# KYROUS REALTY GROUP, INC.

263 West 38<sup>th</sup> Street •Suite 15E •New York, NY 10018 Phone: 212.302.1500 •Fax: 212.302.3855

#### Chatham 44 Condominium-Lease 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 one (1) PDF copy and delivered to Kyrous Realty Group, Inc., 263 West 38<sup>th</sup> Street, Suite 15E, New York, NY 10018. DO NOT DUPLICATE RULES AND REGULATIONS. Please retain the copy included in this package for your information.

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

Upon receipt of a completed package and after verification of all financial data and references, the application will be submitted to the Board of Directors for review.

- 1. Lease Application (enclosed)
- 2. Executed Lease Agreement (Please use Blumberg Form: Lease of a Condominium Unit)
- 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. If the apartment will be the location of a business or commercial activity, a written description of the business activities that will be performed on the premises must accompany this application.
- 8. Two (2) personal letters of recommendation for each person to be named on the proprietary lease.
- 9. Letter of financial reference
- 10. Signed Rules and Regulations Acknowledgement
- 11. Copies of Checking & Savings Account Statement for past three (3) months
- 12. New York City: Window Guard/Lead Paint Notice

#### Schedule of Fees-Due with Application

- 1. Move-in/ Move-out Deposit: \$1,000.00 Check payable to Chatham 44 Condominium. This check will be returned to the tenant after the move-in is complete. In case 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.
- 2. Application Processing Fee: \$700.00 certified check or money order payable to Kyrous Realty Group, Inc.
- 3. Credit Check Fee: \$100.00 per applicant. This check is non-refundable and made payable to Kyrous Realty Group, Inc. This check must be a certified check or money order.

\*Please note that application packages must contain all required documentation. Items missing will only delay the Managing Agent's review and submission to the Board.

## KYROUS REALTY GROUP, INC.

263 West 38<sup>th</sup> Street •Suite 15E •New York, NY 10018 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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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 Consumer Reports Form. This is the only place on the application requiring a social security number, but social security numbers may be contained in other documents that you are submitting (e.g. tax returns, contracts of sale).

Before submitting these documents, please black 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.

Signature of Applicant:	
Date Signed:	
THE APPLICANT INFORMATION AND FINANCIAL INFORMATION FORMS MUST BE TYPED OR PI	RINTED I ECIRI V
WITH BLACK INK IF YOU ARE PREPARING OFF-LINE AND SUBMITTING A HARD COPY.	divied Legibli
THE MINIMUM AND MAXIMUM LEASE TERM IS ONE (1) YEAR.	
NOTE: LEASE SHALL BE SUBJECT TO COOPERATIVE'S OR CONDOMINIUM'S BY-LAWS AT ALI	TIMES!

Signature of Applicant:\_\_\_\_\_

### PART 1 - INFORMATION FOR LEASE

Chatham 44 Condominium 464 West 44th Street, New York NY 10036	Apt. #:		
Applicant:		ē.	
Co-Applicant:			25
In accordance with the laws of New York (be used to obtain a tenant screening reportance). The name and address of the Cons	ort (also known a	as a Consumer F	
TenantAlert.com			
Consumer Relations			
23801 Calabasas Rd. Suite 1022			
Calabasas, CA 91302			
Telephone: (866) 272-8400			
In addition, on behalf of the Owner of the B notifying Applicant that, pursuant to federa	_	this application	is being accepted (the "Owner"), we are
1. If the Owner takes an adverse action aga screening report, we must notify Applicant consumer reporting agency that provided th	that such action	was taken and s	upply the name and address of the
2. Any Applicant against whom adverse active report has the right to inspect and receive agency;			_
3. Every Applicant is entitled to one free te annually in addition to a credit report that s			
<b>4.</b> Every Applicant may dispute inaccurate of directly with the consumer reporting agency		mation contained	in a tenant screening report
	Lease Applicati	ion Information	
Today's Date:	Requested 2	Move-in Date: _	
Building Name		Borough: _	
Building Address:		Unit #	
Length of Lease:			
Monthly Rent:		Annual Rent:	
Security Deposit:			
Special Conditions:			

#### Management Company (office use only)

Kyrous Realty Group, Inc. 263 West 38<sup>th</sup> Street, STE 15E New York, NY 10018 T: (212) 302-1500 F: (212) 302-3855

# F: (212) 302-3855 Applicant(s) Information Company: Name:\_\_\_\_\_ Work Phone: Address:\_\_\_\_\_ Cell Phone:\_\_\_\_\_ City: Home Phone: State:\_\_\_\_\_ Zip:\_\_\_\_ Fax Number:\_\_\_\_\_ E-mail: Occupied From: To: U. S. Citizen? Yes No Applicant's Broker Applicant's Broker Broker Phone Firm Name Cell Address Fax City ST Zip E-mail Housing History Current Landlord:\_\_\_\_\_ Phone: \_\_\_\_\_ Fax:\_\_\_\_ E-mail: Occupied on: Mo. Payment:\_\_\_\_\_ Previous Landlord: Phone: \_\_\_\_\_ Fax:\_\_\_\_\_ E-mail:\_\_\_\_ Occupied on:

Mo. Payment:\_\_\_\_\_

Reason for Moving:

	Emp	ployment History		TREE
Employer's Address:				
City:				
ST:	Zip:			
Employed From:	To:			
Job Title:				
Supervisor's Name:		Phone:		
Years in This Line of Work:				
Previous: Employer:				
Employer's: Address:				
City:				
ST:	Zip:			
Employed From:	To:			
Title:				
Supervisor's: Name:		Phone:		
stimated Income This Year \$				
Actual Income Last Year \$				
Highest Education Lea	vol' Florentoux Co	Education	no Craduata Cabaal	
		hool, High School, Colle	ge, Graduate School	
Last So	chool Attended:			
4	From:	To:	_	
List Club, Society, Fraternity or	board Membershi	ps		
		her Information	Check of skilling	
Have you ever been convicted of	of a felony? Yes,	No		
If Yes Explain:		-		
Will Occupancy Be?	Part-time, Full-t	ime, Investment		20
Only you will lease the unit?	Yes, No			
Do you have pets?	Yes, No			
If yes list number and type:				

Review Parties				
Occupant Name		Relationship	Spouse	
			Parent	
			Child Grandparent	
			Other Relative	
			Significant Other Friend	
nes and ages of all occupants young	er than 18 years	old other than		ants
Occupant Name	*	Age		
d Credit References	ank & Credi	t Referen	ces	
Bank Name		***		
Bank Contact			*	
Address				
Account No.	Туре	Checking		
		Savings		
		Money Market Loan		
		Loan		
, agree, as a conditiones neither bear nor assume any respect Information. In addition, I authorized of it, with any other parties they maken.	oonsibility whatso e Kyrous Realty G ay reasonably beli	ever for the veroup, Inc. to seve necessary	erification or complete hare the Applicant Info to fulfill the purposes	eness of tormation, so of this
		m, including bi	it not limited to mail, o	vernight

Signed on:\_\_\_\_

Unit Owner Information	
Chatham 44 Condominium Unit #:	
464 West 44th Street, New York NY 10036	
Applicant:	
Co-Applicants:	

# Unit Owner(s) / Shareholder(s) Information

#### Unit Owner's Information

Company or Estate		
Name		
Address		
City		
ST	Zip	
Mailing Address (if different)		
Business Phone	Cell	
Home Phone	E-mail	

#### Unit Owner's / Shareholder's Attorney

#### Unit Owner's Attorney

Attorney		Phone	
Firm Name		Cell	
Address		Fax	
City			
ST	Zip		
E-mail			

#### Unit Owner's / Shareholder's Broker

#### Unit Owner's Broker

Broker	P	hone
Firm Name		Cell
Address		Fax
City		
ST	<u>(</u>	
E-mail		Married No.

#### PART 2 - APPLICANT FINANCIAL INFORMATION

#### Chatham 44 Condominium

464 West 44th Street, New York NY 10036

#### Owned Real Estate

#### Schedule A - Real Estate

Enter real estate currently owned by you. If this is a purchase application do not include the real estate pertaining to this application. If you own more than one property click Add New below to add another property. IMPORTANT NOTE – If any of the property you are listing is held jointly please record it only once under the primary applicant.

Property Address		Type	Market Value
			\$
Mortgage Balance \$	Mortgage \$		
Maintenan	Real Estate Taxes	Insurance	
\$	\$	\$	

#### Monthly Income & Expense

Be sure to report MONTHLY Income and Expenses. For example if you are paid every two weeks multiply your gross pay by 26 and divide by 12 and enter the result in the Monthly Income field. If you are paid an annual bonus divide the annual amount by 12 and enter the result in the Bonus field.

Other expenses should only include those expenses directly related to Housing or Debt. Do not include any personal expenses.

"Current Expenses" are those expenses you are currently paying and include monthly expenses for mortgage payments, maintenance, hazard insurance and real estate taxes, which are automatically filled in from the entries you make in Schedule A - Real Estate, located above. You must complete schedule A for all real estate you owned prior to this transaction.

You must complete the "Proposed" monthly expense column. Only include expenses that you will have to pay after you complete the transaction pertaining to this application. For example, if you are currently renting but you are buying a home pertaining to this application do not include your rent payment in the "Proposed" monthly expense column. If this is a lease application and you were renting previously don't include your old rent but do include your new rent in the "Proposed" column.

If you have any questions about how to complete this section of the Financial Statement please contact at

or . Shaded fields contain formulas and CANNOT be changed.

If a particular income or expense item does not pertain to you enter - 0 -

MONTHLY INCOME	MONTHLY EXPENSES Current Expenses	
		Proposed
Monthly Salary	Rent	
Overtime	Maintenance (Sched A)	
\$	\$	
Bonuses	Mortgages (Sched A)	
\$	\$	Y
	Other Loans	
Commissions	\$	
\$	Hazard Ins (Sched A)	
Dividends and Interest		
\$	\$	
Net Rental Income	R E Taxes (Sched A)	
\$	\$	
Other Income	Other Expenses	
	\$	
\$	TOTAL EXPENSES	
TOTAL INCOME	\$	
5	Ψ	a
Fara 1- in - 11 11041 11 To 11 11	Other Personal	
Explain all "Other Income" or "	Other Expense"	
	- 1	
IF YOU ARE A PRINCIPAL OR A SECTION.	ARE EMPLOYED BY A FAMILY B	USINESS, PLEASE COMPLETE THIS
Dividend or Partnership Income	e (Present Year Estimate) \$_	
Dividend or Partnership Income	e (Prior Year) \$	

I have entered all monthly income and expenses, both current and proposed, accurately and completely. I understand that if I have omitted any material items of income or expense or inaccurately entered such items it will delay review of this application.

Dividend or Partnership Income (Second Prior Year)

Yes No

ASSETS	LIABILITIES	
Cash Equivalents (Sched	\$ Notes Payable to Banks	\$
Contract Deposit	\$ Notes to Relatives	\$
Stocks and Bonds (Sched	\$ Notes to Others	\$
Investment In Business	\$ Install Accts Payable	\$
Accounts Receivable	\$ Automobiles	\$
Real Estate (Sched A)	\$ Other Accts Payable	\$
Automobiles	\$ Mortgages Payable (Sched	1 \$
Personal Property	\$ Unpaid Real Estate Taxes	\$
Life Insurance (Cash	\$ Unpaid Income Taxes	\$
Retirement Plans (Sched	\$ Chattel Mortgages	\$
KEOGH	\$ Loans on Life Ins	\$
Profit Sharing or Pension	\$ Credit Card Debt	\$
Other Assets (Sched E)	\$ Other Debts	\$
TOTAL ASSETS	\$ TOTAL LIABILITIES	\$

I have entered all assets and liabilities accurately and completely. This includes completing all appropriate schedules and uploading required documents, I understand that if I have omitted any material assets or liabilities or inaccurately entered such items it will delay review of this application.

Yes No

	Declarations		
	1. Are there any outstanding judgments against you?	Yes	No
	2. Have you been declared bankrupt in the past 7 years?	Yes	No
	3. Have you had a property foreclosed upon or given title or deed in lieu thereof in the past 7 years?	Yes	No
	4. Are you a party to a lawsuit?	Yes	No
	5. Have you been obligated on any loan that resulted in foreclosure?	Yes	No
	6. Are you obligated to pay alimony, child support or sep maint?	Yes	No
	7. Is any part of the down payment borrowed?	Yes	No
	8. Are you a co-maker or endorser on a note?	Yes	No
	9. Do you intend to occupy the property as your primary residence?	Yes	No
34.	10. Have you had ownership interest in a property in last 3 yrs?	Yes	No
	11. If yes what type of property did you own?	Commercial Residential	
	12. How did you own title?		

The foregoing application has been carefully prepared, and I,, hereby solemnly declare and certify that all information contained herein is true and correct. The information is submitted as being a true and accurate statement of the financial condition of Sample Applicant.
Signature:
Signed on:

The undersigned is/are purchasing/subletting/leasing/occupying/refinancing apartment (the "Apartment") in 464 West 44th Street (the "Building") managed by Kyrous Realty Group, Inc.. The undersigned understand that in order to be considered for occupancy in the Apartment, Kyrous Realty Group, Inc., as the managing agent for the owner of the building, may obtain a Consumer Report(s) for the purpose of evaluating the undersigned from a Consumer Reporting Agency.

The undersigned hereby authorize Kyrous Realty Group, Inc. to obtain a Consumer Report(s) on the undersigned (or each of them), including but not limited to: (i) Credit Report (ii) Criminal History (iii) Housing Court Records (iv) Employment Records and (v) other pertinent information, including records of public agencies and personal interviews of people who know the undersigned. The undersigned understand that these Consumer Reports may contain information about the undersigned's character, general reputation, personal characteristics and mode of living. The undersigned understand that upon request, the undersigned is/are entitled to a disclosure of the nature and scope of the investigation to be requested by you of the Consumer Reporting Agency.

The undersigned forever release and waive any claims the undersigned may have against Kyrous Realty Group, Inc, the owner of the building and their directors, officers, shareholders, unit owners and employees (the "Indemnified Parties") related to the use of the information contained in the Consumer Reports in making the decision on the Application for the Apartment the undersigned is/are submitting. Further, the undersigned agree(s) to indemnify and hold harmless the Indemnified Parties from any claim or demand of any kind whatsoever by any third party related to the Consumer Reports that are obtained.

		y # or Tax ID Y		(MM/DD/YYYY)	:/	/	
Street # (eg 123)	Direction (eg: North)	Street Name (eg: Main)		Street Type (eg: Street)	Apt # (eg: 7)		
*City		*State *Zip(	Code Country				
Signature fo	or Adult Occupa	ant (18 or Older):					
X					27.		all part
Signed on:							
<u> </u>							

### Background Check Summary

FICO

Score Multi-State

Criminal Search Multi-

State Sex Offender

Auto-generate Consumer Report

#### (Adult\_Occupant (18 or Older))

The undersigned is/are purchasing/subletting/leasing/occupying/refinancing apartment (the "Apartment") in 464 West 44th Street (the "Building") managed by Kyrous Realty Group, Inc.. The undersigned understand that in order to be considered for occupancy in the Apartment, Kyrous Realty Group, Inc., as the managing agent for the owner of the building, may obtain a Consumer Report(s) for the purpose of evaluating the undersigned from a Consumer Reporting Agency.

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Social	Security #:		Date of B	Birth (MM/DD/YYY	/Y):/_/
Street # (eg 123)	Direction (eg: North)	Street Name (eg: Main)		Street Type (eg: Street)	Apt # (eg: 7)
*City					
Signature f	or Adult Occupa	nt (18 or Older):			
-		_			
Signed on:					

### Background Check Summary

FICO

Score Multi-State

Criminal Search Multi-

State Sex Offender

Auto-generate Consumer Report

#### Personal References

Please provide one personal reference

Name

Phone

Address

Email

Attach Personal Reference Letter

### Professional References

Please provide one professional reference

Name	Phone	
Address		
Email		
	Attach Reference Letter	

#### INCOME VERIFICATION LETTER

Please provide a letter from your employer stating your annual salary, position held and length of employment. In addition attach pay stubs for the last two (2) months.

If you are self employed please submit a letter from your CPA or accountant stating your annual income, as well as, a copy of your Audited Financial Statement.

Employment Status: Full-time Part-time Unemployed Retired

Student Self Employed?

Yes

No

Attach Employment Verification Letter or CPA Letter

Attach Audited Financial Statement

You may scan and upload all pay stubs as a single file or you may upload each pay stub as a separate file. To upload separate files click on "Add New" for each additional file you want to upload.

Attach Pay Stubs (Last 2 Months)

#### LEASE AGREEMENT

The Lease Agreement must be signed and dated by all parties and include all riders and must be either a REBNY or Blumberg approved form.

Note: To obtain a blank form, please contact The Real Estate Board of New York, Inc. at 570 Lexington Avenue, New York, NY 10022. You may also ask your real estate broker to provide one for you.

You may also download this form here: https://leasesapp.rebny.com/default.jsp

Note: You will have to create a REBNY account (if you do not already have one) and follow the instructions to purchase a blank lease form.

NOTE: LEASE SHALL BE SUBJECT TO CONDOMINIUM'S OR COOP'S BY-LAWS AT ALL TIMES!

Attach Lease Agreement

#### PHOTO ID FORM

Please attach a copy of a photo identification. Examples include Driver's License, Non-driver Identification, Alien Registration Card, Valid U.S. Passport or a foreign Passport with Valid U.S. Visa.

Attach Photo Identification

#### CORE ACKNOWLEDGEMENT FORM

To: Board of Chatham 44 Condominium (the

"Board") Re: Unit

464 West 44th Street, New York NY 10036

The undersigned, in order to induce the Board to act favorably on the application related to the above referenced Unit, does hereby affirm and acknowledge as follows:

#### Applicant(s) Acknowledgements

#### Non-Refundable Fees

I have or will submit payment of certain fees in connection with the consideration of the application to the Board of Directors/Managers of Chatham 44 Condominium, including but not limited to fees to check my credit and for the processing of the application. I acknowledge that there are certain costs incurred in the processing of this application, including the fees described herein, and that the aforementioned fees will not be refunded. I release Chatham 44 Condominium, Kyrous Realty Group, Inc. from the return of any of these fees incurred in processing the application, and agree if I seek recovery of any of these fees, I shall be liable for all costs and expenses incurred by Chatham 44 Condominium or Kyrous Realty Group, Inc.

#### House Rules

I have been provided with a full and complete copy of the House Rules for Chatham 44 Condominium and have read the same. I agree that I will abide by such House Rules as now in effect and as the same may be amended during the period of my ownership of and/or tenancy in the referenced unit.

#### Smoke Detector

I have inspected Unit and an operational smoke detector(s) is installed. if I am approved as a purchaser or lessee of Unit, I will be responsible for the maintenance and repair of such detector(s) and for replacing any such detector(s) which are stolen, removed, missing or rendered inoperable during Applicant's occupancy.

#### Carbon Monoxide Detector(s)

An operational carbon monoxide detector(s) is installed in Unit such that there is not less than one such detector within fifteen

(15) feet of the primary er	ntrance to each room use	ed for sleeping purpos	ses, and mat it i am approved a	s purchaser
or lessee of Unit and do p	urchase or lease Unit , I	will be responsible fo	or the maintenance and repair o	f such
detector(s) and for replace	ing any such detector(s)	stolen, removed, miss	sing or rendered inoperable dur	ing my
occupancy of Unit . I have	e received from the Unit (	Owner, or will receive	e prior to taking occupancy, wri	itten
nformation regarding the				
Signature for Applicant:				
	-			
Signed on:				
	-			

#### (Adult\_Occupant (18 or Older))

#### CORE ACKNOWLEDGEMENT FORM

To: Board of Chatham 44 Condominium (the

"Board") Re: Unit

464 West 44th Street, New York NY 10036

The undersigned, in order to induce the Board to act favorably on the application related to the above referenced Unit, does hereby affirm and acknowledge as follows:

#### Applicant(s) Acknowledgements

#### Non-Refundable Fees

I have or will submit payment of certain fees in connection with the consideration of the application to the Board of Directors/Managers of Chatham 44 Condominium, including but not limited to fees to check my credit and for the processing of the application. I acknowledge that there are certain costs incurred in the processing of this application, including the fees described herein, and that the aforementioned fees will not be refunded. I release Chatham 44 Condominium, Kyrous Realty Group, Inc. from the return of any of these fees incurred in processing the application, and agree if I seek recovery of any of these fees, I shall be liable for all costs and expenses incurred by Chatham 44 Condominium or Kyrous Realty Group, Inc.

#### House Rules

I have been provided with a full and complete copy of the House Rules for Chatham 44 Condominium and have read the same. I agree that I will abide by such House Rules as now in effect and as the same may be amended during the period of my ownership of and/or tenancy in the referenced unit.

#### Smoke Detector

I have inspected Unit and an operational smoke detector(s) is installed. if I am approved as a purchaser or lessee of Unit, I will be responsible for the maintenance and repair of such detector(s) and for replacing any such detector(s) which are stolen, removed, missing or rendered inoperable during Applicant's occupancy.

#### Carbon Monoxide Detector(s)

An operational carbon monoxide detector(s) is installed in Unit such that there is not less than one such detector

vithin fifteen	
15) feet of the primary entrance to each room us	sed for sleeping purposes, and that if I am approved as purchaser
r lessee of Unit and do purchase or lease Unit , i	I will be responsible for the maintenance and repair of such
letector(s) and for replacing any such detector(s)	stolen, removed, missing or rendered inoperable during my
occupancy of Unit . I have received from the Unit	Owner, or will receive prior to taking occupancy, written
nformation regarding the testing and maintenance	
Signature for Adult Occupant (18 or Older):	
G C	
——————————————————————————————————————	
Signed on:	,
Signed on.	

(Unit\_Owner)

#### CORE ACKNOWLEDGEMENT FORM

To: Board of Chatham 44 Condominium (the

"Board") Re: Unit

464 West 44th Street, New York NY 10036

The undersigned, in order to induce the Board to act favorably on the application related to the above referenced Unit, does hereby affirm and acknowledge as follows:

#### Unit Owner Acknowledgement

#### Non-Refundable Fees

I have or will submit payment of certain fees in connection with the consideration of the application to the Board of Directors/Managers of Chatham 44 Condominium, including but not limited to fees to the processing of the application. I acknowledge that there are certain costs incurred in the processing of this application, including the fees described herein, and that the aforementioned fees will not be refunded. I release Chatham 44 Condominium, Kyrous Realty Group, Inc. from the return of any of these fees incurred in processing the application, and agree if I seek recovery of any of these fees, I shall be liable for all costs and expenses incurred by Chatham 44 Condominium or Kyrous Realty Group, Inc.

Signature for	Unit Owner:
Signed on:	

### PET ACKNOWLEDGEMENT

To: Board of Chatham 44 Condominium (the

"Board") Re: Unit						
464 West 44th Street,	New York NY 10036					
The undersigned, in or Unit, does hereby affir			orably on the app	lication related to the	above referenced	
To Whom It May Conce	ern:					
I agree that any birds, regulations of the Chat			e kept or harbore	d in Unit in accordance	e with the rules and	
If there is a breach of to owner/lessee may be s						
Check One: I have Pe	ets I have no Pets					
If you have pets, pleas	se list below:					
TYPE:	BREED:	WEIGHT				
Signature for Applican	t:					
Signed on:	<del></del> :					
a Agg Q	_					

#### WINDOW GUARD ACKNOWLEDGEMENT



#### Notice to Tenant or Occupant

You are required by law to have window guards installed in all windows\* if a child 10 years of age or younger lives in your apartment.

Your landlord is required by law to install window guards in your apartment if a child 10 years of age or younger lives in your apartment.

OR

If you ask him to install window guards at any time (you need not give a reason).

It is a violation of law to refuse, interfere with installation, or remove window guards where required, or to fail to complete and return this form to your landlord. If this form is not returned promptly, an inspection by the landlord will follow.

#### CHECK WHICHEVER APPLY:

Samontla Mausa(a)

CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE
OR YOUNGER WINDOW GUARDS ARE INSTALLED IN ALL WINDOWS\*
WINDOW GUARDS ARE NOT INSTALLED IN ALL
WINDOWS\* WINDOW GUARDS NEED MAINTENANCE
OR REPAIR WINDOW GUARDS DO NOT NEED
MAINTENANCE OR REPAIR

Tenant's Name(s):						
Signature for A	Applicant:					
:			6			
Signed on:		E				

(Unit\_Owner)

#### Financial Stability Acknowledgement

To: Board of Chatham 44 Condominium (the

"Board") Re: Unit

464 West 44th Street, New York NY 10036

The undersigned, in order to induce the Board to act favorably on the application related to the above referenced Unit, does hereby affirm and acknowledge as follows:

#### Acknowledgement by Unit Owner Seeking to Lease Condominium Unit

The undersigned Unit Owner or Unit Owners (the "Owners"), in submitting this request for the Board of Managers of the Condominium (the "Board") to waive its right of first refusal in regard to the application to lease this Unit(s), represent and warrant that Owners have taken all steps necessary to verify the financial stability of the proposed Tenant(s) and are satisfied that the proposed Tenant(s) have the financial ability to meet the Tenants' obligations under the proposed lease and are otherwise acceptable tenant(s) to the Owners. The Owners further acknowledges that any review of the proposed Tenants' financial or personal background is being done by the Board solely to determine whether to exercise or waive its right of first refusal. The Board is not obligated to share any of this information with the Owners. If the Board elects to waive its right of first refusal, the Owners shall not rely upon such waiver of its right of first refusal to mean the Board or Kyrous Realty Group, Inc., the managing agent, deems the proposed Tenant(s) financially or otherwise suitable to fulfill the obligations of a tenant(s).

Signature for Unit Owner:						
Signed on:						

# Rules and Regulations of Chatham 44 Condominium

- 1. The sidewalks, entrances, passages, public halls, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the residential units. No vehicle belonging to a Residential Unit Owner, to a family member of a Residential Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee, or agent of a Residential Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to, or exit from the building.
- 2 No baby carriages, bicycles, scooters, or similar vehicles shall be allowed to stand in the public halls, passageways, or other public areas of the Building.
- 3. No article (including, but not limited to, garbage cans, bottles, or mats) shall be placed or stored in any of the halls or on any of the staircases of the Building, nor shall any fire exit thereof be obstructed in any manner.
- 4. Nothing shall be hung or shaken from any doors, windows, balconies or terraces, or placed upon the exterior window sills, of the Building, and no Residential Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.
- 5. There shall be no playing or lounging in the elevator, entrances, passages, public halls, vestibules, corridors, or stairways, of the Building, except in designated recreational areas, if any, or other areas designated as such in the Declaration or by the Board.
- 6. The Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements and/or General Residential Units' Limited Common Elements that may be devoted to storage, recreation, or service purposes in the Building.
- 7. Nothing shall be done or kept in any Residential Unit or in the Limited Common Elements that are designated for the exclusive use of an individual Residential Unit that will increase the rate of insurance of the Building or the contents thereof, without the prior written consent of the Board. No Residential Unit Owner shall permit anything to be done or kept in their Residential Unit or in the Limited Common Elements that are designated for the exclusive use of an individual Residential Unit, that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any Law. No Residential Unit or Common Areas any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Residential Unit or the Limited Common Elements that are designated for the exclusive use of an individual Residential Unit.

- 8. No Residential Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from their Residential Unit or the Limited Common Elements that are designated for the exclusive use of an individual Residential Unit or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Residential Unit Owners. No Residential Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in such Residential Unit Owner's Unit between midnight and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Residential Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction, repair work, or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency or approved by the Board of Managers.
- 9. No Residential Unit Owner shall install any plantings in the Common Elements or the individual Residential Limited Common Elements that are for the exclusive use of an individual Residential Unit without prior written approval of the Board. It shall be the responsibility of the Residential Unit Owner to maintain all plantings in the Residential Unit Owners shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings.
- 10. In the event that any Residential Unit shall be used for home occupation or professional purposes in conformance with the Declaration and the By-Laws and applicable zoning, no patients, clients, or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule.
- 11. No window guards or other window decorations shall be used in or about any Residential Unit, except such as shall have been approved in writing by the Board or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior glass surface of any windows at the Property be colored or painted.
- 12 No ventilator or air conditioning device shall be installed in any Residential Unit without the prior written approval of the Board, which approval may be granted or refused in the sole discretion of the Board.
- 13. No sign, notice, advertisement, or illumination (including, without limitation, "For Sale," "For Lease", or" For Rent" signs) shall be inscribed or exposed on or at any window or other part of the Building, except such as are permitted pursuant to the terms of Declaration and/or By-Laws or shall have been approved in writing by the Board or the Managing Agent. Nothing shall be projected from any window of a Residential Unit without similar approval.

- 14. All radio, television, or other electrical equipment of any kind or nature installed or used in each Residential 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 Residential Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.
- 15. No television or radio antenna or any other type of receiving or transmitting antenna or structure shall be erected on the exterior of a Residential Unit without prior written consent of the Board of Managers. The Board of Managers may adopt such rules and regulations pertaining to antenna so as to comply with the Federal Communications Commission rules adopted on October 14, 1996
- 16. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags or any other article shall be thrown into the same. Any damage resulting from the misuse of any water-closets or other apparatus in a Residential Unit shall be repaired and paid for by the owner of such Residential Unit.
- 17. Each Residential Unit Owner shall keep their Residential Unit and any individual Residential Limited Common Elements that are for the exclusive use of an individual Residential Unit in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.
- 18. The agents of the Board or the Managing Agent, and any contractor or workman authorized by the Board or the Managing Agent, may enter any room in a Residential Unit at any reasonable hour of the day, on at least one day's prior notice to the Residential Unit Owner, for the purpose of inspecting such Residential 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; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Residential Unit for its permitted purposes.
- 19. The Board or the Managing Agent may retain a pass-key to each Residential Unit. If any lock is altered or a new lock is installed, the Board or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Residential Unit Owner is not personally present to open and permit an entry to their Residential Unit at any time when an entry therin is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Board or the Managing Agent, then the Board or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Residential Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Residential Unit Owner's property).

- 20. If any key or keys are entrusted by a Residential Unit Owner, by any family member thereof, or by their agent, tenant, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Residential Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Residential Unit owner, and neither the Board nor the Managing Agent shall (Except as provided in Rule (18) above) be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting there fromor connected therewith.
- 21. No occupant of the Building shall send any employee of the Condominium or of the Managing Agent out of the Building on any private business.
- 22. Any Residential Unit Owner who mortgages or sells their Residential Unit shall immediately notify the Board of Managers, providing the name and address of the new mortgagee or new Residential Unit Owner.
- 23. The Board of Managers shall, at the request of the mortgagee of the Residential Unit, report any delinquent assessments due from the Owner of such Residential Unit.
- 24. Every Residential Unit Owner shall be liable for any and all damage to the Common Elements, which shall be caused by said Residential Unit Owner, the Residential Unit Owner's permitted lessees and occupants of Residential Units, their respective family members and guests and such other person for whose conduct the Residential Unit Owner is legally responsible.
- 25. There shall be no barbecuing on any patios, balconies or terraces or any Common Elements except as may be permitted by the Board of Managers in compliance with any New York City Health or fire codes and regulations.
- 26. Residential 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 the management of the Building
- 27. Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Board. Further, any such consent or approval may, in the discretion of the Board or the Managing Agent, be conditional in nature.
- 28. Complaints regarding the service of the Condominium shall be made in writing to the Board or the Managing Agent.
- 29. No storage of flammables are permitted in the Storage Units.

# KYROUS REALTY GROUP, INC. Real Estate Management

August 30, 2018

All Unit Owners Chatham 44 Condominium 464 West 44th Street New York, NY 10013

Re:

Local Law 147

Dear Unit Owner:

In August 2017, New York City passed Local Law 147, which requires residential buildings with three or more residential units to create and enforce a policy on smoking and to notify all Owners and residents. This guide explains the purpose of this law and offers recommendations on how to meet its requirements. This law went into effect on August 28th, 2018.

Local Law 147 seeks to protect residents from the dangers of secondhand smoke, so they may make informed decisions about where to live. Secondhand smoke is smoke that comes from burning any products used for smoking or that is exhaled by smokers.

The law requires that owners of buildings with three or more residential units:

- Create a policy on smoking and periodically notify the residents and owners of the policy.
- Identify where smoking is and is not allowed on the property, including all indoor and outdoor locations. (The Smoke-Free Air Act bans smoking tobacco or non-tobacco products and using e-cigarettes in common indoor areas.)
- Provide an annual notification of the policy on smoking to residents.
- Provide a notice to residents if the policy on smoking changes.

The enclosed Amendment to the Rules and Regulations of the Condominium has been duly adopted by the Board of Managers and will go into effect as required.

Thank you and contact our office with any questions.

Very truly yours

Harriet Kyrous

**Kyrous Realty Group** 

Enclosure

# Chatham 44 Condominium 464 West 44th Street New York, NY 10013

#### NOTICE OF AMENDMENT TO RULES AND REGULATIONS

TO:

**ALL UNIT OWNERS** 

FROM:

**BOARD OF MANAGERS** 

DATE:

August 29, 2018

PLEASE TAKE NOTICE THAT THE CONDOMINIUM BOARD HAS AMENDED THE CONDOMINIUM RULES AND REGULATIONS: THE FOLLOWING IS A NEW RULE #30 WHICH WILL BE EFFECTIVE THIRTY DAYS FROM THE DATE SET FORTH ABOVE.

30. As of the date of adoption of this rule, smoking is prohibited in all of the common areas of the building as required by all applicable laws, including in the elevators, hallways, stairways, lobby, amenity facilities, as well as in areas within 25 feet of any entrance to or egress from the building. No person shall smoke in the areas where smoking is prohibited by this rule or permit smoking by any occupant, agent, tenant, invitee, guest, friend, or family member in such areas.

Provided that it does not create unreasonably disturbing secondhand smoke that interferes with the rights, comforts, or conveniences of other residents, and subject to applicable law and the condominium's governing documents, smoking is currently permitted inside a resident's individual apartment unit. The unit owner is responsible for any secondhand smoke entering the common areas or other apartment units from the resident's individual apartment unit and has an obligation to put into effect measures to ensure secondhand smoke does not enter into common areas or other apartment units.

The smoking of illegal substances is prohibited in all areas of the building.

The term "smoking" as used in this rule includes inhaling, exhaling, burning, carrying or otherwise handling or controlling any lit, heated or smoldering cigar, cigarette, electronic cigarette, herbal cigarette or non-tobacco smoking product, water pipe, vaping device, pipe, or any form of lighted object or device which contains tobacco or tobacco products.

A notice setting forth this smoking policy will be displayed prominently in the building's lobby. The building's board reserves the right to revise and/or amend this current smoking policy.

#### **CHATHAM 44 CONDOMINIUM**

c/o Kyrous Realty Group, Inc. 263 West 38<sup>th</sup> 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.
- Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards.
- Always report peeling paint to your landlord. Call 311 if your landlord does not respond.

These requirements apply to buildings with 3 or more apartments built before 1960. They also apply 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).

- 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 4<sup>1</sup>/<sub>2</sub> inches above or below the guard, on the side of the guard, or between the bars.
- 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.

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

Complete the bottom part of this form and return it to your management company.

×	*********												
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.													
									$\square$ I have window guards, but t	hey need repair.			
									Last Name	First Name		Middle Initial	
									Street Address	Apt. #	City	State	Zip Code
									Signature	D	Date Telephone Number		umber

Deadline for return: February 15, 2019

Return form to: Kyrous Realty Group. Call 311 for more information on preventing lead poisoning and window falls.

DOHMH-approved: October 20, 2018

#### **CHATHAM 44 CONDOMINUM**

c/o Kyrous Realty Group, Inc. 263 West 38<sup>th</sup> Street, Suite #15E New York, NY 10018-5851

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- 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.

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×														
Please check all boxes t	:hat 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.					
	of age (10 years or younger) live	•	nt:											
☐I want window guards	s installed anyway.	, ,												
☐I have window guards														
Last Name	First Name		Middle Initial											
Street Address	Apt. #	City	State	Zip Code										
Cinnak														
Signature	D	Date		Telephone Number										

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DOHMH-approved: October 20, 2018



# 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 appllances 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.cl.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