

# 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

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## 243 West 98<sup>th</sup> Condominium – Sublet Application and Required Documents.

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

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

### COMMON CHARGES MUST BE CURRENT IN ORDER TO PROCESS YOUR SUBLET APPLICATION.

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. Completed Sublease Application (Enclosed)
2. Copy of fully executed Lease Agreement between the Unit Owner and Tenant
3. Signed Rider to Lease Form
4. Signed Consent to Lease Unit Form
5. Signed Applicant's Release Form
6. Letter from current landlord/management agent verifying status of tenancy
7. House Rules Acknowledgement
8. Signed New York City: Window Guard/Lead Paint Notice

Incomplete applications will not be processed. Items missing will only delay the Managing Agent's review and submission to the Board.

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### Schedule of Fees—Due with Application

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1. **From the Tenant: A move-in Deposit: \$500 Check (\$250 Refundable), payable to 243 West 98<sup>th</sup> St. Condominium.** The Deposit is refunded after the tenant moves in the building, provided no damage has occurred to the common area as a result of the move in or out and all House Rules are adhered to. This check must be in the form of a certified check or money order.
2. **From the Owner: A move-out Deposit: \$500 Check (\$250 Refundable), payable to 243 West 98<sup>th</sup> Street. Condominium.** The Deposit is refunded after the owner moves out of the building, provided no damage has occurred to the common area as a result of the move in or out and all House Rules are adhered to. This check must be in the form of a certified check or money order.
3. **Application Processing Fee: \$450 certified check or money order payable to Kyrous Realty Group, Inc. (Payable by Lessee).** This check must be in the form of a certified check or money order. This check is non-refundable.
4. **Messenger Fees: All messenger fees incurred for processing this application will be charged to the Unit Owner's common charge account.**

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## Insurance Requirements

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Upon approval of your application and prior to moving in/moving out of the building, we must be provided with an insurance certificate from your moving company, naming the following:

1. The tenant(s) must be named as insured; Please include the building address and unit number on the insurance certificate.
2. 243 West 98 Condominium and Kyrous Realty Group, Inc. must be named as additional insured.

Proof of Workers Compensation and Disability insurance is required and must be included on the insurance certificate.

Please note that move- ins/move outs will not be permitted if we are not provided with an insurance certificate. Please ask your moving company to fax a copy of the insurance certificate to the office of the managing agent @ 212-302-3855, prior to your scheduled move in date.

Please submit all documents for processing to the office of the Managing Agent:

Kyrous Realty Group, Inc.  
263 West 38<sup>th</sup> Street, Suite 15E  
New York, New York 10018.

Upon receipt of the complete application the package will be submitted to the Board of Managers for review.

Please allow 30 days for processing this application.

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## Move In Procedures

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1. Move-ins/ move-outs are permitted on Monday thru Friday between the hours of 9:00 a.m. until 4:00 p.m. only, and must be coordinated with the managing agent at least three days before your scheduled move-in date.
2. No weekend or Holiday move ins or move -outs are permitted. Moving in or out during unapproved times may result in the forfeiture of your deposit.
3. Move-in and move-outs will be monitored by building personal. The individual will control access to the building and the use of the lobby space and the elevator by the moving company during the move. The fee will be charges to the Unit Owner and must be paid upon billing. If the fee is not paid upon billing it will be deducted from the Owners move in deposit if not paid within 2 weeks of move-out.
4. On the day of move-in or move -out, the unit owner or movers must contact the building superintendent in person prior to starting the move, and must contact the superintendent again in person at the conclusion of the move.
5. At the start of any move-in or move-out, the superintendent will conduct an inspection of all common areas used during the move including, but not limited to the foyer, the lobby, the stairwells, the elevator, and any and all floor hallways used during the move-in or move-out to assess existing conditions prior to the start of the move. The superintendent will note down, or a designated form the existing conditions. The unit owner, mover or representative of either may accompany the superintendent for this purpose, and may sign the inspection form to indicate acknowledgment of the conditions prior to the move.
6. At the conclusion of the move-in or move -out, the superintendent will conduct an inspection of all common areas used during the move including, but not limited to the foyer, the lobby, the stairwells, the elevator, and any and all floor hallways used during the move-in or move-out t assess and damages. The superintendent will note down, or a designated form any and all new damage caused by the move. The unit owner, mover or representative of either may accompany the superintendent for this purpose, and may sign the inspection form to indicate acknowledgement of the conditions at the conclusion of the move. At its sole discretion, the Board or the Managing Agent will price the cost of repair to any damage that occur during the move and will charge the cost of those repairs to the unit owner. The unit owner shall pay the cost of the repairs promptly when they are charged. If the cost of the repairs is less than the amount of move-in, move-out deposit, the unit owner may elect to pay for them from the deposit, but must replenish the deposit within 30 days.
7. Any failure to comply with the terms of the sublease application may result in forfeiture of the move-in, move-out deposit. No sub-tenant will be permitted to move in if the unit owner is not in full compliance with the terms of the sub-lease application at the time of the move.

# 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

## Sublet Application - 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: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

Relationship: \_\_\_\_\_

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

BUSINESS REFERENCES

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

PERSONAL REFERENCE#2:

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FINANCIAL REFERENCES

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PERSONAL ACCOUNTS: CHECKING

Bank Name: \_\_\_\_\_

Account No: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

PERSONAL ACCOUNTS: CHARGE CARD#1

Account Name: \_\_\_\_\_

Account No: \_\_\_\_\_

Exp. Date: \_\_\_\_\_

PERSONAL ACCOUNTS: CHARGE CARD#3

Account Name: \_\_\_\_\_

Account No: \_\_\_\_\_

Exp. Date: \_\_\_\_\_

BUSINESS ACCOUNTS: CHECKING

Bank Name: \_\_\_\_\_

Account No: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Applicant Signature

PERSONAL ACCOUNTS: SAVINGS

Bank Name: \_\_\_\_\_

Account No: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

PERSONAL ACCOUNTS: CHARGE CARD#2

Account Name: \_\_\_\_\_

Account No: \_\_\_\_\_

Exp. Date: \_\_\_\_\_

PERSONAL ACCOUNTS: CHARGE CARD#4

Account Name: \_\_\_\_\_

Account No: \_\_\_\_\_

Exp. Date: \_\_\_\_\_

CLOSEST LIVING ADULT RELATIVE

*(Not intending to reside with Applicant)*

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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**EMERGENCY CONTACT INFORMATION**

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APPLICANT INFORMATION:

Person to call in the event of an emergency

Contact Name: \_\_\_\_\_

Residence Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

Office Phone: \_\_\_\_\_

**RIDER TO LEASE**  
**By and Between**

\_\_\_\_\_  
Owner

and

\_\_\_\_\_  
Tenant(s)

Unit No.: \_\_\_\_\_

Premises:       The 243 West 98 Condominium  
                  New York, NY 10025

1.       This Lease shall be subject to the terms, conditions and covenants of the Declaration and By-Laws of The 243 West 98 Condominium (the "Condominium") and the rules and regulations promulgated in accordance therewith.
  
2.       This Lease is subject to the right of first refusal held by the Board of Managers of the Condominium (the "Board"). Tenant agrees to furnish what information is reasonably required to obtain waiver of the right of first refusal and Landlord will promptly apply to the Board for waiver of the right of first refusal.
  
3.       This Lease may not be modified, amended, extended or assigned without the prior written consent of the Board. Tenant shall not assign the Lease nor sublet the demised premises or any part thereof without the prior written consent of the Board.
  
4.       The Board shall have the right to terminate this Lease and/or bring summary proceedings to evict the Tenant in the name of the Landlord hereunder, in the event of:
  - (i) a default by Tenant in the performance of his/her obligations under such Lease, or
  - (ii) a foreclosure of the lien granted by Section 339-Z of the Real Property Law of the State of New York.
  
5.       Tenant agrees to abide by the standards of conduct and such rules and regulations as are established by the Declaration and By-Laws of the Condominium.
  
6.       If there is any conflict between the terms of the Declaration of Condominium and the terms of this rider and the terms of the printed Lease, the terms of the Declaration of the Condominium and the By-Laws shall prevail over the terms of this rider which shall itself prevail over the terms of the printed Lease.
  
7.       Tenant agrees that the terms and conditions of paragraph 15 are to be understood to apply to Tenant's condominium.



\_\_\_\_\_  
Owner

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Owner  
Approved: The 243 West 98 Condominium

\_\_\_\_\_  
Tenant

By: \_\_\_\_\_

**NOTE: ALL RECORDED UNIT OWNERS MUST SIGN THE LEASE AND ANY RIDERS (INCLUDING THIS), AS SHOULD ALL INTENDING TENANTS.**

**KYROUS REALTY GROUP, INC.**  
**Real Estate Management**

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**CONSENT TO LEASE UNIT # \_\_\_\_\_**

The Board of Managers ("Board") of The 243 West 98 Condominium ("Condo") having an office c/o Kyrus Realty Group, Inc., 262 West 38<sup>th</sup> Street, New York, New York, hereby consents to the leasing by the Unit Owner ("Unit Owner") of the above referenced unit ("Unit") to \_\_\_\_\_ ("Tenant"), such Unit being demised by Condo to Unit Owner by that certain deed dated \_\_\_\_\_ and such consent being upon the following terms and conditions.

1. Nothing herein contained shall be construed to modify, waive or impair any of the provisions of the Condo By-Laws ("By-Laws"), House Rules or Declaration, waive any breach thereof or any rights of Board or enlarge or increase Unit Owner's obligations under the By-Laws, House Rules or Declaration.
2. Unit Owner shall remain liable for the performance of all obligations in the By-Laws, House Rules and Declaration on the part of Unit Owner to be performed including, but not limited to, the payment of all sums now or hereafter becoming payable thereunder, and Tenant shall be jointly and severally liable for all obligations of Unit Owner under the By-Laws, House Rules and Declaration. Unit Owner and Tenant hereby state that they have read the By-Laws and House Rules and Regulations of The 243 West 98 Condominium. Unit Owner and Tenant hereby agreed to be bound by such laws, rules and regulations now in effect or as they may be amended from time to time.
3. The Lease between Unit Owner and Tenant shall be subject and subordinate to the By-Laws, House Rules and Declaration of the Condo, and this Consent including, without limitation, the Board's right to collect rent from Tenant. In the event of any conflict, the Lease shall be deemed amended to be in conformity herewith. The Lease shall be for a term expiring not later than \_\_\_\_\_, and Unit Owner shall use all reasonable efforts to regain possession promptly after the expiration. Unit Owner's failure to do so shall constitute a default under the By-Laws, House Rules and Declaration.
4. This Consent shall not be construed as a consent by the Board to the sale, hypothecation, transfer or other disposition of the subject premises and its appurtenant interest to Tenant, or any other party, not to any other or further letting by Unit Owned or Tenant, and notwithstanding anything contained in the By-Laws, House Rules, Declaration or Lease to the contrary, Tenant shall not assign the Lease or further sublet the Premises or any part thereof without the prior written consent of the Board.
5. The Premises shall be used by Tenant solely as the private residential apartment of the named Tenant and for no other purposes.

6. Upon the expiration or any earlier termination of the Lease, the Lease shall expire, and Tenant shall vacate the Premises on or before such date. In the event Tenant fails to so vacate, the Board shall be entitled to all rights and remedies available to a condominium against holdover tenant.
  
7. In the event of the violation by Unit Owner or Tenant of any other provisions hereof, the Board may give written notice of such violation to Unit Owner and Tenant by certified mail, addressed to said parties at the Premises. If such violation shall not be discontinued or corrected within the time specified in such notice, the Board may, in addition to its other remedies, revoke this Consent. Furthermore, in the event the Board notifies Tenant in writing that Unit Owner has failed to pay any maintenance, assessment or other charge to the Condo for a period in excess of ten (10) days, Tenant agrees that its entire next monthly installment or installments of rent shall be made payable and sent directly to the Condo until further notice from the Board that Unit Owner is no longer in default. It is understood and agreed that the acceptance of any payments on Unit Owner's behalf shall not be deemed an acceptance of Tenant as Unit Owner, nor release Unit Owner from any default under the By-Laws, House Rules or Declaration.
  
8. No alterations, additions or physical changes shall be made in the Premises or any part thereof, without the Board's prior written consent in accordance with the terms of the By-Laws, House Rules and Declaration.
  
9. The Consent shall not be effective unless and until the Board has been furnished with a fully executed counterpart of this Consent, and the legal fees and disbursements of the Condo's counsel, if any, and processing fee of the Condo's managing agent in connection with this Consent, as well as any sublet fee or surcharge of the Condo have been paid by unit Owner.
  
10. Any notice or demand given by the Condo pursuant to the By-Laws, House Rules or Declaration, and any petition, notice of petition or any other paper served in connection with a summary proceeding brought by the Condo against Unit Owner as a result of any default of Unit Owner or Tenant under the By-Laws, House Rules, and Declaration may be served on Tenant whom Unit Owner irrevocably appoints its agent in such connection.
  
11. Submission of this form shall constitute the right of Kyroux Realty Group, Inc. or the 243 West 98 Condominium to obtain credit information on the Tenant.

IN WITNESS WHEREOF, the parties hereto have executed this Consent as of the \_\_\_\_\_ day of \_\_\_\_\_.

The 243 West 98 Condominium

by: \_\_\_\_\_

\_\_\_\_\_  
Unit Owner (please print)

\_\_\_\_\_  
Unit Owner (signature)

**243 West 98 Condominium  
Applicant's Release**

Re: 243 West 98 Street  
New York, NY 10025

Unit Number: \_\_\_\_\_

The undersigned applicant(s) is (are) submitting an application to sublease the above referenced unit.

The applicant has submitted payment for certain fees, including but not limited to fees to check applicant's credit history and to process this application.

The applicant acknowledges that the application to lease the unit may or may not be approved by the Board of Managers of the condominium, and that if the application is not approved; no reason for the disapproval needs to be provided. Whether the application is approved or not approved, certain costs and expenses will be incurred and those fees and or expenses will not be refunded to the applicant.

The applicant releases both, the condominium and the managing agent from any liability for the return of any fees incurred in processing the application and agrees that in the event the applicant seeks recovery of such fees, the applicant shall be liable for any legal expenses incurred by the condominium and or managing agent.

By: \_\_\_\_\_  
Applicant

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Applicant

Date: \_\_\_\_\_

**Addendum to the By-Laws of  
THE 243 WEST 98 CONDOMINIUM  
RULES AND REGULATIONS  
OF  
THE 243 WEST 98 CONDOMINIUM**

1. The sidewalks, entrances, passages, public halls, elevators, 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 Units.

2. No velocipedes, bicycles, scooters, or similar vehicles shall be taken into or from the Building through the main entrance or shall be allowed in any of the elevators of the Building other than the elevator designated by the Condominium Board or the Managing Agent for such purpose, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public halls, passageways, or other public areas of the Building.

3. All service and delivery persons will be required to use the service entrance or such other entrance of the Building designated by the Condominium Board. In addition, all servants, messengers and tradespeople visiting the Building shall use the elevator designated by the Condominium Board or the Managing Agent for the purposes of ingress and egress, and shall not use any of the other elevators for any purpose, provided, however, that nurses in the employ of Unit Owners or their Family Members, guests, tenants, subtenants, licensees, or invitees may use any of the other elevators when accompanying said Unit Owners, Family Members, guests, subtenants, licensees or invitees.

4. Trunks and heavy baggage shall be taken in or out of the Building only by the elevator designated by the Condominium Board or the Managing Agent for that purpose and only through the service entrance.

5. 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 or fire tower landings of the Building, nor shall any fire exit thereof be obstructed in any manner.

6. The storage rooms of the Building shall be used by all Unit Owners, in common, only for the storage of trunks, bags, suitcases and packing cases, all of which shall be empty, and for the storage of such other articles as the Condominium Board, in its sole discretion, may determine. Supervision, management and control of the storing in and removal of a Unit Owner's property from the storage rooms is vested in the Condominium Board. The use of the

storage rooms shall be at the sole risk of the Unit Owner or other person using the same, and the Condominium Board, its agents, or the Managing Agent shall not be liable for any injury to person, loss by theft or otherwise, or damage to property, whether due to the negligence of the Condominium Board, its agents, the Managing Agent, or otherwise.

7. The laundry and drying apparatus in the laundry room of the Building shall be used in such manner and at such times as the Condominium Board or the Managing Agent may direct. No clothes, sheets, blankets, laundry, or other articles of any kind shall be hung on or out of a Unit or shall be dried or aired on any open terrace or patio.

8. No refuse from the Units shall be sent to the cellar of the Building, except at such times and in such manner as the Condominium Board or the Managing Agent may direct. Nothing shall be hung or shaken from any doors, window, or open terraces or patios, or placed upon the window sills, of the Building, and no Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.

9. There shall be no playing or lounging in the entrances, passages, public halls, elevators, vestibules, corridors, stairways, or fire towers of the Building, except in recreational areas or other areas designated as such in the Declaration or by the Condominium Board.

10. The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements devoted to storage, recreation, or service purposes in the Building.

11. Nothing shall be done or be kept in any Unit or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof, without the prior written consent of the Condominium Board. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements 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 Unit Owner or any of his or her Family Members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his or her Unit any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

12. There shall be no barbecuing in the Units, or in the Common Elements, except for those areas (if any) specifically designated for barbecuing by the Condominium Board.

13. No Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his or her Unit or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No 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 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 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 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.

14. No bird, reptile, or animal shall be permitted, raised, bred, kept, or harbored in the Building unless, in each instance, the same shall have been expressly permitted in writing by the Condominium Board or the Managing Agent. Any such consent, if given, shall be revocable at any time by the Condominium Board or the Managing Agent in their sole discretion. In no event shall any bird, reptile, or animal be permitted in any public elevator of the Building, other than the elevator designated by the Condominium Board or the Managing Agent for that purpose, 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, patios, terraces, or other public portions of the building, or on the sidewalk or street adjacent to the Building.

15. No Unit Owner shall install any plantings on any terrace or patio, without the prior written approval of the Condominium Board. 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 or patio 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 and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such terrace or patio, but shall stand on supports at least two inches above such surface. 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. Such Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings.

16. No group tour or exhibition of any Unit or its contents shall be conducted, nor shall any auction sale be held in any Unit, without the consent of the Condominium Board or the Managing Agent in each instance. In the event that any Unit shall be used for home out-patient purposes in conformance with the Declaration and the By-Laws, no patients, clients or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule.

17. Unless expressly authorized by the Condominium Board in each instance, not less than eighty percent of the floor area of each Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting, or equally effective noise-reducing material.

18. No window guards or other window decorations shall be used in or about any Unit, except such as shall be required by law or shall have been

approved in writing by the Condominium Board or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior glass surfaces of any windows at the Property be colored or painted.

19. No ventilator or air conditioning device shall be installed in any Unit without the prior written approval of the Condominium Board, which approval may be granted or refused in the sole discretion of the Condominium Board.

20. No radio or television aerial shall be attached to or hung from the exterior of the Building, and 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 parts of the Building, except such as are permitted pursuant to the terms of the Declaration and/or the By-Laws or shall have been approved in writing by the Condominium Board or the Managing Agent. Nothing shall be projected from any window of a Unit without similar approval.

21. 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.

22. 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 misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the owner of such Unit.

23. Each Unit Owner shall keep his or her Unit in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

24. The agents of the Condominium Board or the Managing Agent and any contractor or workman authorized by the Condominium Board or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, 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; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

25. The Condominium Board or the Managing Agent may retain a pass-key to each Unit. If any lock is altered or a new lock is installed, the Condominium Board or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not



personally present to open and permit an entry to his or her Unit at any time when an entry there is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Condominium Board or the Managing Agent, then the Condominium 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 Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Unit Owner's property).

26. If any key or keys are entrusted by a Unit Owner, by any Family Member thereof, or by his or her agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such 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 Unit Owner, and neither the Condominium Board nor the Managing Agent shall (except as provided in Rule 25 above) be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

27. Unit Owners and their respective Family Members, guests, servants, employees, agents, visitors, or licensees shall not at any time or for any reason whatsoever enter upon, or attempt to enter upon, the roof of the Building.

28. 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.

29. 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 Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing agent, be conditional in nature.

30. Complaints regarding the service of the Condominium shall be made in writing to the Condominium Board or to the Managing Agent.

The 243 West 98 Condominium  
243 West 98<sup>th</sup> Street  
New York, New York 10025

NOTICE OF AMENDMENT TO RULES AND REGULATIONS

BY CERTIFIED MAIL – RETURN RECEIPT REQUESTED

TO: ALL UNITHOLDERS

FROM: BOARD OF MANAGERS  
THE 243 WEST 98 CONDOMINIUM

DATE: JULY 29, 1999

PLEASE TAKE NOTICE THAT THE CONDOMINIUM BOARD HAS AMENDED THE CONDOMINIUM'S RULES AND REGULATIONS. FOLLOWING IS A NEW RULE 31 WHICH WILL BE EFFECTIVE THIRTY DAYS FROM THE DATE SET FORTH ABOVE:

31. A Unit Owner shall be required to pay the Condominium, as a fine, the sum of \$25.00 per day per Unit for each day the Unit Owner allows a prohibited condition to continue unabated after receipt of notice of the prohibited condition. Notwithstanding the foregoing, if the prohibited condition is such that it cannot be immediately abated, then, provided that Unit Owner immediately undertakes to abate the prohibited condition and diligently pursues such abatement, then no fine shall be imposed. Prohibited conditions exist when a Unit Owner:
- (A) makes, causes, or permits any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from the Unit Owner's Unit or otherwise permits interference with the rights, comforts or conveniences of the other Unit Owners or other inhabitants of the Building;

- (B) fails to keep the Unit Owner's Unit in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws, including the maintenance of a nuisance, violation, or other improper, offensive and unlawful conduct or condition in connection with the subject Unit;
- (C) maintains objects in the common areas of the Property (except for storage areas) without written permission from the Condominium Board;
- (D) installs any ventilator or air conditioning device in the Unit Owner's Unit or otherwise in or on the Property without the prior written approval of the Condominium Board; and
- (E) uses water-closets and other water apparatus in the Building for any purpose other than those for which they were designed, including placing sweepings, rubbish, grease or any other inappropriate article or substance into same.

The Condominium will invoice the offending Unit Owner on a monthly basis. Fines are payable upon receipt of the invoice. Should the Condominium fail to receive payment within 30 days from issuance of an invoice, without further notice from the Board, interest will accrue at the rate of 1% per month until all invoiced fines and interest are paid. Should the Board institute legal proceedings to enforce a Unit Owner's obligation to pay fines or interest, the Board shall be further entitled to payment of its costs and expenses, including attorneys' fees, incurred in its enforcement efforts.

## **RESOLUTION OF THE BOARD OF MANAGERS OF THE 243 WEST 98 CONDOMINIUM**

The following resolution was duly adopted by the Condominium Board at a regular meeting held on July 8, 2003, after a discussion, on motion duly made by the Board of Managers and upon a unanimous vote:

RESOLVED, that the Rules and Regulations are amended by adding the following as Rule 32:

32. The use of Storage Lockers shall be rented for use by resident/unit owners only.

Upon subletting a unit, the rental of storage locker will be terminated within 30 days of approval of the sublet, and any or part of the annual rental fee shall be reimbursed to the unit owner.

Storage bins are not transferable with the sale of a unit.

The 243 West 98 Condominium  
243 West 98<sup>th</sup> Street  
New York, NY 10025

NOTICE OF AMENDMENT TO RULES AND REGULATIONS

TO: ALL UNIT OWNERS  
FROM: BOARD OF MANAGERS  
DATE: JUNE 1, 2018

PLEASE TAKE NOTICE THAT THE CONDOMINIUM BOARD HAS AMENDED THE CONDOMINIUM'S RULES AND REGULATIONS. THE FOLLOWING IS A NEW RULE#33 WHICH WILL BE EFFECTIVE THIRTY DAYS FROM THE DATE SET FORTH ABOVE.

33. 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 permissmoking 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 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.

**My/Our signature(s) below indicate that I/we have received, read, understand and agree to abide by the House Rules of the Corporation.**

\_\_\_\_\_  
**Signature of Applicant**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Signature of Co-Applicant**

\_\_\_\_\_  
**Date**

# Local Law 1 - NYC Lead Poisoning Prevention Law Information for Tenants

The text below is a printer-friendly version of the New York City Department of Health and Mental Hygiene (DOHMH) brochure for tenants entitled, "Fix Lead Paint". For additional information on lead poisoning, go to [www.nyc.gov/lead](http://www.nyc.gov/lead) or call 311.

## Fix Lead Paint Hazards:

### What Landlords Must Do and Every Tenant Should Know

#### Lead Can Cause Learning Problems

Lead is a poison often found in old paint. Peeling lead paint is the most common cause of lead poisoning in young children. Lead dust from peeling paint can land on window sills, floors, and toys. When children play on the floor and put their hands and toys in their mouths, they can swallow lead dust.

#### Preventing Lead Poisoning: What the Law Requires

In New York City, Local Law 1 of 2004 requires landlords to identify and fix lead paint hazards in the apartments of young children. This law applies to your apartment if:

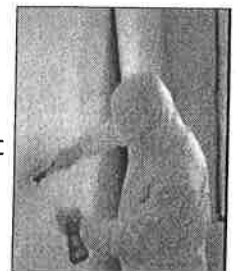
- The building was built before 1960 (or between 1960 and 1978 if the owner knows that the building has lead paint), and
- The building has 3 or more apartments, and
- A child under the age of 6 lives in your apartment.

#### What Are Lead Paint Hazards?

- Dust from lead paint.
- Peeling or damaged lead paint.
- Lead paint on:
  - Crumbling plaster or rotted wood.
  - Doors and windows that stick or rub together.
  - Window sills and any other surfaces that have been chewed on by children.

#### Things Landlords Must Do

- In buildings covered by Local Law 1, landlords must find out if any children younger than 6 years live in the building and inspect those apartments for lead paint hazards **every year**.
- Landlords must use safe work practices and trained workers when fixing lead paint hazards and when doing general repair work that disturbs lead paint.
- Local Law 1 requires landlords to use firms certified by the U.S. Environmental Protection Agency when disturbing more than 100 square feet of lead paint, replacing windows, or fixing violations issued by the New York City Department of Housing Preservation and Development (HPD).
- Landlords must repair lead paint hazards **before** a new tenant moves into an apartment.
- Landlords must keep records of all notices, inspections, repairs of lead paint hazards, and other matters related to the law. HPD may ask the landlord for copies of this paperwork.



**Before repair work begins, landlords must make sure that trained workers:**

# Local Law 1 - NYC Lead Poisoning Prevention Law

## Information for Tenants

- Post warning signs outside the work area.
- Tell tenants to stay out of the work area.
- Clean the work area with wet mops or HEPA vacuums.
- Remove all items that can be moved from the work area.
- Cover furniture that cannot be moved.
- Seal floors, doors, and other openings with plastic and waterproof tape.



**While repair work is going on**, landlords must make sure trained workers clean the work area every day with wet mops and HEPA vacuums.

**Landlords and contractors must NEVER dry-scrape or dry-sand lead paint.**

**After repair work is finished, landlords must:**

- Hire only trained workers to clean the work area with wet mops and HEPA vacuums.
- Hire a company or individual trained to take "clearance dust wipes" to make sure lead dust levels are below: 40 mcg/sf for floors, 250 mcg/sf for window sills, and 400 mcg/sf for window wells (mcg/sf = micrograms of lead per square foot). If levels are higher, clean-up must be repeated and the dust wipes taken again.
- Give a copy of clearance dust wipe results to the tenant.

### Things Tenants Must Do

- Tenants must fill out and return the ANNUAL NOTICE form they receive each year from their landlord. This form tells your landlord if any children younger than 6 years live in your apartment.
- Wash floors, window sills, hands, toys, and pacifiers often.
- Remind your doctor to test your child for lead poisoning at ages 1 and 2. Ask the doctor about testing older children.
- If a child younger than 6 comes to live with you during the year or if you have a baby, you must notify your landlord in writing.

**Tenants should also:**

- Report peeling paint in your apartment to your landlord.
- Call 311 if your landlord does not fix peeling paint or if you think repair work is being done unsafely.



**Call 311 to**

- **Report unsafe work practices.**
- **Learn more about how to prevent lead poisoning.**
- **Find out where to get your child tested for lead poisoning, and for diagnosis and treatment information.**
- **Order more copies of this brochure or other materials on lead poisoning prevention.**

Owners of multiple dwellings (3 or more apartments) must give this brochure to tenants when they sign a lease or move into an apartment if the multiple dwelling was built before 1960, or was built between 1960 and 1978 if the owner knows that the building has lead paint. This brochure contains basic information about Local Law 1 of 2004 and is provided for your convenience only. For a copy of the law and applicable rules go to [nyc.gov/hpd](http://nyc.gov/hpd).



INQUILINO: MANTENGA UNA COPIA PARA LOS ARCHIVOS COPIA DEL  
DUEÑO/COPIA DEL INQUILINO  
APPENDIX B ANNUAL NOTICE FOR PREVENTION OF LEAD-BASED PAINT  
HAZARDS—INQUIRY REGARDING CHILD

You are required by law to inform the owner if a child under six years of age resides or will reside in your dwelling unit (apartment). If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. **IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD.** If you do not respond to this notice, the owner is required to attempt to inspect your apartment to determine if a child under six years of age resides there.

If a child under six years of age does not reside in the unit now, but does come to reside in it at any time during the year, you must inform the owner in writing immediately. If a child under six years of age lives in the unit you should also inform the owner immediately if you notice any peeling paint or deteriorated surfaces in the unit during the year. You may request that the owner provide you with a copy of any records required to be kept as a result of a visual inspection of your unit.

Please complete this form and return one copy to the owner or his or her agent or representative by February 15th. Keep one copy of this form for your records.

CHECK ONE:  A child under six years of age resides in the unit

A child under six years of age does not reside in the unit.

\_\_\_\_\_ (Occupant signature)

Print occupant's name, address and apartment number: \_\_\_\_\_

RETURN THIS FORM TO: \_\_\_\_\_

OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS OWNER COPY/OCCUPANT  
COPY  
APENDICE B

AVISO AÑUAL PARA MEDIDAS DE PRECAUCION CON LOS PELIGROS DE  
PLOMO

EN LA PINTURA-ENCUESTA RESPECTO AL NIÑO

Usted esta requerido por ley informarle al dueno si un niño menor de seis años de edad esta viviendo o vivirá con usted en su unidad de vivienda (apartamento). Si tal niño vive en la unidad, el dueño del edificio esta requerido hacer una inspección visual añualmente de la unidad para determinar la presencia peligrosa de plomo en la pintura. POR ESO ES IMPORTANTE QUE USTED LE DEVUELVA ESTE AVISO AL DUEÑO O AGENTE AUTORIZADO

The 243 West 98 Condominium  
 c/o Kyrour 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.
- **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 4<sup>1</sup>/<sub>2</sub> 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**

The 243 West 98 Condominium  
 c/o Kyrour Realty Group, Inc.  
 263 West 38<sup>th</sup> Street, Suite 15E  
 New York, NY 10018-5851

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**DOHMH-approved: November 05, 2010**



# 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

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.

### NO

#### Plastic- or wax- coated paper

Candy wrappers, take-out containers, etc.

#### Carbon paper

#### Heavily soiled paper or cardboard

#### Hardcover books

## 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](http://www.ci.nyc.ny.us/html/dos/html/bw_home/index.html)

To find this guide online, go to [www.nrdc.org/cities/recycling/](http://www.nrdc.org/cities/recycling/)

Natural Resources Defense Council  
40 West 20th Street, New York, NY 10011 | 212 727-2700  
[www.nrdc.org](http://www.nrdc.org)