

KYROUS REALTY GROUP, INC.

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

Phone: 212.302.1500 ♦ Fax: 212.302.3855

74 Fifth Avenue Owners Corp.-Sublet Application and Required Documents

The following is a list of the items you are required to submit for the board to review your application. Please be sure to provide all the information requested. All of the required documents must be assembled into a complete package of one (1) original and eight (8) collated copies and delivered to Kyrus Realty Group, Inc., 263 West 38th Street, Suite 15E, New York, NY 10018. **DO NOT DUPLICATE HOUSE RULES.** Please retain the copy included in this package for your information.

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

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. Sublease Application (enclosed)
2. Executed Sublease Agreement
3. Financial Statement.
4. Last two (2) year's Income tax Returns (include W-2's)
5. Signed Credit Report Release
6. Letter from current landlord/management agent verifying status of tenancy
7. Letter from current employer verifying salary, position length of employment and likelihood of continued employment.
8. Three (3) personal letters of recommendation for each person to be named on the sublease agreement.
9. Letter of financial reference
10. House Rules 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-out/Out-Deposit from applicant: \$1000.00 Check, payable to 74 Fifth Avenue Owners Corp. In case of damage to the building, cost of repairs will be deducted from this deposit. This check must be in the form of a certified check or money order. The deposit will be refunded at the end of the lease term.
2. Move-out Deposit: \$1000.00 Check, payable to 74 Fifth Avenue Owners Corp. 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: \$550 certified check or money order payable to Kyrus Realty Group, Inc. This includes one credit check. Each additional check is \$50.00.
4. Sublet surcharge: 2% of the rental fee for the first year; 5% of the rental fee for the second year.

*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.

*New Owners must reside in the apartment for a minimum of 2 years prior to requesting permitting to sublet.

*Sublets are allowed for a one year; a second year with occupancy by the same tenant is subject to board approval. Two years is maximum period allowed for subletting. The sublet fee is 2% of the annual rent for the first year and 5% of the annual rent for the second year.

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IMPORTANT NOTICE

Please Read Carefully

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

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Applicant Information

Name(s): _____

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:

Employer: _____

Business

Address: _____

Nature of Business: _____

PREVIOUS EMPLOYER INFORMATION:

Employer: _____

Business

Address: _____

SPOUSE'S EMPLOYER INFORMATION:

Employer: _____

Business

Address: _____

Nature of Business: _____

BROKER INFORMATION:

Name: _____

Address: _____

Phone: _____

Relationship _____

Office Phone: _____

Position: _____

Annual Salary: \$ _____

Length of Employment: _____

Office Phone: _____

Length of Employment: _____

Office Phone: _____

Position: _____

Annual Salary: \$ _____

Length of Employment: _____

ATTORNEY INFORMATION:

Name: _____

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: _____

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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		

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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	

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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

SCHEDULED 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: _____

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CREDIT REPORT RELEASE

I (we) hereby authorize Kyrous Realty Group, Inc., on behalf of **74 Fifth Avenue Owners 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 **74 Fifth Avenue Owners 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: 74 Fifth Avenue Owners Corp.

**HOUSE RULES
74 FIFTH AVENUE OWNERS
AS REVISED JANUARY 1, 2001**

I. GENERAL ADMINISTRATIVE

1. The Board of Directors shall be compromised of seven individuals.
2. (a) The Board of Directors shall be authorized to designate committees, including but not limited to Construction, Resale, Aesthetics, Staff, Legal, Finance, and Tenant Relations.

(b) Each committee shall be compromised of volunteers from the building and at least one Board Member who will act as Chairman and report to the Board.
3. Minutes of the meetings of the Board of Directors will be made available upon written request by any interested shareholder at the offices of Lessor's counsel during normal business hours.

II. MAINTENANCE PAYMENTS

1. All maintenance payments are due to be received by the Treasurer (or other designated person) by midnight on the first day of the month regardless of whether it is a business day. It is the responsibility of the Lessee to allow adequate mailing time if they are using U.S. Mail in lieu of the box in the ground floor stairwell. Any checks not drawn on a New York City Bank must be paid two weeks before the first of the month.
2. Penalties for late payments are as follows:

All payments must be received by the 1st of the month
\$30- for payments received between the second (2nd) and fifth (5th) day.
\$50- for payments received between the sixth (6th) and (15th) fifteenth day.

\$100-for payments received between the sixteenth (16th) and the last of the month and any part of each additional month.
Any part of each additional month: \$100.00
3. The first bounced check received from a Lessee will be subject to late charges as scheduled above based on the date funds are finally received by the Lessor. A second instance will result in late penalties plus an assessment of \$25. A third episode will result in late penalties plus a \$50 charge. Bounced check charges will continue to double with each subsequent infraction in addition to the applicable late payment charges.

III. COURTESY ITEMS

1. The Compactor chute shall be used only between the hours of 8:00 A.M. - 11:00 P.M.
2. If blame can be assessed for the compactor jams, the violator will be liable for damages.
3. Lessees will be responsible for any infractions of House Rules by their tenants, employees or guests.
4. Messengers must be met at the elevator and escorted back to the elevator.
5. Tenant/Owner is responsible for all excessive and/or unusual garbage and debris removal, (i.e. parties, construction, Christmas trees).
6. Children shall not play in the public halls, courts, stairways or fire towers.
7. No Lessee shall make or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall play any musical instrument or permit to be operated a phonograph, radio, television, or loud speaker between the hours of 11:00 P.M. - 8:00 A.M. if the same shall disturb or annoy other occupants of the building.
8. No Lessee shall send any employee of the Lessor out of the building on private business of the Lessee or cause in any way employee to be absent from his normal duties during business hours.
9. No dogs shall be permitted on elevators or in any public portions of the building unless carried on a leash. No pigeons or other birds shall be fed from the window sills, terraces, balconies or in the yard, court spaces or other public portions of the building or on the sidewalk or street adjacent to the building.
10. No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction be held in any apartment without the consent of the Lessor or its managing agent.
11. Velocipedes, motorcycles, bicycles, scooters, or similar vehicles shall not be allowed to stand in the public halls, passageways, areas or courts of the building.
12. Exterior doors of the building are not to be jarred open. During move in, construction, or any other instance where prolonged need for an open door is necessary, a building representative (i.e., superintendent) or other person familiar with the residents of the building must be on hand (at Lessee's expense) to assure adequate security to the rest of the residents.

13. Lessees should provide the building superintendent with a full set of keys to their Units and should maintain such full duplicate set with the superintendent at all times.

IV. UNIT COMPLIANCE

1. Units shall comply with all laws, rules, regulations, codes and ordinances of governmental authorities having jurisdiction over the premises.

2. Sprinklers are required in all Units.

3. No water-cooled air conditioners shall be allowed in any units.

4. All air conditioners must comply with all governing laws, rules, regulations, codes and ordinances of governmental authorities having jurisdiction over the premises and conform as follows:

Sleeve Units. Any masonry cuts must be approved by the Lessor and all construction of such openings must comply with all the Lessor's rules for construction. Following are additional guidelines which are applicable only to the Fifth Avenue and 13th Street Facades:

(a) Air conditioning units shall be flushed with adjacent masonry;

(b) Exterior louvers shall be painted to match the buildings facade or to a color to be selected by Lessor; and

(c) Opening shall be centered under windows.

Window Units No air conditioning units are allowed in the two windows adjacent to the exterior fire stair. All units must comply with the following additional guidelines for the Fifth Avenue and 13th Street Facades:

(a) All air conditioning units across a floor shall be located uniformly in either the top or bottom of windows;

(b) Air conditioning units shall be uniform in color, i.e., matching window frames; and

(c) Air conditioning units shall not project beyond the face of the window opening.

5. All new window installations must have the prior approval of the Board and comply with all construction rules as detailed elsewhere in these House Rules. The following guidelines are established for the Fifth Avenue and 13th Street Facades:

- (a) No changes to masonry openings shall be permitted;
- (b) The color of window installations shall be dark brown on the outside;
- (c) All windows on a floor must be uniform in appearance;
- (d) Only one or two lites (panes of glass) per window shall be allowed;
- (e) Only transparent or standard tinted glass shall be allowed; and
- (f) Double glazing shall be required.

6. Tenants with children under twelve years of age must permit installation of window guards by the Lessor on all windows at their own expense or agree to execute whatever documentation the Lessor might require in connection therewith.

7. Fire escapes are for emergency use only and not for routine access between apartments or to the roof.

8. The public hall and stairwells of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building, and the fire towers shall not be obstructed in any way.

9. The public hall above the ground floor of the building shall be decorated or furnished by any Lessee in any manner with the prior consent of all the Lessees to whose apartment such hall serves as a means of ingress or egress. In the event of disagreement among such Lessees, the Board of Directors shall decide.

10. No article shall be placed in the halls or staircase landings or fire towers, nor shall anything be hung or shaken from the doors, windows terraces, balconies or fire escapes or placed upon the window sills of the building.

11. No awnings shall be used in or about the building except such as shall have been expressly approved by the Lessor, nor shall anything be projected out of any window of the building without such approval.

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

13. When expressly requested by the Board of Directors in each case, the floors of any apartment must be covered with rugs or carpeting or equally effective noise-

reducing material, to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathroom, closets and foyers.

14. No radio or television aerial shall be attached to or hung from the outside exterior of the building without the prior written approval of the Lessor. However, Lessees of Units 12A, 12B and 12C, respectively, shall have the right to erect such aerials with the respective areas designated for the exclusive use of such Lessees, provided same complies with all governmental laws and ordinances.

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

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

17. The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary to control or exterminate any vermin, insects or other pests.

18. Any plantings on the terrace, balcony or roof shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace, balcony or roof surface and if adjoining a wall at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as the 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. It shall be the responsibility of the Lessee to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.

19. The use of apartments for commercial purposes, including but not limited to photo shoots is expressly prohibited by the Cooperative Corporation.

V. ROOF RULES

1. No children under twelve shall be permitted on the roof without adult supervision.
2. Picnics shall be allowed but no barbeques shall be allowed.

3. No loud music shall be allowed.
4. Walking shall be permitted on slatted wood only.
5. Users shall be responsible for their own clean-up.
6. Kiddie pools must be emptied and leaned on their sides after use.
7. Lessees shall reserve the private use of the roof with the superintendent.
8. Roof hours shall be 8:00 A.M. - Midnight
9. At least one individual present on the roof must be a Lessee or resident.

VI. CONSTRUCTION

1. All minor alterations, including routine painting, cabinetry, and floor sanding and refinishing require Board Approval.
2. Lessee must submit plans detailed to the Board's satisfaction for review and approval at a regularly scheduled Board Meeting prior to commencement of construction.
3. Lessee is responsible for any and all costs the Lessor incurs in regard to its review of such plans including, but not limited to, the charges of its counsel and an architect.
4. Lessee must maintain personal injury and property damage insurance under a policy of general public liability in forms and amounts satisfactory to Lessor and its counsel, naming the Lessor and such parties as the lessor shall designate as an additional insured.
5. At the request of the Lessor, Lessee must enter into a Letter of Indemnity with Lessor regarding said construction in a form satisfactory to Lessor.
6. Lessee shall obtain all licenses, permits, notices and governmental approvals necessary and required in connection with the construction.
7. Lessee shall comply with the laws, rules, regulations, codes, and ordinances of governmental authorities having jurisdiction over the premises.
8. Lessee must submit a non-interest bearing deposit in an amount to be determined in the sole discretion of the Board before the commencement of construction. Ninety percent (90%) of the deposit amount will be refunded to the Lessee upon completion of the work less any amount withheld for damage to the public spaces of the Lessor assessed in the sole discretion of the Board of Directors. Any damages beyond the amount of the deposit will be assessed to the Lessee.

9. Lessee is responsible for the removal of all construction debris. It must not be discarded through the building's compactor.

10. Construction hours are normal business days, 8 AM - 5 PM only !

11. Alterations must be completed within 120 days. Requests for additional time for completion must be submitted with your application and requires Board approval. Said approval shall not be unreasonably withheld. The penalty for exceeding the approved completion date is \$500.00 per week. Any incurred penalties will be deducted from the alteration deposit.

12. A list of all materials must be included with the proposals from a contractor showing what work will be done and materials to be used. This list is to be detailed as such, example: type of polyurethane to be used on floors- oil base/water base?

13. Any time alterations are made, it is the responsibility of the Owner and the Owner's contractor to notify tenants above, below and on the same floor as to what type of work is being done and if there will be any disturbances such as noise, smell or unclean conditions in the hallways. These notices must be in writing and posted on or under each neighbor's door.

14. Any time any oil based product or any product of any kind causing fumes or noxious smells are used, the apartment must be properly ventilated via window fans or some other type of approved ventilation.

15. Contractors are required to install protective floor covering in the vestibule and lobby area at the beginning of each work day and to protect all lobby wall surfaces while transporting materials in and out of the building (masonite will be provided by the superintendent). Protection must be removed and all common areas must be cleaned at the end of each work day. Please note that the shareholder performing alterations will be responsible for any clean up costs incurred by the building if the contractor fails to adhere to the building's construction clean-up rules.

If the guidelines mentioned above are not strictly followed, the Owner forfeits the alteration deposit and may be subject to other fines as the Board sees fit.

VII. RESALE PROCEDURES

1. Buyers should be provided the following items:

(1) Copy of Proprietary Lease, House Rules, By-Laws, and most recent Financial Statement from Seller; and

(2) Resale Application and Credit Check Form from Managing Agent.

2. Buyers may apply for financing for up to a maximum of 75% of the purchase price.
3. Sellers must contact the Managing Agent to arrange an interview of prospective Buyers at the Committee's convenience (the "Interview").
4. Sellers must provide to the Managing Agent at least seven days prior to the Interview:
 - (1) Nine copies of a completed Resale Application;
5. The Interview shall include at least one Board member of the Resale Committee. Other resident owners on that floor as well as neighbors above and below the subject apartment may be included for the non-financial portion of the interview.
6. At the regularly scheduled Board meeting immediately following the interview, the Chairman of the Resale Committee shall report on the Interview and present the Committee's recommendation to the Board.
7. The Board will notify the Seller in writing of its decision and any limiting conditions to be imposed, all in its sole discretion, within two weeks of the Board meeting.
8. If the Board approves of prospective Buyers, a closing must be scheduled with the Lessor's attorneys.
- *9. Sellers shall be required to pay to the order of the Lessor a fee of 1% of the gross sales price of the unit as a transfer fee. In addition, the Seller will be required to reimburse the Lessor for all expenses incurred by the Lessor relating to the transfer including, but not limited to, the charges of our counsel for the Lessor's representation at the closing and preparation of any necessary documents.
10. Security Deposit. There is a charge when one moves into or out of the building. This charge applies to all owners and their tenants. The charge is \$500.00; half of the \$500.00 is refundable. The mover is also responsible for building security during the move.

VIII. SUBLEASE PROCEDURES

1. All Subleases must be approved by the Board of Directors prior to the date on which such Subleasees move into an apartment, which approval shall be in the sole discretion of the Board of Directors.
2. Subleasees should be provided the following items:
 - (1) Copy of House Rules from Sublessor; and

(2) Sublet Application from Managing Agent

3. Sublessors must contact the Managing Agent to arrange an interview of prospective Sublessees at the Committee's convenience (the "interview").

4. Sublessors must provide to the Managing Agent at least seven days prior to the Interview:

(a) Nine copies of a completed Sublet Application ;

5. The Interview shall include at least one Board member of the Resale Committee. Other resident owners on that floor as well as neighbors above and below the subject apartment may be included for the Interview.

6. At the regularly scheduled Board meeting immediately following the Interview, the Chairman Committee shall report on the Interview and present the Committee's recommendation to the Board.

7. The Board will notify the Sublessor in writing of its decision and any limiting conditions to be imposed in its sole discretion within two weeks of the Board meeting.

8. Sublessors shall be required to pay to the order of the Lessor a fee of 2% of the aggregate gross rental value of the unit as a sublease fee due in full prior to the first month of occupancy. In addition, the Sublessor will be required to reimburse the Lessor for all expenses incurred by the Lessor relating to the sublease including, but not limited to, the charges of our counsel for the review of the sublease and the preparation of any necessary documents.

9. Sublessors shall be charged a sublease renewal fee payable to the Lessor of 5% of the aggregate gross rental value of the unit during the renewal term. In addition, any expenses of the Lessor resulting from the sublease renewal including, but not limited to, Lessor's attorney's fees for review of the sublease will be charged to the Sublessor.

10. Sublets are allowed for a one year term; a second year with occupancy by the same tenant is subject to board approval. Two years is the maximum period allowed for subletting. The sublet fee is: 2% of the annual rent for the first year and 5% of the annual rent for the second year. Sublet fees are due prior to the commencement of the sublease. All subleases are subject to prior Board approval.

XI. MOVE-IN PROCEDURES

1. Move - ins must be scheduled with the Lessor's superintendent and must take place on a normal business weekday between 10:00 A.M. and 4:00 P.M.

2. Any damage to the public spaces directly attributable to a move-in or a move-out will be assessed to Lessee. A deposit of \$250.00 and a non-refundable fee of \$250.00 shall be paid to the Lessor 3 days prior to moving.

X. GENERAL

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

2. The House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor and upon notice provided to Lessee.

Amendment dated March 31, 1995 to the 74th Fifth Avenue Owners Corp. Alterations Agreement and List of Requirements for Alterations:

1. A list of all materials must be included with the proposal from a contractor showing what work will be done and materials to be used. This list is to be detailed as such, example: type of polyurethane to be used on floors - oil base/water base?
2. The time limit as to the completion of the alteration must be set with a penalty clause if alterations goes past the approved completion date.
3. Any time alterations are made, it is the responsibility of the Owner and the Owner's contractor to notify tenants above, below and on the same floor as to what type of work is being done and if there will be any disturbances such as noise, smell or unclean conditions in the hallways. These notices must be in writing and posted on or under each neighbor's door.
4. Anytime any oil base product or any product of any kind causing fumes or noxious smells are used, the apartment must be properly ventilated via window fans or some other type of approved ventilation.

If the guidelines mentioned above are not strictly followed, the Owner forfeits the alteration deposit and may be subject to other fines as the Board sees fit.

**74 Fifth Avenue Owners Corp.
House Rules
February 8, 2000**

**Amendment dated February 8, 2000 to the 74 Fifth Avenue Owners
Corp. House Rules:**

**The use of apartments for commercial purposes, including but not
limited to photo shoots is expressly prohibited by the Cooperative
Corporation.**

**74 Fifth Avenue Owners Corp.
Alteration Policy
Amendment: January 1, 2001**

**Amendment dated January 1, 2001 to the 74 Fifth Avenue Owner's
Corp. Alteration Policy.**

**All minor alterations, including routine painting, cabinetry, and floor sanding
and refinishing require Board approval.**

KYROUS REALTY GROUP, INC.

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

Phone: 212.302.1500 ♦ Fax: 212.302.3855

74 Fifth Avenue Owners Corp.-Letter to Board of Directors

The Board of Directors
74 Fifth Avenue Owners Corp.
74 Fifth Avenue
New York, NY 10010

Re: 74 Fifth Avenue Owners Corp.
Unit #: _____

Dear Board of Directors:

I (We) have received, read, understand and agree to abide by the House Rules for
74 Fifth Avenue Owners Corp.

Signature of Applicant

Date

Signature of Applicant

Date

74 Fifth Avenue Owners Corp.
 c/o Kyrour Realty Group, Inc.
 263 West 38th Street, Suite #15E
 New York, NY 10018-5851

**RETURN
THIS COPY**

ANNUAL NOTICE	
PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS	
<p>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.</p>	
<p style="text-align: center;">Peeling Lead Paint</p> <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. • 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. 	<p style="text-align: center;">Window Guards</p> <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"> • 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 4½ 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.
<p>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.</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 and return it to your landlord.

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, 2015

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: October 16, 2014

74 Fifth Avenue Owners Corp.
 c/o Kyrour Realty Group, Inc.
 263 West 38th Street, Suite #15E
 New York, NY 10018-5851

KEEP
THIS COPY

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PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS

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Peeling Lead Paint

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- 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 4¹/₂ 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.

Fill out and detach the bottom part of this form and return it to your landlord.

Please check **all** boxes that apply

- A child age under 6 years of age (5 years or younger) lives in my apartment.
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 - 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, 2015

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DOHMH-approved: October 16, 2014



NEW YORK CITY Residential Recycling Guide

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

Paper & Cardboard

YES

Newspapers, magazines & catalogs

White or colored paper

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

Smooth cardboard

Cereal and other dry-food boxes, etc.

Paper bags

Flattened cardboard

NO

Plastic- or wax- coated paper

Candy wrappers, take-out containers, etc.

Carbon paper

Heavily soiled paper or cardboard

Hardcover books

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

Metal, Glass & Plastic

YES

Metal cans

Food, aerosol (empty), etc.

Foil wrap & trays

Plastic bottles & jugs

For detergent, soda, milk, juice, water, etc.

-any bottle where the neck is smaller than the body

Glass bottles & jars

Milk and other beverage cartons

Household metal including:

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

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

NO

Motor oil or chemical containers

Styrofoam

Cups, egg cartons, etc.

Food containers

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

Plastic bags, wrap or film

Sandwich wrap, grocery or dry cleaning bags, etc.

Plastic trays or tubs

For microwave, etc.

Plastic utensils, plates, cups, bowls

Plastic appliances, toys, furniture

Lightbulbs

Pane glass

Pump spray nozzles

Caps or lids

Household batteries

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

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

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

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