

KYROUS REALTY GROUP, INC.

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

40 West 22nd Street Tenants Cooperative Corp.–Purchase Application and Required Documents

The following is a list of the items you are required to submit for the board to review your application. Please be sure to provide all the information to carine@kyrousrealtygroup.com. **DO NOT DUPLICATE HOUSE RULES.** Please retain the copy included in this package for your information.

Copies of all Financial Materials furnished will be returned to 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. Purchase Application (enclosed)
2. Executed Contract of Sale
3. Net Worth Statement. Provide supportive documentation
4. Last two (2) year's Income tax Returns (include W-2's)
5. Tax Information Authorization Form (8821) attached.
6. Signed Credit Report Release
7. Letter from current landlord/management agent verifying status of tenancy
8. Letter from current employer verifying salary, position length of employment and likelihood of continued employment.
9. Two (2) personal letters of recommendation for each person to be named on the proprietary lease.
10. Letter of financial reference
11. If financing is involved, copies of the loan application, commitment letter and three (3) original AZTECH Recognition Agreements signed by the lender. The Recognition Agreements **MUST** include the bank's address and telephone number of loan department for notices. **(Any information not provided will hold up Refinancing process.)**
12. Copies of Checking & Savings Account Statement for past three (3) months
13. New York City: Window Guard/Lead Paint Notice

Schedule of Fees–Due with Application

1. **Move-out Deposit: \$500 Check**, payable to 40 West 22nd Street Tenants Cooperative Corp. This check will be returned to the seller after the move-out is complete. In case of damage to the building, the cost of repairs will be deducted from this deposit. This check must be in the form of a certified check or money order.
2. **Move-in Deposit: \$500 Check**, payable to 40 West 22nd Street Tenants Cooperative Corp. This check will be returned to the purchaser 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.
3. **Application Processing Fee: \$750 certified check or money order** payable to Kyrous Realty Group, Inc.
4. **Credit Check Fee: \$150.00 per applicant.** This check is non-refundable and made payable to Kyrous Realty Group, Inc. This check must be 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.

Application: 40 West 22nd Street Tenants Cooperative Corp.

KYROUS REALTY GROUP, INC.

263 West 38th 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.

KYROUS REALTY GROUP, INC.

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

Phone: 212.302.1500 ♦ Fax: 212.302.3855

Applicant Information

Name(s): _____

SS#: _____

SS#: _____

Present

Address: _____

Apartment to be occupied by:

Applicant(s) Yes No

Occupants _____

Years at this address: _____

Do you own your present residence?

Yes No

CURRENT EMPLOYER INFORMATION:

Relationship _____

Employer: _____

Business

Address: _____

Office Phone: _____

Nature of Business: _____

Position: _____

PREVIOUS EMPLOYER INFORMATION:

Annual Salary: \$ _____

Employer: _____

Length of Employment: _____

Business

Address: _____

Office Phone: _____

SPOUSE'S EMPLOYER INFORMATION:

Length of Employment: _____

Employer: _____

Office Phone: _____

Business

Address: _____

Position: _____

Nature of Business: _____

Annual Salary: \$ _____

Length of Employment: _____

BROKER INFORMATION:

Name: _____

ATTORNEY INFORMATION:

Address: _____

Name: _____

Phone: _____

Address: _____

Phone: _____

-continued

Are there any outstanding judgments against you? Yes No

If Yes, please explain: _____

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

If Yes, please explain: _____

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

If Yes, please explain: _____

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

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

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

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

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

PERSONAL & BUSINESS REFERENCES

PERSONAL REFERENCE#1:

Name: _____

Address: _____

Phone: _____

Relationship: _____

PERSONAL REFERENCE#2:

Name: _____

Address: _____

Phone: _____

Relationship: _____

BUSINESS REFERENCES

Name: _____

Address: _____

Phone: _____

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

Name: _____

Address: _____

Phone: _____

FINANCIAL REFERENCES

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: _____

EMERGENCY CONTACT INFORMATION

APPLICANT INFORMATION:

Person to call in the event of an emergency

Contact Name: _____

Residence Phone: _____

Relationship: _____

Office Phone: _____

KYROUS REALTY GROUP, INC.

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

Phone: 212.302.1500 ♦ Fax: 212.302.3855

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

Applicant Name

Applicant Name

Applicant Signature

Applicant Signature

Address: _____

Address: _____

Attach additional pages if necessary.

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

Application: 40 West 22nd Street Tenants Cooperative Corp.

KYROUS REALTY GROUP, INC.

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

Phone: 212.302.1500 ♦ Fax: 212.302.3855

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

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

KYROUS REALTY GROUP, INC.

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

Phone: 212.302.1500 ♦ Fax: 212.302.3855

SCHEDULE OF STOCKS AND BONDS

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

SCHEDULE OF REAL ESTATE

Description	Cost	Actual Value	Mortgage Amount	Maturity Date

SCHEDULE OF NOTES PAYABLE

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

To Whom Payable	Date	Amount	Due	Interest	Pledged As Security

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

Applicant Signature

Date: _____

Applicant Signature

Date: _____

Application: 40 West 22nd Street Tenants Cooperative Corp.

KYROUS REALTY GROUP, INC.

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

Phone: 212.302.1500 ♦ Fax: 212.302.3855

CREDIT REPORT RELEASE

I (we) hereby authorize Kyrous Realty Group, Inc., on behalf of 40 West 22nd Street Tenants Cooperative Corp., to request and receive any and all information from any credit bureaus, previous employers, law enforcement agencies, and references.

I (we) will hold harmless and/or release Kyrous Realty Group, Inc. and 40 West 22nd Street Tenants Cooperative Corp. from any and all claims and liability which may arise now or in the future with regard to the obtaining or the releasing of the above stated information for the purpose of doing credit checks, and criminal activity checks.

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

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Name: _____

Date of Birth: _____

Social Security #: _____

Age: _____

Address: _____

Employer's Company Name

Address: _____

Applicant Signature

Date: _____

*Duplicate for Additional Applicants

Application: 40 West 22nd Street Tenants Cooperative Corp.

KYROUS REALTY GROUP, INC.

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

Phone: 212.302.1500 ♦ Fax: 212.302.3855

40 West 22nd Street Tenants Cooperative Corp.-Letter to Board of Directors

The Board of Directors
40 West 22nd Street Tenants Cooperative Corp.
40 West 22nd Street
New York, NY 10010

Re: 40 West 22nd Street Tenants Cooperative Corp.
Unit #: _____

Dear Board of Directors:

I (We) have received, read, understand and agree to abide by the House Rules for
40 West 22nd Street Tenants Cooperative Corp.

Signature of Applicant

Date

Signature of Applicant

Date

40 West 22nd Street - House Rules (as of June 6, 2001)

1. The public halls and stairwells of the building shall not be obstructed or used for any purpose other than ingress to and egress from the floors of the building, and the fire tower shall not be obstructed in any way.

2. Children shall not play in the public halls, mezzanine, stairways, fire towers, or elevators and shall not be permitted on the roof unless accompanied by a responsible adult.

3. No article shall be placed in the halls or on the staircase landings or fire towers, nor shall anything be hung or shaken from the doors or windows or placed upon the window sills of the building in a dangerous manner.

4. No awnings, window air conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the Coop, nor shall anything be projected out of any window without similar approval.

5. No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or any other part of the building, except such as shall have been approved in writing by the Cooperative.

6. No mopeds, bicycles, scooters or similar vehicles or strollers, carts or baby carriages or other wheeled items shall be allowed to stand in the public halls, passageways, areas or courts of the building or basement, without the express written consent of the Board of Directors.

7. No radio or television aerial shall be attached to or hung from the exterior of the building without the prior written approval of the Board of Directors. No broadcasting, citizen band, or short wave equipment shall be connected or used unless non-interference with radio or television can be guaranteed. Permission for the use of such equipment must be obtained and may be revoked by the Board of Directors. All radio, television or other electrical equipment of any nature used in each unit shall fully comply with all rules, regulations and requirements of the New York Board of Fire Underwriters.

8. No lessee shall install any plantings on the landing or roof without prior written approval of the Coop.

9. Garbage and refuse from the floors shall be disposed only at such times and in such a manner as the Coop shall direct. Deposit hours are Monday, Wednesday and Friday, 6 p.m. to 2 a.m., with the exception of those nights preceding a New York City holiday. Garbage must be placed in closed plastic bags. At no time is garbage to be deposited in the public parts of the building. Garbage deposited improperly shall be subject to a fine of \$30.00 per bag or item. Disposal of large items, such as furniture, shall be made through consultation with the Department of Sanitation.

9B: Recyclable material shall be deposited in the correct containers during the hours posted in the recyclable area. A violation from the City for recyclable material deposited with ordinary garbage will be charged to the person responsible.

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

11. The lessee shall keep the windows of the unit clean. In case of refusal or neglect of the lessee during 10 days after notice in writing from the Coop to clean the windows, such cleaning may be done by the Coop, which shall have the right, by its officers or authorized agents, to enter the unit for this purpose and to charge the cost of such cleaning to the lessee.

12. Upon notice to the lessee, the agents of the Coop, and any contractor or workman authorized by the Coop, may enter any floor (at any reasonable hour of the day) to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate carpet beetles, the cost hereof shall be payable by the lessee, as additional rent.

13. Regular exterminator spraying shall be compulsory for every unit, at least around elevator areas, airshaft and pipe ducts. Floors from the 2nd floor upwards that wish to make their own arrangements should notify the officers in writing.

14. Lessees may have domesticated pets in the premises provided that such pets are at all times sanitarily maintained, properly restrained and do not interfere with the quiet enjoyment, health or safety of other lessees. No kennels or other pet boarding facilities are permitted. In no event shall animals be permitted in any of the public portions of the building unless carried or on a leash. Owners of pets shall be responsible for damages caused to any public area. No pigeons or other birds or animals shall be fed from the window sills, fire escapes, roof, or other public portions of the building or on the sidewalk or street adjacent to the building.

15. Freight elevator shall be kept in the basement level and returned thereto after its use. No heavy or bulky material shall be moved via the passenger elevator. The freight elevator is to be used at all times for transporting furniture or bulky and unusual articles which are potentially dirty or may cause damage to the elevator cab. If items taken in or out of the building, regardless of size, require passenger elevator being held beyond its normal time frame or if such items require more than two consecutive trips, the freight elevator must be used. A notice shall be posted in the passenger elevator stating the day, time and approximate length of time the freight elevator will be used.

16. The boiler shall be operated during the winter heating months from 7 a.m. to 11 p.m., at which time it will go into its night sequence, and may be adjusted from time to time under the direction of the managing agent and superintendent with the approval of the officers.

17. Each unit must be equipped with at least one fire extinguisher in good working order.

18. The use of the basement for storage shall only be temporary. The officers have the right to curtail any such use, and, after a reminder, to have items of storage removed at the user's expense.

19. No lessee shall send any employee of the Coop out of the building on any private business of a lessee.

20. No lessee shall make or permit any disturbing noises or activities in the building or do or permit anything done therein which will interfere with the rights, comfort or convenience of other lessees. No lessee shall play upon or permit to be operated a phonograph, a radio or television, nor uses, operate or permit the operation of any equipment in such lessee's unit between the hours of 12 midnight and the following 8 a.m., if the same shall disturb or annoy other occupants of the building. No non-emergency construction or repair work or other installation involving noise shall be conducted in any unit except between the hours of 8:30 a.m. and 6 p.m., and never on Sundays or legal holidays.

21. Gatherings:

1. Those holding or permitting gatherings of 40 or more persons shall notify the Managing Agent's office and the Coop officers at least two weeks in advance to avoid conflicting dates; neighboring floors shall be notified at least 48 hours in advance.

2. For all gatherings of 75 or more persons, the freight elevator must be used; the lessee of the unit holding such gathering shall be responsible for the proper running and maintaining of the freight elevator and hallways, hiring both a door man and a freight elevator operator.

3. All proposed rental parties or other use of rental space must be submitted to the Managing Agent for approval by Coop officers at least three weeks in advance; officers shall reply within one week of submission of request. Officers shall inform proposed renter whether or not freight elevator must be used on said renter occasion.

22. Any unit responsible for breakdown of or damage to any Coop property or equipment shall be financially liable for repair or restoration of said property or equipment.

23. Coop members shall be responsible for all Coop-related actions of all residents of, or visitors to, the member's floor or portion of a floor.

24. Any floor that has more than one unit shall pay an additional \$30.00 per floor per month maintenance, to cover additional Coop costs.

25. A penalty of \$30.00 shall be levied for all late maintenance payments, and will be imposed after the tenth of the month in which the maintenance is due. The late fee shall also apply to all special assessments levied by the Coop, and will be imposed five days after payment is due. The late fee will also be applied to checks drawn for improper amounts, and to checks which are returned for insufficient or uncollected funds.

26. Non-attendance, either in person or by written proxy, or late arrival at any Coop meeting shall result in a fine of \$25.00. Late arrival shall be considered one-half hour into the meeting. All fines are due when billed.

27. In the absence of a Managing Agent and superintendent, day to day operation of the building

shall be the obligation of the Coop members, various duties being assigned by the Officers.

28. The Officers are empowered to impose a fine of up to \$100.00 for any violation of Coop By-Laws or House Rules.

29. All requests to perform alterations or to substantially repair a unit must be submitted in writing to the Managing Agent or, in the absence of a Managing Agent, the Cooperative Officers. Written approval must be obtained from the Board of Directors or its assigned committee before any such alteration or repair is made.

30. Lessee shall not install any type of gate or security grilles on the exits leading to the fire escape unless the gate or grill shall be of the kind approved by the City Office of Code Enforcement for such locations, and unless the Cooperative shall have approved such installation in writing in advance. Installations of gates or grilles not approved by the City are violations of law which may cause loss of life in the event of fire.

31. Lessee shall not cause the obstruction of egress from any fire escape either from within the apartment or without and shall not at any time for any purpose keep or store any item on the fire escape.

32. Sublets and Guests:

A. Written approval must be obtained from the Officers or its assigned Tenants Committee before any loft or part thereof may be sublet or assigned. All requests for sublet or assignment shall be made initially through the office of the Managing Agent. All potential sub-lessees must be interviewed by the Tenants Committee. If approved, the names of the sub-lessees shall be posted in the elevator.

B. Absentee shareholders may not sublease for more than two consecutive years. An absentee shareholder is defined as any shareholder who lives in the building for less than four months in a calendar year. In any year, or any part thereof, of any sublease, the monthly maintenance of the absentee shareholder is to be increased by 20%. Upon any subleasing, an Absentee Shareholder shall make a refundable security deposit to the Coop in the amount of \$1,000.00.

C. The monthly maintenance of a resident shareholder who initiates a sublease of a separate unit after December 1, 2001, shall be increased proportionately by 20%.

D. The names of guests of any resident who are in possession of access keys should be presented to a Tenants Committee member, who shall then post the name and apartment of said guest as a safeguard and a courtesy to fellow residents. A "guest" is defined as anyone staying for more than a week. The Tenant Committee shall also be notified of the names of any house-sitters or caretakers when the resident is to be absent for longer than two weeks; these too shall be posted in the elevator. In all cases, the shareholder of the unit in question shall be responsible for such notification to the Tenant Committee.

33. Each lessee shall surrender to the Corporation (a key or) keys to his or her unit. No lessee shall alter any lock on any door leading into the unit without providing the Corporation with a key. If this rule is not observed and it becomes necessary for any reason to break into a unit, the lessee shall be liable for all damages to the door, and for all damages to any other part of the building caused by the delay in obtaining access to the unit.
34. The Managing Agent shall be kept informed of other tenants who possess keys to each unit.
35. Complaints regarding the service of the building shall be made to the Managing Agent, or in the absence of an agent, an Officer of the Corporation. If the lessee so desires, the complaint may be made in writing.
36. Any consent or approval given under these House Rules by the Coop shall be revocable at any time provided the same shall not be unreasonably revoked.
37. All Board members shall share unconditionally in Executive Committee duties, serving as Officers in regular, equitable rotation or in comparable services to the Coop. Non-shareholder residents of the Coop shall be allowed to serve as Officers.
38. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Coop.
39. Failure to abide by these House Rules shall result in a fine, to be levied by the Officers, in an amount not to exceed \$100.00 plus any fees incurred by the Coop from any outside agency for said failure.

40 West 22nd Street Tenants Cooperative Corp.
 c/o Kyrour Realty Group, Inc.
 263 West 38th Street, Suite 15E
 New York, NY 10018-5851

KEEP
THIS COPY

ANNUAL NOTICE

PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS

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

Peeling Lead Paint

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

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

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

Window Guards

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

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

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

Fill Out and Detach the bottom part of this form.

Please check all boxes that apply

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

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

Deadline for return: February 15, 2011

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

DOHMH-approved: November 05, 2010

40 West 22nd Street Tenants Cooperative Corp.
 c/o Kyroux Realty Group, Inc.
 263 West 38th Street, Suite 15E
 New York, NY 10018-5851

RETURN
THIS COPY

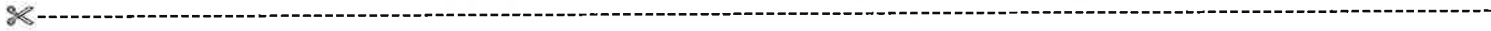
ANNUAL NOTICE

PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS

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

Peeling Lead Paint	Window Guards
<p>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.</p> <ul style="list-style-type: none"> 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. 	<p>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).</p> <ul style="list-style-type: none"> ONLY windows that open to fire escapes, and one window in each first floor apartment when there is a fire escape on the outside of the building, are legally exempt from this requirement. It is against the law for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed. Window guards must be installed so there is no space greater than 4¹/₂ inches above or below the guard, on the side of the guard, or between the bars.
<p>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.</p>	<p>These requirements apply to all buildings with 3 or more apartments, regardless of when they were built.</p>

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



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.

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

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

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

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

Natural Resources Defense Council

40 West 20th Street, New York, NY 10011 | 212 727-2700

www.nrdc.org