

KYROUS REALTY GROUP, INC.

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

Phone: 212.302.1500 ♦ Fax: 212.302.3855

M & A Residences, Inc. - Sublet Application and Required Documents

The following is a list of the items you are required to submit for the board to review your application. Please be sure to provide all the information requested. All of the required documents must be assembled into a complete package of **one (1) original** and **two (2) collated copies** and delivered to Kyrus 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.

Copies of all Financial Materials furnished will be returned to the applicant or destroyed.

Please submit the following for each applicant.

1. Sublet Application (enclosed)
2. Executed Sublease Agreement
3. Financial Statement
4. Last two (2) year's Income tax Returns (include W-2's)
5. Signed Credit Report Release
6. Letter from current landlord/management agent verifying status of tenancy
7. Letter from current employer verifying salary, position length of employment and likelihood of continued employment each applicant.
8. Two (2) personal letters of recommendation for each person named on the Sublease Agreement.
9. Copies of Checking & Savings Account Statements for past three (3) months
10. New York City: Window Guard/Lead Paint Notice
11. Carbon monoxide affidavit

Schedule of Fees-Due with Application

1. **Application Processing Fee: \$550.00** certified check or money order payable to Kyrus Realty Group, Inc.
2. **Move-in Deposit: \$500.00** Check, payable to **M & A Residences, Inc.** This check will be returned to the tenant after the move-in is complete. In the event of damage to the building, the cost of repairs will be deducted from this deposit. This check must be in the form of a certified check or money order.
3. **\$500.00 (Non-refundable)** sublet fee from Shareholder must be submitted with application. Please make check payable to M & A Residences, Inc.
4. A **security deposit** from the shareholder at \$5.00 per share, made payable to M & A Residences, Inc.

Application package must contain all required documentation. Items missing will delay the Managing Agent's review and submission to the Board.

Please allow the Board of Directors a minimum of two weeks' time to review the application. The owner or the broker will then be notified of an interview date.

Application: M & A Residences, Inc.

KYROUS REALTY GROUP, INC.

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

Phone: 212.302.1500 ♦ Fax: 212.302.3855

Applicant Information

Name(s): _____

SS#: _____

SS#: _____

Present

Address: _____

Apartment to be occupied by:

Applicant(s) Yes No

Occupants _____

Years at this address: _____

Do you own your present residence?

Yes No

Relationship _____

CURRENT EMPLOYER INFORMATION:

Employer: _____

Business

Address: _____

Office Phone: _____

Nature of Business: _____

Position: _____

PREVIOUS EMPLOYER INFORMATION:

Employer: _____

Annual Salary: \$ _____

Business

Address: _____

Length of Employment: _____

Office Phone: _____

SPOUSE'S EMPLOYER INFORMATION:

Employer: _____

Length of Employment: _____

Business

Address: _____

Office Phone: _____

Position: _____

Nature of Business: _____

Annual Salary: \$ _____

Length of Employment: _____

BROKER INFORMATION:

Name: _____

ATTORNEY INFORMATION:

Address: _____

Name: _____

Phone: _____

Address: _____

Phone: _____

-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: _____

Names of all clubs and society memberships, fraternities and honorary societies to which applicant belongs:

Schools and colleges attended by husband, wife and children: _____

Names of all residents in the building known by the applicant: _____

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: _____

BUSINESS REFERENCES

Name: _____

Address: _____

Phone: _____

PERSONAL REFERENCE#2:

Name: _____

Address: _____

Phone: _____

Relationship: _____

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

Name: _____

Address: _____

Phone: _____

FINANCIAL REFERENCES

PERSONAL ACCOUNTS: CHECKING

Bank Name: _____

Account No: _____

Address: _____

PERSONAL ACCOUNTS: SAVINGS

Bank Name: _____

Account No: _____

Address: _____

PERSONAL ACCOUNTS: CHARGE CARD#1

Account Name: _____

Account No: _____

Exp. Date: _____

PERSONAL ACCOUNTS: CHARGE CARD#2

Account Name: _____

Account No: _____

Exp. Date: _____

PERSONAL ACCOUNTS: CHARGE CARD#3

Account Name: _____

Account No: _____

Exp. Date: _____

PERSONAL ACCOUNTS: CHARGE CARD#4

Account Name: _____

Account No: _____

Exp. Date: _____

BUSINESS ACCOUNTS: CHECKING

Bank Name: _____

Account No: _____

Address: _____

CLOSEST LIVING ADULT RELATIVE

(Not intending to reside with Applicant)

Name: _____

Address: _____

Phone: _____

Relationship: _____

Date: _____

Applicant Signature

Applicant Signature

Date: _____

EMERGENCY CONTACT INFORMATION

APPLICANT INFORMATION:

Person to call in the event of an emergency

Contact Name: _____

Residence Phone: _____

Relationship: _____

Office Phone: _____

KYROUS REALTY GROUP, INC.

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

Phone: 212.302.1500 ♦ Fax: 212.302.3855

The following is submitted as being a true and accurate statement of the financial condition of the undersigned on _____ day of _____, 20____

Applicant Name

Applicant Name

Applicant Signature

Applicant Signature

Address: _____

Address: _____

Attach additional pages if necessary.

ASSETS	Applicant	Co-Applicant	LIABILITIES	Applicant	Co-Applicant
Cash in banks			Notes Payable:		
Money Market Funds			To Banks		
Contract Deposit			To Relatives		
Investments: Bonds & Stocks <i>(See schedule)</i>			To Others		
Investment in Own Business			Installment Accounts Payable:		
Accounts and Notes Receivables			Automobile		
Real Estate Owned <i>(See schedule)</i>			Other		
Automobiles: Year: Make:			Other Accounts Payable		
Personal Property & Furniture			Mortgages Payable on Real Estate <i>(see schedule)</i>		
Life Insurance Cash Surrender Value			Unpaid Real Estate Taxes		
Retirement Funds/IRA			Unpaid Income Taxes		
401K			Chattel Mortgages		
KEOGH			Outstanding Credit Card Loans		
Profit Sharing/Pension Plan			Other Debts <i>(itemize)</i>		
Other Assets			TOTAL LIABILITIES		
TOTAL ASSETS			NET WORTH		
COMBINED ASSETS			COMBINED NET WORTH		

Application: M & A Residences, Inc.

KYROUS REALTY GROUP, INC.

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

Phone: 212.302.1500 ♦ Fax: 212.302.3855

SOURCE OF INCOME	Applicant	Co-Applicant	CONTINGENT LIABILITIES	Applicant	Co-Applicant
Base Salary			Endorser or Co-maker on Notes		
Overtime Wages			Alimony Payments (Annual)		
\$Bonus & Commissions			Child Support		
\$Dividends and Interest Income			Defendant in any legal action?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Other Income (<i>itemize</i>)			Any unsatisfied judgments	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
TOTAL			Ever filed for bankruptcy	Yes <input type="checkbox"/> No <input type="checkbox"/>	
COMBINED TOTAL			Explain		

PROJECTED COMBINED MONTHLY EXPENSES	Applicants
Maintenance	
Apartment Financing	
Other Mortgages	
Bank Loans	
Auto Loan	
TOTAL	

KYROUS REALTY GROUP, INC.

263 West 38th Street ♦ Suite 15E ♦ New York, NY 10018
Phone: 212.302.1500 ♦ Fax: 212.302.3855

SCHEDULE OF STOCKS AND BONDS

Amount of Shares	Description (Extended Valuation in Column)	Marketable Value	Non-Marketable Value

SCHEDULE OF REAL ESTATE

Description	Cost	Actual Value	Mortgage Amount	Maturity Date

SCHEDULE OF NOTES PAYABLE

Specify any assets pledged as collateral, including the liabilities they secure:

To Whom Payable	Date	Amount	Due	Interest	Pledged As Security

The foregoing statements and details pertaining thereto, both printed and written, have been carefully read and the undersigned hereby solemnly declares and certifies that the same is a full and correct exhibit of my/our financial condition.

Applicant Signature

Date: _____

Applicant Signature

Date: _____

Application: M & A Residences, Inc.

KYROUS REALTY GROUP, INC.

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

Phone: 212.302.1500 ♦ Fax: 212.302.3855

CREDIT REPORT RELEASE

I (we) hereby authorize Kyrous Realty Group, Inc., on behalf of M & A Residences, Inc., 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 M & A Residences, Inc 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: M & A Residences, Inc.

KYROUS REALTY GROUP, INC.

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

Phone: 212.302.1500 ♦ Fax: 212.302.3855

M & A Residences, Inc.-Letter to Board of Directors

The Board of Directors
M & A Residences, Inc.
41-43 Murray Street
New York, NY 10007

Re: M & A Residences, Inc.
Unit #: _____

Dear Board of Directors:

I (We) have received, read, understand and agree to abide by the House Rules for
M & A Residences, Inc.

Signature of Applicant

Date

Signature of Applicant

Date

KYROUS REALTY GROUP, INC.

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

Phone: 212.302.1500 ♦ Fax: 212.302.3855

M & A Residences, Inc.-Carbon Monoxide Affidavit

{State of New York}

{County of New York}

The undersigned being duly sworn, deposes and affirms as follows:

1. The undersigned is the owner of apartment# _____, at _____, New York, (hereinafter, the "Premises") which is being rented to _____.
2. The Grantor is in compliance with Section 378(5) (d) of the Executive Law in that an operative carbon monoxide detection device has been installed in the Premises.

(Unit Owner)

Date: _____

HOUSE RULES

- (1) The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building, and the fire towers shall not be obstructed in any way.
- (2) No patient of any doctor who has offices in the building shall be permitted to wait in the lobby.
- (3) Children shall not play in the public halls, courts, stairways, fire towers or elevators and shall not be permitted on the roof unless accompanied by a responsible adult.
- (4) No public hall above the ground floor of the building shall be decorated or furnished by any Lessee in any manner without the prior consent of all the Lessees to whose apartments such hall serves as a means of ingress and egress. In the event of disagreement among such Lessees, the Board of Directors shall decide.
- (5) No Lessee shall make or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or a radio or television loud speaker in such Lessee's apartment between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if the same shall disturb or annoy other occupants of the building. No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 8:30 a.m. and 5:00 p.m.
- (6) No article shall be placed in the halls or on the staircase landings or fire towers, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the window sills of the building.
- (7) No awnings, window air-conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the Lessor or the managing agent, nor shall anything be projected out of any window of the building without similar approval.
- (8) No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall have been approved in writing by the Lessor or the managing agent.

(9) No tricycles, bicycles, scooters or similar vehicles shall be allowed in a passenger elevator and baby carriages and the abovementioned vehicles shall not be allowed to stand in the public halls, passageways, areas or courts of the building.

(10) Messengers and tradespeople shall use such means of ingress and egress as shall be designated by the Lessor.

(11) Kitchen supplies, market goods and packages of every kind are to be delivered only at the service entrance of the building and through the service elevator to the apartments when such elevator is in operation.

(12) Trunks and heavy baggage shall be taken in or out of the building through the service entrance.

(13) Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent or the managing agent of the building may direct.

(14) Water closets and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the water closets. The cost of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Lessee in whose apartment it shall have been caused.

(15) No Lessee shall send any employee of the Lessor out of the building on any private business of a Lessee.

(16) No bird or animal shall be kept or harbored in the building unless the same in each instance have been expressly permitted in writing by the Lessor; such permission shall be revocable by the Lessor. In no event shall dogs be permitted on elevators or in any of the public portions of the building unless carried or on leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or in the yard, court spaces or public portions of the building, or on the sidewalks or street adjacent to the building.

(17) No radio or television aerial shall be attached to or hung from the exterior of the building without the prior written approval of the Lessor or the managing agent.

(18) No vehicle belonging to a Lessee or to a member of the family or guest, subtenant or employee of a Lessee shall

be parked in such manner as to impede or prevent ready access to any entrance of the building by another vehicle.

(19) The Lessee shall use the available laundry facilities only upon such days and during such hours as may be designated by the Lessor or the managing agent.

(20) The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.

(21) Unless expressly authorized by the Board of Directors in each case, the floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms, maid's rooms, closets, and foyers.

(22) No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the consent of the Lessor or its managing agent.

(23) The Lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee during 10 days after notice in writing from the Lessor or the managing agent to clean the windows, such cleaning may be done by the Lessor, which shall have the right, by its officers or authorized agents, to enter the apartment for the purpose and to charge the cost of such cleaning to the Lessee.

(24) The passenger and service elevators, unless of automatic type and intended for operation by a passenger, shall be operated only by employees of the Lessor, and there shall be no interference whatever with the same by Lessees or members of their families or their guests, employees or subtenants.

(25) Complaints regarding the service of the building shall be made in writing to the managing agent of the Lessor.

(26) Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.

(27) If there be a garage in the building, the Lessee will abide by all arrangements made by the Lessor with the garage operator with regard to the garage and the driveways thereto.

(28) The following rules shall be observed with respect:

(i) All wet debris is to be securely wrapped or bagged in small package size to fit easily into the hopper panel.

(ii) Debris should be completely drip-free before it leaves the apartment and carried to the incinerator closet in a careful manner and in a drip-proof container; then placed into the flue hopper so it will drop into the flue for disposal.

(iii) No bottles or cans shall be dropped down the flue before 10:00 a.m. or after 5:00 p.m., but shall be left in a neat manner in the service elevator area, if such items must be disposed of before 10:00 a.m. or after 5:00 p.m.

(iv) Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into hopper opening. Small items of this nature may be left in a neat manner on the incinerator closet floor. Bulky items should be left at service elevator area between 10:00 a.m. and 6:00 p.m. and service employee summoned to dispose of them by way of the service elevator.

(v) Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans or any other inflammable, explosive, highly combustible or noxious substances or lighted cigarettes or cigar stubs be thrown into the incinerator flue.

(vi) Vacuum cleaner bags must never be emptied into the flue. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then be placed through hopper door panel into flue.

(vii) The superintendent shall be notified of any drippings, or moist refuse appearing on incinerator closet floor and corridors.

(29) No Lessee shall install any plantings on the terrace, balcony or roof without the prior written approval of the Lessor. Plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace, balcony or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet

wall flashing, with a floor of drainage tiles and suitable weep holes at the sides to draw off water. It shall be the responsibility of the Lessee to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.

(30) The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate 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. If the Lessor takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the Lessee, as additional rent.

(31) These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor.

(32) No employee of Lessor may be used by any Lessee for the private business of any Lessee without the prior written consent of the Board of Directors having first been obtained in each instance.

Balance of page
intentionally left blank.

M & A RESIDENCES, INC.

SUBLET POLICY

1. Shareholders **MUST** occupy the apartment for a minimum of two years prior to submitting a request to sublet.
2. Sublets shall be for a minimum of **ONE** year. A second year may be requested. Board approval is required prior to each sublet year.
3. Subletting may be approved for a maximum of two years.
4. The Board will take extenuating circumstances into consideration on a case-by-case basis.
5. The current sublet fee is equal to one month's maintenance, payable prior to the subtenant moving in.
6. The Board has the authority to withhold permission to sublet.
7. A Sublet Application, including all required documents and fees must be submitted to the Managing Agent for approval.

PLEASE BE ADVISED THAT ANYONE OCCUPYING AN APARTMENT WITHOUT PRIOR APPROVAL FROM THE BOARD, WILL BE EVICTED AT THE EXPENSE OF THE SHAREHOLDER.

This Sublet Policy supersedes any and all prior sublet Policies.

Dated: November 1, 1999

(c) Amendments. These procedures for subletting may be amended by the vote of the owners owning a majority of the shares of stock in M & A Residences.

Dated: June 1, 1985

_____, as the prospective sublessee, acknowledges that he or she has read this Procedure for Subletting and agrees to abide by the policies and procedures described herein.

Dated: _____, 19__

UNDERTAKING

As a condition and in consideration of the consent by M & A Residences, Inc. ("M & A Residences") to the sublease of apartment ___ at ___ Murray Street (the "Apartment"), New York, New York, by _____ ("Owner") to _____ ("Sublessee"), Owner, Sublessee and M & A Residences agree as follows:

1. Sublessee agrees to abide and be bound by all the relevant terms and conditions of the master Proprietary Lease with respect to the Apartment, including, but not limited to, any revision thereto made or adopted after the date of this Undertaking. Sublessee acknowledges that Owner has provided a copy of the master Proprietary Lease to Sublessee and the Sublessee has examined such Lease to its satisfaction.

2. Owner acknowledges that he or she will promptly reimburse M & A Residences for any ~~an~~ and all expenses it may incur in connection with the approval of the sublet.

3. In order to insure that the terms of the sublease agreement and this Undertaking are complied with in all respects, Owner agrees that he or she will be personally liable for any damage to the building at 41-43 Murray Street, to the personal property and fixtures situated therein or to the Apartment arising out of or related to the occupancy of the Apartment by Sublessee, his or her agent, servants, invitees or licensees.

4. Owner will remain liable for the timely payment of maintenance charges or other assessments by M & A Residences. Failure to pay such amounts when due will be sufficient grounds to terminate the sublet.

5. Sublessee may attend meetings of stockholders of M & A Residences only if invited by the Board of Directors, but in any event may not cast votes in respect of Owner's shares or otherwise. Owner may continue attending such meetings and vote his her shares on proposals to be voted on by stockholders. If Owner does not attend a meeting, Owner's shares will be disregarded for purposes of

establishing a quorum or determining the number of votes required for approval of a proposal to be voted upon at that meeting.

Dated: _____, 19__

Sublessee

Owner

CONSENT

M & A Residences, Inc. hereby consents to the occupancy of the Apartment described in the attached Undertaking pursuant to the terms of that certain sublet agreement dated _____, 19__ between Owner and Sub-lessee.

M & A RESIDENCES, INC.

By:

Title: _____

Dated: _____, 19__

M & A Residences, Inc.
 c/o Kyrous 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.

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.

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 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, 2011

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, 2010

M & A Residences, Inc.
 c/o Kyrus Realty Group, Inc.
 263 West 38th Street, Suite 15E
 New York, NY 10018-5851

**KEEP
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, 2011
 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, 2010