject to prior written approval of the Board of Managers of the Condominium. Plantings shall be contained in boxes constructed of rot resistant wood species, plastic, or other durable lightweight materials. Nonferrous fasteners shall be used. The planter shall have suitable weep holes to draw off water and be filled with a mix of perlite and topsoil and not weigh more than 50 pounds per cubic foot saturated. It shall be the responsibility of the Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Planters shall be placed so as not to create weight in excess of 30 pounds per square foot over any area of 30 square feet or more. No planter shall rest directly on the terrace or roof surface and shall be placed on bearing blocks of stone or concrete. Planters shall be constructed so as to be self-supporting and shall not be placed closer than 10" to any wall or parapet or to each other. No planter shall block access or egress from or to any area of roof or terrace. Planters shall not be placed on or hung from any raised structure, penthouse, wall, roof, railing, or parapet. The use of a surface on top of the permanent paving, such as indoor-outdoor carpeting or mats, impedes the flow of water to the terrace drains and is not permitted. Sheds and other temporary or permanent structures are not permitted on the roofs, balconies, or terraces. The weight of furnishings or decorative items shall not exceed 65 pounds per square foot of base area. Any damage caused to the Building or any portion thereof as a result of the placement of the planter shall be repaired at the sole cost and expense of the Unit Owner.

19. Unit Owners shall, at their sole cost and expense, comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards regarding the collection, sorting, separation, recycling and disposal of waste products, garbage refuse and trash (including, without limitation, medical, regulated or other hazardous waste). Unit Owners shall sort and separate such waste products,

garbage, refuse and trash into such categories as provided by law, and in accordance with the rules and regulations adopted by the Board of Managers of the Condominium for the sorting and separating of such designated recyclable materials. Unit Owners shall comply with the requirement to rinse recyclable bottles and containers before placing them in the designated receptacles, in accordance with all applicable law and regulations. The Board reserves the right, where permitted by law, to refuse to collect or accept from Unit Owners any waste products, garbage, refuse or trash which is not separated and sorted as required by law. Unit Owners shall pay all costs, expenses, fines, penalties or damages which may be imposed on the Board of Managers, the Sponsor or any Unit Owner by reason of the Unit Owner's failure to comply with these provisions and, at the Unit Owner's sole cost and expense, the Unit Owner shall indemnify, defend and hold harmless the Board of Managers, the Sponsor and the other Unit Owners (including legal fees and disbursements) from and against any actions, claims and suits arising from the Unit Owner's noncompliance, utilizing counsel reasonably satisfactory to the Board or the Sponsor, as the case may be, if said party so elects. The Unit owner shall be liable to the Board of Managers for any costs, expenses or disbursements, including legal fees, which may be incurred by the Board in the commencement and/or prosecution of any action or proceedings by the Board against the Unit Owner, predicated upon the Unit Owner's breach of this paragraph. Unit Owners are advised that local regulations governing recycling make Unit Owners liable for non-compliance.

20. Unit Owners will faithfully observe the procedures established from time to time by the Board of Managers or the Managing Agent with respect to services provided and management of the Building.

21. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Managers.

22. The privacy of all residents shall be guarded by all residents, owners, tenants, guests, domestic help, and any other individuals in the building. No resident, owner, tenant, guest, household worker, or any other individual in the building shall place themselves or any equipment in any manner so as to view or "spy" into any other Unit or Limited Common Element. No private manner observed shall be broadcast in any form, whether photographic, electronic, audio, or otherwise.

KYROUS REALTY GROUP, INC.

263 West 38th Street ♦ Suite 15E ♦ New York, NY 10018

Phone: 212.302.1500 ♦ Fax: 212.302.3855

The Lenox Grand Condominium—Letter to Board of Managers

The Board of Managers
The Lenox Grand Condominium
381 Lenox Avenue
New York, NY 10027

Re: The Lenox Grand Condominium
 Unit #: _____

Dear Board of Directors:

I (We) have received, read, understand and agree to abide by the House Rules for
The Lenox Grand Condominium.

Signature of Applicant

Date

Signature of Applicant

Date

THE LENOX GRAND CONDOMINIUM

381 Lenox Avenue

New York, New York 10027

ROOF DECK RULES

The Lenox Grand Condominium building is fortunate to have a two-tiered Roof Deck that is available for use by the buildings' residents. The following rules and guidelines have been developed to ensure the safety and comfort of everyone.

While the Condominium has made every effort to make the Roof Deck as safe as possible, residents and their guests use the Roof Deck at their own risk and the Board of Managers of The Lenox Grand Condominium, Kyrus Management and its affiliated companies assume no liability for accidents and mishaps that are the result of behavior that violates the rules below or common sense.

Thank you for helping to make sure that this wonderful amenity can be enjoyed by everyone!

1. Group assembly on the Roof Deck at 381 Lenox is permitted between the hours of 9:00 a.m. and 11:00 p.m. daily. Individual unit owners may use the Roof Deck outside of these hours as long as all of the rules below are followed and the residents directly below the roof are not disturbed.
2. All private parties require the advance approval of the Management Company. Any private party of 12 guests or more will require a \$250 damage deposit.
3. Residents will be held liable for any damages caused by themselves or their guests to the roof, furniture and plants/planters.
4. All guests must be accompanied by a building resident. Any guests not accompanied by a resident will be asked to leave.
5. Minor children under the age of 16 must be accompanied by an adult at all times.
6. Smoking is prohibited on the Roof Deck at all times.
7. Open fires or flames of any sort are not permitted on the Roof Deck. This includes, but is not limited to, grills, hibachi's and candles.
8. All furniture cushions must be returned to the storage area after each use.

9. Roof Deck users must be respectful of others who might be using the Roof Deck at the same time and of upper floor residents.
 - a. Be courteous and respectful
 - b. Avoid excessive noise and loud conversations
 - c. Listen to music at levels that will not disturb others. Headphones are strongly advised.
10. All indecent or illegal behaviors or activities are prohibited.
11. Trash bins are provided on the Roof Deck and all Roof Deck users are expected to dispose of their trash appropriately before leaving the Roof Deck.
12. There will be no bikes, scooters, skateboards, roller skates or other toys on the Roof Deck.
13. No forms of team sport or rough play are allowed on the Roof Deck including, but not limited to, baseball, basketball, football.
14. No items shall be affixed to the walls.
15. There shall be no leaning over the railings.
16. No items are to be thrown over the railing.

If you have questions about these rules, please contact the building's Kyrous Building Management at 212-302-1500.

The Lenox Grand Board of Managers
December, 2012

Lenox Grand Condominium

Common Charge Policy

The Board of Managers of your Condominium has the obligation to oversee the collection of all common charges and special assessments in a timely manner.

Regular Common Charge Due Date

Regular monthly common charges are due the first day of each and every month. Funds should be made payable to Lenox Grand Condominium and mailed to Kyrour Realty Group, Inc., 263 West 38th Street, Suite 15E, New York, New York 10018.

Automatic Payments (ACH Debits) from the homeowner's checking or savings account are available for the regular periodic payment of the monthly common charges. An authorization agreement may be requested by contacting property manager's address listed below. Once the authorization form is completed and processed, the funds will be transferred from the homeowner's designated account on the first day of each month.

Overnight payments may be sent in c/o Kyrour Realty Group, Inc., 263 West 38th Street, Suite 15E, New York, NY 10018. Correspondence and/or payments may also be made in person, Monday through Friday, from 9:00 am to 5:00 pm.

Courtesy Invoices and Unit Owner's Responsibility

An invoice is a *courtesy only*. It is the Unit Owner's responsibility to pay each monthly common charge on the first day of each and every month, regardless of the receipt of the monthly invoice. It is also the Unit Owner's responsibility to provide written notice of any changes in the billing address to the Condominium in care of its managing agent.

Returned Bank Items

All returned bank items will be subject to a \$25.00 Returned Bank Item Fee.

At 15 Days Past Due Date

A late charge of \$50.00 will be assessed on the delinquent common charges.

At 30 Days Past Due Date

The Condominium Board is required to enforce the by-laws and to bring proceedings to collect all common charges or assessments in arrears.

Once the past due balance is above a material threshold, a demand notice will be sent. Legal counsel will be advised of your arrears and they will be asked to enforce the condominium remedies, which include but are not limited to the filing of a lien against your unit. **The Board has determined to file a lien against any unit more than \$7,500 in arrears. Depending on circumstances, remedies may also include a foreclosure procedure.**

The Unit Owner will be responsible for all legal fees and other costs expended by the Condominium to enforce its rules.

Once a matter is turned over to the Condominium attorneys, you will receive notification from them regarding the amounts owed. The Condominium generated billing statement may not contain the additional fees and costs incurred once a lien is filed and foreclosure or other collection commenced, but those fees will be due as well. Should a homeowner wish to settle the account at this stage, the Unit Owner must contact the Condominium's attorneys to arrange payment. Once legal collection proceedings are begun, all correspondence/payments or telephone communications will be referred to the Condominium's attorney's office.

All costs incurred by the foregoing actions are a charge to the account of the delinquent unit owner. Collection proceedings will be terminated only after both Condominium common charges and all expenses; collection fees and legal fees have been received.

Payment Plan Policy

Request by homeowners for payment plans to cure common charge delinquencies will be considered by the Condominium on a case-by-case basis. There is no guarantee written or implied that a payment plan will be granted. The Condominium has sole discretion whether to approve a requested payment plan. The submission of a payment plan request to the Condominium does not relieve the owner of the obligation to pay all common charges, late charges, collection costs, and interest when due. The Unit Owner must submit the request for a payment plan, in writing, to the Condominium. The unit owner should describe in the request any circumstances, which the owner wishes the Condominium to consider. If the owner wishes to submit a payment plan request after the owner has been contacted by the Condominium's attorneys regarding the delinquent account, the request for a payment plan with all attachments should be remitted by the owner directly to the attorney. Owners are reminded that the regular monthly common charge itself constitutes a "payment plan" and the best plan is to pay all common charges when due so the Condominium will at all times have proper funding to maintain the common areas.

The Condominium and its attorneys may charge a fee for entering into/monitoring a Payment Plan.

Re: Unit _____
381 Lenox Avenue
New York, New York 10027

Purchaser: _____

**Lenox Grand Condominium
Common Charge Policy Acknowledgement**

The undersigned purchaser(s) of the above-referenced apartment hereby acknowledge that he (she) (they) have received and reviewed the Lenox Grand Condominium Common Charge Policy and agree to its terms and content.

DATED:

Signature

Signature

POWER OF ATTORNEY

The undersigned, _____,
residing at _____, the
owner of Unit _____ and Parking Space *[delete if inappropriate]* in the
Condominium known as The Lenox Grand Condominium, located at 381-387
Lenox Avenue, New York, New York 10027-2241, consisting of the property
submitted to the provisions of Article 9-B of the Real Property Law of the State of
New York pursuant to Declaration dated _____, 200__, and recorded in
the New York County office of the Register of the City of New York, on
_____, 200__ in Liber _____ of Conveyances at Page _____ and on the Floor
Plans on file in said office as Map No. _____,

does hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers of The Lenox Grand Condominium jointly, true and lawful Attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, (i) to do all acts and things on behalf of the Condominium except those which by law, by the Declaration or the By-Laws may not be delegated to the Board of Managers by the Unit Owners, including but not limited to the powers and duties specifically enumerated in said Declaration and By-Laws; (ii) to apply on behalf of the undersigned to the Tax Commission of the City of New York, institute proceedings in the New York Supreme Court and prosecute or settle the same relating to reduction in the assessed valuation of the undersigned's Unit as part of a single application on behalf of all Unit Owners, and in connection therewith to pay all costs incurred in such proceedings; and (iii) to acquire in their own name, as members of the Board of Managers, or in the name of their designee, corporate or otherwise, on behalf of all owners of Units in said property, in accordance with their common interests, any Unit whose owner desires to abandon or sell the same, the undivided interest in the common elements appurtenant thereto, the interest of such Unit Owner in any other Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or in the proceeds of sale or lease thereof, if any and the rights and privileges appurtenant thereto, and the interest of such Unit Owner in all other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests") or any Unit, together with the Appurtenant Interests, which shall be the subject of a foreclosure or other judicial sale, or to lease any Unit whose owner desires to rent the same, at such price or at such rental, as the case may be, and on such terms as were offered by a bona fide proposed purchaser or lessee (except in the case of a sale or lease of Units by the Sponsor, Sponsor's designee or a mortgagee acquiring title in foreclosure or by deed in lieu of foreclosure) and thereafter to convey, sell, lease or mortgage (but not to vote the votes appurtenant thereto) or otherwise deal with any such Units so acquired by them, or to sublease any Unit so leased by them on such terms as said attorneys-in-fact may determine, granting to such attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present.

The acts of a majority of such persons shall constitute the acts of said attorneys-in-fact.

This power of attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney this day ____ day of _____ 200__.

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

On the ____ day of _____ in the year 200__ before me, the undersigned, a Notary Public in and for said State, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

Notary Public

KYROUS REALTY GROUP, INC.

263 West 38th Street ♦ Suite 15E ♦ New York, NY 10018

Phone: 212.302.1500 ♦ Fax: 212.302.3855

NOTICE OF INTENTION TO SELL CONDOMINIUM

The undersigned, being the owner of Unit _____ 381 Lenox Avenue, New York, NY 10027, hereby notifies the Board of Managers, c/o Kyrous Realty Group, Inc., Managing Agent, that the undersigned has received a bona fide offer to sell said Unit from the below name prospective purchaser(s) on the terms stated below, and that the undersigned intends to accept such offer.

NAME AND ADDRESS OF PROSPECTIVE PURCHASER; (If a prospective purchaser is a corporation, name the designated officer, director, stockholder or employee of the corporation who will occupy the unit and for how long a term. When and if designated occupant vacates the unit, another application must be filed and references submitted before occupancy can be allowed to successor designated occupant.)

TERMS OF PROPOSED SALE:

Attached is a true copy of the contract of sale setting for all of the terms of the agreement between the parties:

Purchase Price \$ _____ Proposed Closing Date: ____/____/____

Anticipated Date of Sale: _____

The undersigned represents that the sale described above shall be made strictly in accordance with the provisions of the By-Laws of the Condominium and agrees to promptly deliver to the Board of Managers all such further information with respect to the offer as the Board may reasonably request.

The undersigned acknowledges that the Board has a 30-day period, commencing with the date of receipt of this notice as well as the delivery of such additional information concerning the offer as the Board may reasonably request, to exercise its right of first refusal to purchase the unit on the terms specified herein and in the By-Laws. The undersigned hereby requests that, if the Board elects to waive or release such right of first refusal, it deliver to the undersigned a certificate to that effect, pursuant to the provision of the By-Laws.

Date: _____

Name of Individual Owner (Please Print)

Signature of Individual Owner

Name of Individual Owner (Please Print)

Signature of Individual Owner

The Lenox Grand
 c/o Kyrour Realty Group, Inc.
 263 West 38th Street, Suite 15E
 New York, NY 10018-5851

**RETURN
THIS COPY**

ANNUAL NOTICE

PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS

New York City law requires that tenants living in buildings with 3 or more apartments complete this form and return it to their landlord before February 15, each year. If you do not return this form, your landlord is required to visit your apartment to determine if children live in your apartment.

Peeling Lead Paint

By law, your landlord is required to inspect your apartment for peeling paint and other lead paint hazards at least once a year if a child under 6 years of age (5 years or younger) lives with you.

- You must notify your landlord in writing if a child under 6 comes to live with you during the year.
- If a child under 6 lives with you, your landlord must inspect your apartment and provide you with the results of these paint inspections.
- ***Always report peeling paint to your landlord. Call 311 if your landlord does not respond.***
- Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards.

Window Guards

By law, your landlord is required to install window guards in all your windows if a child under 11 years of age (10 years or younger) lives with you, OR if you request them (even if no children live with you).

- ONLY windows that open to fire escapes, and one window in each first floor apartment when there is a fire escape on the outside of the building, are legally exempt from this requirement.
- It is against the law for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed.
- Window guards must be installed so there is no space greater than 4¹/₂ inches above or below the guard, on the side of the guard, or between the bars.

These requirements apply to buildings with 3 or more apartments built before 1960. They also apply to buildings to buildings built between 1960 and 1978 if the landlord knows that lead paint is present.

These requirements apply to all buildings with 3 or more apartments, regardless of when they were built.

Fill Out and Detach the bottom part of this form.



Please check all boxes that apply

- A child age under 6 years of age (5 years or younger) lives in my apartment.
- A child under 11 years of age (10 years or younger) lives in my apartment and:
 - Window guards are installed in all windows as required.
 - Window guards need repair.
 - Window guards are NOT installed in all windows as required.
- No child under 11 years of age (10 years or younger) lives in my apartment:
 - I want window guards installed anyway.
 - I have window guards, but they need repair.

Last Name	First Name	Middle Initial		
Street Address	Apt. #	City	State	Zip Code
Signature	Date	Telephone Number		

Deadline for return: February 15, 2012

Return form to: Name and address of landlord or managing agent. Call 311 for more information on preventing lead poisoning and window falls.

DOHMH-approved: November 05, 2011

The Lenox Grand
 c/o Kyrour Realty Group, Inc.
 263 West 38th Street, Suite 15E
 New York, NY 10018-5851

**KEEP
THIS COPY**

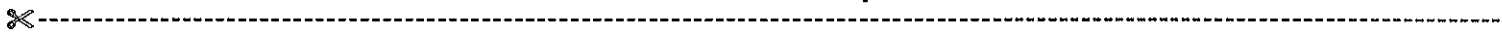
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Peeling Lead Paint	Window Guards
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NEW YORK CITY Residential Recycling Guide

Full recycling is back in America's largest city! Here are some simple pointers on what to recycle and how.

Paper & Cardboard

YES

Newspapers, magazines & catalogs

White or colored paper

All mail (even envelopes with plastic windows), wrapping paper, etc.

Smooth cardboard

Cereal and other dry-food boxes, etc.

Paper bags

Flattened cardboard

NO

Plastic- or wax- coated paper

Candy wrappers, take-out containers, etc.

Carbon paper

Heavily soiled paper or cardboard

Hardcover books

Place paper and cardboard recyclables in a clear bag or green-labeled container. Note that paper milk and juice cartons (rinsed) should be placed in the container with metal, glass and plastic.

Metal, Glass & Plastic

YES

Metal cans

Food, aerosol (empty), etc.

Foil wrap & trays

Plastic bottles & jugs

For detergent, soda, milk, juice, water, etc.
-any bottle where the neck is smaller than the body

Glass bottles & jars

Milk and other beverage cartons

Household metal including:

- Wire hangers
- All metal appliances (from washing machines and stoves to toasters and irons)*
- All indoor and outdoor metal furniture, including cabinets and window screens
- Metal pots and pans, cutlery and utensils

*Call 311 before discarding appliances that contain CFC gas, such as refrigerators and air conditioners.

NO

Motor oil or chemical containers

Styrofoam

Cups, egg cartons, etc.

Food containers

For yogurt, margarine, take-out, salad bar, etc.

Plastic bags, wrap or film

Sandwich wrap, grocery or dry cleaning bags, etc.

Plastic trays or tubs

For microwave, etc.

Plastic utensils, plates, cups, bowls

Plastic appliances, toys, furniture

Lightbulbs

Pane glass

Pump spray nozzles

Caps or lids

Household batteries

Rinse metal, glass and plastic items and place them in a clear bag or blue-labeled container. Throw away caps and lids with your regular trash. To collect the 5-cent deposit on beverage containers such as beer and soda bottles and cans, redeem them at a neighborhood store instead of putting them in with your recycling.

For more information, call the city information line at 311 or visit the New York City Recycles website at www.ci.nyc.ny.us/html/dos/html/bw_home/index.html

To find this guide online, go to www.nrdc.org/cities/recycling/

Natural Resources Defense Council
40 West 20th Street, New York, NY 10011 | 212 727-2700
www.nrdc.org