

# **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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## **Harriet Tubman Gardens Apt. 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 which can be PDF and e-mailed to [carine@kyrousrealtygroup.com](mailto:carine@kyrousrealtygroup.com). **DO NOT DUPLICATE HOUSE RULES.** Please retain the copy included in this package for your information.

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. Sublet Application (enclosed)
2. Executed Sublease Agreement
3. Executed Rider to Sublease Agreement (enclosed)
4. Authorization to Release Information
5. Request for Transcript of Tax Return
6. Last two (2) year's Income tax Returns (include W-2's)
7. Copies of four (4) most recent pay stubs
8. Signed Credit Report Release
9. Signed House Rules Acknowledgement
10. Signed Move In/Move Out Acknowledgement
11. Letter from current landlord/management agent verifying status of tenancy.
12. Letter from current employer verifying salary, position length of employment and likelihood of continued employment.
13. Two (3) personal letters of recommendation for each person to be named on the Sublease Agreement
14. Letter of financial reference
15. Bank & Brokerage statements for the past two months.
16. Complete Occupant Information Form
17. Photo ID from all people who will be occupying Apartment.
18. New York City: Window Guard/Lead Paint Notice
19. Sublets must be submitted and approved by HDC prior to moving in. Per the First Amendment to the projects regulatory agreement, Shareholders may sublet only subtenants satisfying the same HDC Regulatory Agreement income and debt requirements as the shareholder.
20. Enclosed First Amendment regulatory agreement.

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### **Schedule of Fees-Due with Application**

1. **Move-In/Out Deposit from the applicant: \$1,000.00 Check**, payable to **Harriet Tubman Gardens Apt. 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. The deposit will be refunded at the end of the lease term.

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Application: Harriet Tubman Gardens Apt. Corp.

2. **Move-Out Deposit from Shareholder: \$1,000.00 Check**, payable to **Harriet Tubman Gardens Apt. 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: \$750.00 certified check or money order** payable to **Kyrous Realty Group, Inc.**
4. **Initiation Fee: \$500.00 certified check or money order** payable to **Harriet Tubman Gardens Apt. Corp.**
5. **Credit Check Fee: \$150.00 certified check or money order** payable to **Kyrous Realty Group, Inc.**

\*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.

\*All maintenance charges must be current in order to process your application.

*"In accordance with Section (a) of the terms of the HDC Regulatory Agreement (pg. 94-95 in the Offering Plan), Shareholders must occupy their apartments as their primary residence within 60 days after the Apartment Closing Date and they may only sublet the Apartment for a maximum of two (2) years out of every four (4) year period, with the consent, of the Apartment Corporation, which consent shall not be unreasonably withheld or delayed. Shareholders must be natural persons and may not use apartments as an investment property or a vacation home."*

## 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.

HARRIET TUBMAN GARDENS APT. CORP.  
SUBLEASE APPLICATION

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

The undersigned applies for consent to sublease apartment \_\_\_\_\_ in the premises known as Harriet Tubman Gardens, 2235 Frederick Douglass Blvd., New York, New York.

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

Shareholder's present address: \_\_\_\_\_

Lease commencement date: \_\_\_\_\_

Monthly rent: \_\_\_\_\_

Broker: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

**INFORMATION REGARDING LESSEE**

Applicant's Name: \_\_\_\_\_

Social Security No.: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Present address: \_\_\_\_\_

Home Tel.: \_\_\_\_\_ Work Tel. No.: \_\_\_\_\_

Years at present address: \_\_\_\_\_

Name, address and telephone number of present managing agent or landlord:

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

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

Telephone No.: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_

Social Security No.: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Present address: \_\_\_\_\_

Home Tel.: \_\_\_\_\_ Work Tel. No.: \_\_\_\_\_

Years at present address: \_\_\_\_\_

Name, address and telephone number of present managing agent or landlord:

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

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

Telephone No.: \_\_\_\_\_

Names of persons to occupy apartment; relationship to applicant (if children, give ages)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EMPLOYMENT INFORMATION

This information must be provided for each applicant

Lessee: \_\_\_\_\_

Employer name and address: \_\_\_\_\_

\_\_\_\_\_

Business Telephone No.: \_\_\_\_\_ Position: \_\_\_\_\_

Annual Salary: \_\_\_\_\_ Dates of employment: \_\_\_\_\_

Spouse's Occupation: \_\_\_\_\_

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

Business Telephone No.: \_\_\_\_\_

Lessee: \_\_\_\_\_

Employer name and address: \_\_\_\_\_

\_\_\_\_\_

Business Telephone No.: \_\_\_\_\_ Position: \_\_\_\_\_

Annual Salary: \_\_\_\_\_ Dates of Employment: \_\_\_\_\_

Spouse's  
Occupation: \_\_\_\_\_

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

Business Telephone No.: \_\_\_\_\_

#### BANK ACCOUNT INFORMATION

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

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

Savings Account No. \_\_\_\_\_ Balance: \_\_\_\_\_

Checking Account No.: \_\_\_\_\_ Balance: \_\_\_\_\_

#### PERSONAL REFERENCES

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

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

Do you or any person who will occupy the apartment play a musical instrument? \_\_\_\_\_

What instrument(s)? \_\_\_\_\_

Have you ever been refused admission to another cooperative or condominium?  
If yes, please give details: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Have you ever been in court for non-payment of rent? If yes, please give date  
and reason: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Have you ever defaulted on any loan obligation? If yes, please give date and  
reason: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

In the last seven years have you ever filed bankruptcy? If yes, please give date  
and reason: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Applicant's signature

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Applicant's signature

\_\_\_\_\_  
Dated

Harriet Tubman Gardens Apt. Corp.  
Occupant Information Form

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

Apt. No.: \_\_\_\_\_

Lessee: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Lessee: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Lessee: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Please list all other occupants who will reside in apartment:

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

Lessee Contact Information:

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

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

Work Number: \_\_\_\_\_

Work Number: \_\_\_\_\_

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

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

E-mail: \_\_\_\_\_

E-mail: \_\_\_\_\_

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Person to notify in the event of an emergency: \_\_\_\_\_

Emergency Daytime Number: \_\_\_\_\_

Emergency Evening Number: \_\_\_\_\_



## ATTACHMENT R-6

### Authorization to Release Information

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

RE: Applicant \_\_\_\_\_

Federal regulations require that we verify the program eligibility of all members of families applying for an apartment. To comply with this requirement, your cooperation is needed in supplying any information that may be requested. This information will be held in strict confidence for use in determining eligibility status and income for this family. A signed authorization for your release of such information appears below. Thank you for your assistance.

Sincerely,  
New York City Housing Development Corporation  
New York City Department of Housing Preservation and Development

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#### *Release by Applicant/Tenant*

I hereby authorize you to furnish all requested information. I understand that by signing this release form, I am authorizing the New York City Housing Development Corporation, the New York City Department of Housing Preservation and Development and the New York City Department of Investigation to contact my current and previous landlords as well as my current and previous employers to verify the information provided with my application.

\_\_\_\_\_  
Applicant's Name (PRINTED)

\_\_\_\_\_  
Applicant's Social Security Number

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date



HARRIET TUBMAN GARDENS APT. CORP.  
c/o Kyrous Realty Group, Inc.  
262 West 38 Street, Suite 305  
New York, NY 10018

EMPLOYMENT VERIFICATION

THE UNDERSIGNED HEREBY AUTHORIZE(S) THE BOARD OF DIRECTORS TO CONTACT (WITHOUT PRIOR NOTICE TO THE APPLICANT OR CO-APPLICANT) ANY OF THE EMPLOYERS, BANKS, LANDLORDS, EDUCATIONAL INSTITUTIONS, REFERENCES, ETC., DESCRIBED HEREIN IN ORDER TO ELICIT INFORMATION BEARING THIS APPLICATION.

THE UNDERSIGNED HAVE EXAMINED THIS APPLICATION, INCLUDING ACCOMPANYING SCHEDULES AND STATEMENTS, AND TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT, AND COMPLETE.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF APPLICANT

HARRIET TUBMAN GARDENS APT. CORP.  
C/o Kyrous Realty Group, Inc.  
262 West 38 Street, Suite 305  
New York, NY 10018

CREDIT CHECK AUTHORIZATION

IN CONNECTION WITH THIS REQUEST, I AUTHORIZE ALL CORPORATIONS, COMPANIES, CREDIT AGENCIES, AND FORMER EMPLOYERS TO RELEASE INFORMATION THEY MAY HAVE ABOUT ME AND RELEASE THEM FROM ANY LIABILITY AND RESPONSIBILITY FROM DOING SO; FURTHER, I AUTHORIZE THE PROCUREMENT OF ANY INVESTIGATIVE CONSUMER REPORT AND UNDERSTAND THAT SUCH REPORT MAY CONTAIN INFORMATION AS TO MY BACKGROUND, MADE OF LIVING, CHARACTER AND PERSONAL REPUTATION. FURTHER INFORMATION MAY BE AVAILABLE UPON WRITTEN REQUEST WITHIN A REASONABLE PERIOD OF TIME.

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SIGNATURE OF APPLICANT

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SOCIAL SECURITY NUMBER

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DATE

# 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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## CREDIT REPORT RELEASE

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I (we) hereby authorize Kyrous Realty Group, Inc., on behalf of Harriet Tubman Gardens Apt. 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 Harriet Tubman Gardens Apt. 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

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Application: Harriet Tubman Gardens Apt. Corp.

Harriet Tubman Gardens Apt. Corp.  
Rider to Sublease

Rider annexed to and forming a part of the Sublease Agreement dated \_\_\_\_\_ for Apartment \_\_\_\_\_, located in the building located at 2235 Frederick Douglass Boulevard, New York, NY between: \_\_\_\_\_, as Overtenant and \_\_\_\_\_, as Undertenant.

The parties hereto agree as follows:

1. It is hereby acknowledged by both parties that the subject dwelling is located in the building owned by the cooperative corporation, namely, \_\_\_\_\_, (hereinafter "the Corporation"). Said sublease is subject to the terms of the Proprietary Lease between the Corporation and the Overtenant, a copy of which has been read by Undertenant.
2. The Corporation will have the right to maintain an action as the agent for the Overtenant to evict the Undertenant, at Overtenant's expense, if Undertenant violates the terms of the Proprietary Lease or this Rider.
3. A default by the Undertenant under the Proprietary Lease will be deemed a default by the Undertenant under this Sublease.
4. The Overtenant and Undertenant/and any guarantor consent to personal jurisdiction in the State of New York in any action commenced by the Corporation. Overtenant and Undertenant each agree that service may be made upon them in any legal manner at their respective addresses on page 1 of the sublease.
5. Overtenant shall maintain liability insurance commonly known as "HO-4" covering the premises and naming the Corporation as an additional insured, and shall file a Certificate evidencing such insurance with the Corporation prior to the commencement of the sublease.
6. Undertenant acknowledges that nothing by this sublease shall give the Undertenant the right to further sublease the apartment; to perform alterations, or to exercise any of the other rights granted to Overtenant under the Proprietary Lease unless the Corporation expressly consents. The parties acknowledge that the Corporation may withhold consent for any reason or for no reason.
7. Undertenant acknowledges receipt of the Proprietary Lease, House Rules, and the Window Guard Rider required pursuant to Section 131.15 of the New York City Health Code, and agrees to comply with all of the requirements of each.

8. It is specifically agreed and understood between the parties to this agreement that as an inducement to the Corporation's Board of Directors' approval of this sublease agreement, and in accordance with the Proprietary Lease, no renewal, extension assignment or further subletting shall be permitted by the lessee or sublessee without the further written authorization of the Corporation's Board of Directors. This clause shall supersede any contrary clause in this agreement or any verbal understanding between the parties, which clause and agreement shall be null and void.
9. Pursuant to the Proprietary Lease, if the Overtenant shall at any time default in the payment of any rent or additional rent, the Corporation may, at its option, as long as such default shall continue, demand and receive from the Undertenant rent which is due or will become due from such Undertenant to the Overtenant and apply the amount to pay the sums due or will become due from the Overtenant to the Corporation. Any payments by an Undertenant to the Corporation shall constitute a discharge of the obligation of such Undertenant to the Overtenant to the amount so paid. The acceptance of rent from the Undertenant shall not be deemed a consent to or approval of any subletting or assignment by the Overtenant or a release of discharge of any obligations of the Overtenant under the Proprietary Lease.
10. The parties acknowledge that this Rider is executed for the benefit of the Corporation. In case of any conflict between the sublease and this Rider, this Rider shall control.

By: \_\_\_\_\_  
Shareholder (Overtenant)

By: \_\_\_\_\_  
Lessee (undertenant)

By: \_\_\_\_\_  
Lessee (undertenant)

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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. 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.
4. To determine if any damage occurs during a Move/In or Move/out, the common areas must be inspected by the superintendent with the shareholder, purchaser, sub-tenant before and after the move. An inspection form will list any existing damages prior to the move and any new damages will be posted after the move. The Superintendent will review these damage with you, the form will be signed by you and the superintendent. If there I
5. 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 to assess any 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 acknowledgment 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 damages 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 costs of the repairs are less than the amount of the 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.
6. Movers must be informed of and use the service elevator located at the garage ramp entrance. All moves must be started and completed from this entrance only. No moves are permitted via the front door located on Frederick Douglas Blvd

# 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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## Harriet Tubman Gardens Apt. Corp. -Letter to Board of Directors

The Board of Directors  
Harriet Tubman Gardens Apt. Corp.  
New York, NY 10003

Re: Harriet Tubman Gardens Apt. Corp.  
Unit #: \_\_\_\_\_

Dear Board of Directors:

I have read and understand the Move In/Move Out policy for Harriet Tubman Gardens and agree to notify the office of the managing agent in writing, not less than one week prior to my actual move. Notices should be addressed to Kyrous Realty Group, Inc., 263 West 38<sup>th</sup> Street, Suite 15E, New York, NY 10018.

I understand that moving in our out of the building is prohibited on weekends and or holidays.

I understand that moving in our out of the building is ONLY permitted on Monday through Friday between the hours of 9:00 a.m. until 4:00 p.m.

Further, the party or parties moving in or out must notify the superintendent two days prior to the actual move. The superintendent's telephone number is 212-864-6939.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date



# 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

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

Application: Harriet Tubman Gardens Apt. Corp.

# 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

| 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"/> |
| <b>TOTAL</b>                    |           |              | Ever filed for bankruptcy      | Yes <input type="checkbox"/> No <input type="checkbox"/> |                                                          |
| <b>COMBINED TOTAL</b>           |           |              | <b>Explain</b>                 |                                                          |                                                          |
|                                 |           |              |                                |                                                          |                                                          |

| PROJECTED COMBINED MONTHLY EXPENSES | Applicants |
|-------------------------------------|------------|
| Maintenance                         |            |
| Apartment Financing                 |            |
| Other Mortgages                     |            |
| Bank Loans                          |            |
| Auto Loan                           |            |
| <b>TOTAL</b>                        |            |

Application: Harriet Tubman Gardens Apt. Corp.

KYROUS REALTY GROUP, INC.  
Real Estate Management

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December 8, 2016

All Shareholders  
Harriet Tubman Gardens Corp.  
2235 Frederick Douglas Boulevard  
New York, NY 10027

Dear Shareholders:

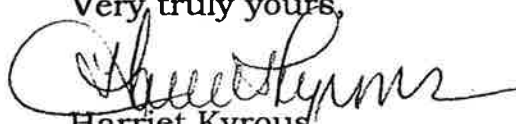
As the result of some recent complaints received at and prior to our recent annual meeting, the Board has reconsidered its Holiday Decoration Policy, which was based upon the Co-op's House Rules numbers 3 and 4.

The Board has resolved, in the furtherance of community spirit, to approve the replacement of the former House Rule #4 with a new House Rule #4, the text of which is below:

No sign, hanging, drawing, notice, advertisement, decoration or illustration shall be hung, exposed, inscribed or exhibited upon any common area or door/doorway facing a common area without the prior consent of the Board of Directors except that non-illuminating Holiday decorations may be hung upon the front entrance doors of apartments, so long as (a) they do not cover more than twenty five (25%) percent of the face area of the door, (b) are hung in such a manner as to be easily removed without damage to the door, and (c) are displayed no earlier than twenty (20) days preceding the commencement of the Holiday and are removed no later than one (1) week following the conclusion of the Holiday.

Please note that the new House Rule takes effect immediately. Please keep this letter with your important Cooperative documents.

Very truly yours,

  
Harriet Kyrus  
Kyrus Realty Group

## **House Rules**

### **Updated as of March 2026**

*Any reference to Lessee used herein includes shareholders, their subtenants, occupants of their units and their visitors and guests. Please be advised that these House Rules are deemed incorporated as part of the Proprietary Lease between Lessor and Lessee and any violation of these House Rules constitutes a default under the Proprietary Lease and/or may subject the violator to monetary penalties.*

1. No one shall be permitted on the roof unless accompanied by a representative of the Lessor.

2. No Lessee shall make or permit any disturbing noises in the Residential Unit or do or permit anything to be done therein, which will interfere with the rights, comfort, or convenience of other Lessees. No Lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated on a phonograph or a radio or a television loudspeaker in Lessee's apartment between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if the same shall disturb or annoy other occupants of the Residential Unit. No construction or repair work or other installation shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 9:00 a.m. and 5:00 p.m.

3. The public halls and stairways of the Residential Unit shall not be obstructed and must be kept free and clear of personal objects, including but not limited to bicycles, skates, strollers, doormats, umbrellas, boots, etc. The public halls and stairways of the Residential Unit shall not be used for any purpose other than to ingress to and egress from the apartments in the Residential Unit. Nothing shall be hung or shaken from the doors, windows, terraces, or balconies or placed upon the windows sills of the Residential Unit.

4. No sign, hanging, drawing, notice, advertisement, decoration or illustration shall be hung, exposed, inscribed or exhibited upon any common area or door/doorway facing a common area without the prior consent of the Board of Directors except that non-illuminating Holiday decorations may be hung upon the front entrance doors of apartments, so long as (a) they do not cover more than twenty five (25%) percent of the face area of the door, (b) are hung in such a manner as to be easily removed without damage to the door, and (c) are displayed no earlier than twenty (20) days preceding the commencement of the Holiday and

are removed no later than one (1) week following the conclusion of the Holiday.

5. No awnings, window air-conditioning units or ventilators shall be used in or around the Residential Unit except such as shall have been expressly approved by the Lessor or the managing agent, nor shall anything be projected out of any window of the building without similar approval.

6. No sign, notice, advertisement, or illumination shall be inscribed or exposed on or at any window or other part of the Residential Unit, except such as shall have been approved in writing by the Lessor or the managing agent.

7. No bicycles, Skateboarding and/or ramps of any kind, scooters or similar vehicles or baby carriages shall be allowed to stand in the public halls, passageways, common areas or courts of the Residential Unit.

8. Messengers and trades people shall use such means of ingress and egress as shall be designated by Lessor.

9. Trunks, motorbikes, and heavy baggage etc., shall not be left in public halls, passageways, common areas or courts of the Residential Unit, and shall be taken in and out of the building through the service entrance.

10. Garbage, refuse, and composting from the apartments shall be disposed of only at such times and in such manner as the superintendent or the managing agent of the Residential Unit may direct. The Lessee shall comply with all requirements and regulations of the Lessor regarding the disposal of refuse and composting. All lessees shall separate their trash into "recyclable" and "non-recyclable" materials, or into other categories, as the Lessor may require. The Lessor may designate, from time to time, the types of materials, which must be separated for recycling, the types of containers or binding materials to be used by the Lessee for the disposal of designated materials and the locations where designated materials shall be deposited. The Lessee is required to separate organic waste (food scraps, food-soiled paper, yard waste etc.,) from trash and recycling. Composting must be placed in secure, lidded brown bins located in the courtyard, in the manner designated by the Lessor from time to time. The Lessor may also establish other regulations regarding the disposal of refuse. Any costs or expenses incurred by the Lessor due to the Lessee's failure to comply with the requirements imposed by law or by the Lessor, including but not limited to fees, fines, or penalties imposed on the Lessor or the building by any governmental agency and

reasonable attorneys' fees and disbursements shall be payable by the Lessee as additional rent under the Lease.

11. The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage purposes.

12. Bathrooms and other water apparatus in the Residential Unit 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 the Lessee in whose apartment it shall have been caused.

13. No Lessee shall send any employee of the Lessor out of the Residential Unit on any private business of a Lessee.

14. No bird or animal shall be kept or harbored in the Residential Unit unless the same in each instance is expressly permitted in writing by the Lessor; such permission shall be revocable by the Lessor. In no event shall dogs be permitted in any of the public portions of the Residential Unit or Building unless carried or on leash.

15. No radio, citizens' band or television aerial shall be attached to or hung from the exterior of the Residential Unit without the prior written approval of Lessor or the managing agent.

16. No vehicle belonging to a Lessee or to a member of the family or guest, subtenant or employee of the Lessee shall be parked in such manner as to impede or prevent ready access to any entrance of the Residential Unit or the Building by another vehicle.

17. Unless expressly authorized by the Board of Directors in each case, the floors of each upper floor 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, bathrooms, closets, and foyer.

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

19. The Lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee during 10 days after notice in writing from the Lessor or the managing agent to clean the windows, such cleaning may be done by the Lessor, which shall have the right, by its

officers or authorized agents, to enter the apartment for the purpose and to charge the cost of such cleaning to the Lessee.

20. Complaints regarding the services provided to the Residential Unit shall be made in writing to the managing agent of the Lessor.

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

22. No Lessee shall install any planting on any terrace, balcony, or roof without prior written approval of the Lessor. Plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace, balcony, or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet 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. Any damage caused to the Residential Unit or Building or any portion thereof as a result of the placement of plantings shall be repaired at the sole cost and expense of the Lessee.

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

24. No Lessee shall add any lock to the apartment door without giving the Board of Directors or managing agent a duplicate key. . In the event a key is not provided, Lessee will be held responsible for any damage caused to the door, unit, common areas, etc. when getting access in emergency situations.

25. Smoking and/or vaping, including, but not limited to, the inhaling, exhaling or carrying of any lit or lighted tobacco or other smoke producing product (ie. cigarette, cigar, pipe or other device used for the smoking of tobacco or other smoke producing products, and electronic cigarettes) is prohibited in all common areas of the building (including limited common areas). Common areas shall include, but not be limited to:

- a) All lobby areas
- b) All public/common hallways, basements, cellars and stairways
- c) Mailroom, if any
- d) Laundry facilities
- e) Exercise rooms
- f) Party, common or meeting rooms
- g) Rooftops
- h) Elevators
- i) Patios, terraces and balconies
- j) In the twenty-five (25) foot perimeter space measured from the exterior surfaces of the building outward

The Lessor reserves the right to take appropriate action in any case where smoking within an apartment is creating a nuisance or health hazard as determined by the Lessor.

Smoking illegal substances is prohibited in all areas of the building.

26. Lessee shall complete an Occupant Registration Form with a list of all occupants of the unit, including guests who will reside in the unit for a period of more than thirty (30) days. Completed forms must be provided to management upon occupancy.

27. Courtyard - No private functions or parties are permitted in the courtyard. Please observe quiet hours before 9:00 a.m. and after 10pm. Personal items including toys should not be left in the courtyard overnight. Noise that disturbs the rights of Lessees who are using the space or live adjacent to the area is prohibited. No radios, music or musical instrument may be used without earphones. No pets permitted, no ball playing group exercise, or any activity that may interfere with the quiet enjoyment of the garden is permitted. Any use of the common areas of the Coop is done at the shareholder's own risk.

28. Shareholders shall secure homeowners' insurance (HO6 policy) with a minimum liability coverage of \$300,000. Lessee shall provide proof of such insurance coverage to managing agent annually.

30. No non-governmental business may be conducted in common areas, including, but not limited to hallways, lobby, gym, courtyard, garage, etc.

31. Lessees use of the gym shall be subject to management's acceptance of a fully executed Indemnity Agreement (as provided by Lessor). Lessees shall comply with all gym rules as amended from time to time. The gym rules can be obtained from Lessor's managing agent and may be posted in the gym.



32. Lessees shall not use hallways, lobbies, common areas as play areas.

33. Personal items shall not be left in common areas, including the lobby, hallways, courtyard, gym, and storage areas -outside bins, etc. Any items may be removed and discarded without notice.

34. All units must have working smoke and carbon monoxide detectors.

35. Loitering or soliciting is not allowed anywhere in or adjacent to the building. Door-to Door or under-the-door solicitation by outsiders, shareholders or their guests is not permitted. This includes, but is not limited to, those who may be involved in political campaigns, fund-raising or sale of products or services, subject to applicable law.

36. All large furniture's, oversized deliveries and movers, must be made through the outside service entrance/garage door, utilizing elevator from the garage level. Prior arrangements should be made with the Super at least 48 hours in advance.

Ensure the elevator is padded, the ceiling light covers are removed and a COI is secured.

37. Maintenance & Repairs Process as described hereto. (see pg.7)

38. Alterations & Renovations as described hereto (see pg. 8)

39. Subleasing as described hereto (see pg. 9)

40. Composting as described hereto (see pg. 10)

41. Move In & Move Out hereto (see pg. 10-11)

42. Fines as described hereto (see pg. 12)

43. Gym Rules as described (see standalone amended terms)

44.-Subject to the provisions of Paragraph 38(e) of the Proprietary Lease, these House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor.

## Maintenance & Repairs Process

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- A *Work Order* must be completed to have repairs made in a unit by Coop staff. Work orders must be confirmed by Kyrous prior to commencing.
- Shareholders are not charged for repairs that are the responsibility of the Corporation as described in the Proprietary Lease.
- If the repair is the responsibility of the Shareholder, the cost of parts and labor for repairs performed by Coop or outside contractor hired by the Coop will be billed back to shareholders through monthly bill.
- It is recommended that unless there is an emergency, a written estimate be requested and there be complete understanding between shareholders and Managing Agent /Super/Porter as to who is responsible for the cost.
- Staff members are not permitted to conduct private business during their building working hours. The Coop is not responsible for the quality of the work or any damage that might be caused by staff members when hired privately during their off-hours. Outside contractor rules apply.
- All built-ins are considered personal property. If repairs are to be performed on air-conditioning units or inside walls blocked by built-ins, the Shareholder is responsible for the cost of the removal and replacements of built ins.
- Shareholders whose apartments have balconies, or terraces are responsible for the upkeep and maintenance of those areas.

## Alterations & Renovations Process

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- Written approval from the Managing Agent and Board is required for alteration/ renovation before an alteration / renovation may be made, including but not limited to removal or installation of interior walls, floors, pipes, wires, plumbing, or electrical fixtures. Anyone planning renovations should contact the Managing Agent (cc Board for alteration) to request an Alteration Agreement which details the obligations, outlines the scope of work, assigns liability, and stipulates insurance requirements of the Shareholder. Failure to comply may result in fines.
- Renovations compromising the structural integrity or shared building systems (HVAC, plumbing, electrical risers.) shall not be permitted
- The appropriate fees must be paid before approval is granted for the commencement of work. Board may require security deposits and fees for review of plans.
- All contractors must be licensed and insured. Contractors and workers must receive prior permission from the Managing Agent to enter the building to perform work. All contractors and their workers must carry adequate insurance policies, provide proof of insurance as delineated in the Alteration Agreement.
- Construction, installation, and repair work are allowed during weekdays between 9:00 A.M. and 5:00 P.M., except holidays.
- Upon completion, the Board may require a final inspection to confirm work matches the submitted plans and that all work has been signed off.

## Subleasing

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- Shareholders must request permission to sublet from the Board of Directors prior to obtaining a sublet application.
- No apartment may be sublet without the approval of the Board of Directors, and HDC (where applicable) which may be withheld in the Board's sole and absolute discretion.
- A standard sublease package includes a review by the Board, who may be required to waive their ROFR before the subtenant can move in. In such case Board President or an Officer must sign.
- If deemed applicable by the Board, an interview of the prospective subtenant is required before final approval of the sublet is granted.
- Sublets are for a period of one year and may be renewed for a second year with Board approval. If a subtenant is approved for two consecutive years, a third year for that subtenant may be requested under certain circumstances.
- Shareholders must send a written request for approval for a renewal of the sublet. Once approval is obtained, an application may be obtained from the Managing Agent. Once completed, the application is to be returned to the Managing Agent with the required forms.
- No guests are permitted to use a sublet apartment without the subtenant's presence.
- Unauthorized sublets will incur a penalty of twice the sublet fee then in effect, in addition to any other available remedies of Lessor.
- Appropriate non-refundable fees and deposits may apply.

## HTG Coop Composting Rules & Practices

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- Separation: All food scraps (meat, bones, dairy, produce), food-soiled paper (napkins, pizza boxes), and yard waste must be separated from trash.
- Bin Requirements: Use official brown composting bins with secure, latched lids to prevent pests.
- Liners: Use clear plastic bags, paper bags, or no bag at all; do not use opaque, black, or white plastic bags for composting.
- Shareholders must prepare compost by draining liquids from food waste before placing it in the bin.
- Store scraps in the freezer to minimize odors.
- Food may be discarded in compostable bags (made from plant starch) or plain paper bags /newspaper. In NY clear plastic bags are also accepted.
- Bags to avoid:
  - Black or Opaque Plastic Bags – they contaminate the final compost.
  - Standard Kitchen Trash Bags – regular plastic will not breakdown.
  - Bags Labeled Only Biodegradable – Many municipal composting programs reject these because they don't guarantee the bag will decompose.
- Keep the lid shut and tightly secured. Please close the bin after every use.
- Super will collect and place bins at the curb the night before the scheduled weekly recycling/compost collection.
- Compost Prohibited Items: Trash, plastic, glass, metal, diapers, hygiene products, and pet waste/litter must not be included.
- From April through September, residents can pick up finished compost from
  - NYC Compost Pick-up Sites (2442 1<sup>st</sup> Ave NY NY 10035
  - Wednesday 5-7pm / Saturday 9-12pm

**HARRIET TUBMAN GARDENS APT. CORP.**  
**MOVE IN/MOVE OUT PROCEDURES**  
**Effective March 2026**

The following procedures apply to shareholders, purchasers, sub-tenants and tenants:

**Section 1: Scheduling**

Move In / Move Out are allowed Monday through Friday (non-holidays only) between the hours of 9:00 A.M. and 4:00 P.M. All moving activities must be completed during these hours. No exceptions will be permitted.

The managing agent must be notified in writing, no less than one week prior to the Move / In or Move / Out date. The notice should be addressed to Harriet Tubman Apt. Corp. c/o Kyrous Realty Group, Inc., 262 West 38<sup>th</sup> Street, Suite 305, New York, New York 10018 and must include the date of your move, the expected time of your arrival or departure and the name, address and phone number of the moving company. At this time, you must also provide a Certificate of Liability Insurance naming the coop corporation as additional insured.

You must confirm your move with the superintendent two days prior to the actual move. You must notify the superintendent immediately upon arrival of the movers. No one may move in or out until you have seen the superintendent, the elevator is padded and the ceiling light covers are removed. A COI is secured. The Superintendent's apartment is 1A.

**Section 2: Inspection**

To determine if any damage occurs during a Move / In or Move / Out, the common areas must be inspected by the superintendent with the shareholder, purchaser, sub-tenant or tenant before and after the move. An inspection form will list any existing damage prior to the move, and any new damages will be posted after the move. The Superintendent will review these damages with you; the form will be signed by you and the superintendent.

If there is any damage done during the Move In / Move Out, the cost to repair the damage will be reduced from the Move In / Move Out Fee of the party responsible for causing the damage.

**General:**

1. Movers must be informed of and use the service elevator located at the garage ramp entrance. All moves must be started and completed from this entrance only. No moves are permitted via the front door located on Frederick Douglass Blvd.
2. During the move, instructions of the Managing Agent, Board of Directors or the building employees must be complied with.
3. The shareholder will be held responsible for the actions of and compliance with these rules by their residents, sub-tenants, tenants, guests, their agents, movers and delivery people.
4. Failure to comply with any of the Move In / Move Out procedures will result in the forfeiture of the applicable Move In / Move Out Fee.

**Section 3: Move In / Move Out Fee**

A refundable Move In / Move Out Fee of Five Hundred (\$500.00) Dollars, payable to Harriet Tubman Apt. Corp., must be paid by each shareholder, purchaser, sub-tenant or tenant to the managing agent at the time that the application to sell/purchase or rent is submitted.

If a successful Move In / Move Out takes place, (proper scheduling and notification, proper date and time of Move In / Move Out without damage to the common elements of the cooperative), the managing agent will refund the \$500.00 fee to the appropriate party who successfully moves in or out in compliance with these procedures.

**HARRIET TUBMAN GARDENS  
HOUSE RULE VIOLATION FEE SCHEDULE**

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|                                                                                                    |                                        |
|----------------------------------------------------------------------------------------------------|----------------------------------------|
| 1) Noise nuisance 11 pm – 8 am (Super to verify if possible)                                       | \$50.00 per event                      |
| 2) Construction outside of approved hours                                                          | \$100.00 per event                     |
| 3) Items on exterior windowsills/ledges                                                            | \$10.00 per day                        |
| 4) Unauthorized decorations and/or personal belongings outside apartment hall including apt doors. | \$25.00 per day                        |
| 5) Awnings, window units, ventilators in apartment windows                                         | \$25.00 per day                        |
| 6) Posting signs, notices or advertisements in public areas                                        | \$25.00 per day                        |
| 7) Bicycles, scooters baby carriages, items, etc. left in Public areas                             | \$25.00 per day                        |
| 8) Recycling/ Garbage/Composting Violations                                                        | \$50.00 per event                      |
| 9) Storage (outside bins)/Garage obstruction                                                       | \$25.00 per day                        |
| 10) Improper / illegally parked vehicle                                                            | TOWED AT OWNERS EXPENSE                |
| 11) Unauthorized Group tour or exhibition                                                          | \$500.00 per event                     |
| 12) Denial of extermination to a deterrent                                                         | \$50.00 per day after 7 days' notice   |
| 13) 80% Floor Covering Rule                                                                        | \$10.00 per day after 7 days' notice   |
| 14) Altering the common elements of the building                                                   | \$50.00 - \$250.00 p/day               |
| 16) Miscellaneous violations – to be determined                                                    | \$10.00 - \$50.00 per day after notice |

*This Violation Fee Schedule may be added to or amended at any time by a Resolution of the Board of Directors. The above fees are in addition to any other remedies available to Lessor, including but not limited to the chargeback of Lessor's attorney's fees in connection with gaining the shareholder's compliance with Lessor's Rules and Regulations.*



# 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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## **Harriet Tubman Gardens Apt. Corp. -Letter to Board of Directors**

The Board of Directors

Harriet Tubman Gardens Apt. Corp.

New York, NY 10003

Re: Harriet Tubman Gardens Apt. Corp.

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

Dear Board of Directors:

I have read and understand the Move In/Move Out policy for Harriet Tubman Gardens and agree to notify the office of the managing agent in writing, not less than one week prior to my actual move. Notices should be addressed to Kyrus Realty Group, Inc., 263 West 38<sup>th</sup> Street, Suite 15E, New York, NY 10018.

I understand that moving in or out of the building is prohibited on weekends and on holidays.

I understand that moving in or out of the building is ONLY permitted on Monday through Friday between the hours of 9:00 a.m. until 4:00 p.m.

Further, the party or parties moving in or out must notify the superintendent two days prior to the actual move. The superintendent's (Nick Padilla) telephone number is 646-574-1412.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**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, 2013**

**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 12, 2012**

**Harriet Tubman Gardens Condominium**

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

**KEEP  
THIS COPY**

**ANNUAL NOTICE****PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS**

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

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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.

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- **It is against the law** for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed.
- Window guards must be installed so there is no space greater than 4<sup>1</sup>/<sub>2</sub> inches above or below the guard, on the side of the guard, or between the bars.
- ONLY windows that open to fire escapes, and one window in each first floor apartment when there is a fire escape on the outside of the building, are legally exempt from this requirement.

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

***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**

**FIRST AMENDMENT TO REGULATORY AGREEMENT**

among

**HARRIET TUBMAN GARDENS APARTMENT CORPORATION,**

**H.T. DEVELOPMENT CORP.,**

**NYC PARTNERSHIP HOUSING DEVELOPMENT FUND COMPANY,  
INC.,**

and

**NEW YORK CITY HOUSING DEVELOPMENT CORPORATION**

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Dated: October 9, 2003

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**BLOCK: 1947**

**LOTS: 1001**

**COUNTY: New York**

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**RECORD AND RETURN TO:**

**New York City Housing  
Development Corporation  
110 William Street, 10<sup>th</sup> Floor  
New York, New York 10038  
Attention: General Counsel**

# **NEW YORK CITY HOUSING DEVELOPMENT CORPORATION**

## **FIRST AMENDMENT TO REGULATORY AGREEMENT**

**THIS FIRST AMENDMENT TO REGULATORY AGREEMENT ("Agreement") is made and entered into as of the 9<sup>th</sup> of October, 2003 by and among H.T. DEVELOPMENT CORP. a New York business corporation, whose address is 193-04 Horrace Harding Expressway, Fresh Meadows, New York 11305-1420 ("Sponsor"), HARRIET TUBMAN GARDENS APARTMENT CORPORATION, a New York business corporation formed under the Business Corporation Law of the State of New York whose address is 2235 Frederick Douglass Boulevard, New York, New York 10027 ("Cooperative Corporation"), the NYC PARTNERSHIP HOUSING DEVELOPMENT FUND COMPANY, INC., a New York Housing Development Fund Corporation, and the NEW YORK CITY HOUSING DEVELOPMENT CORPORATION, a corporate governmental agency constituting a public benefit corporation of the State of New York ("HDC"), whose address is 110 William Street, New York, New York 10038.**

**In consideration of the mutual promises contained in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:**

**1. Section 4.2 of the Regulatory Agreement is amended by adding the following sentence at the end of the paragraph:**

**"Tenant - Shareholders may sublet only to subtenants satisfying the same HDC Regulatory Agreement income and debt requirements as the Subletting Shareholder."**

**2. All other provisions of the Agreement shall remain in full force and effect.**

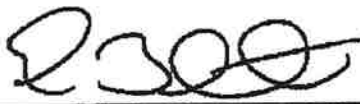
***[NO FURTHER TEXT - SIGNATURES SET FORTH ON NEXT PAGE]***

**IN WITNESS WHEREOF**, the parties hereto by their duly authorized agents have executed this Agreement on the date first here above written.

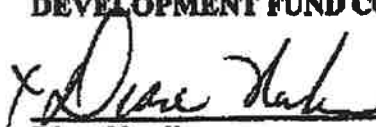
**H.T. DEVELOPMENT CORP.**, a New York  
business corporation

By:   
Ira Lichtiger  
Secretary

**HARRIET TUBMAN GARDENS APARTMENT  
CORPORATION**, a New York business corporation

By:   
Eric Bluestone  
Treasurer

**NYC PARTNERSHIP HOUSING  
DEVELOPMENT FUND COMPANY, INC.**

By:   
Diane Nowlin  
Vice President

**NEW YORK CITY HOUSING  
DEVELOPMENT CORPORATION**

By:   
Lisa A. Gomez  
Senior Vice President

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK )

On the 9<sup>th</sup> day of October, 2003, before me, the undersigned, a notary public in and for said state, personally appeared **IRA LICHTIGER** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose names is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public  
Commission expires:  
RICHARD A. KAUS  
NOTARY PUBLIC, State of New York  
No. 4883854  
Qualified in Nassau County  
Commission Expires June 24, 2007

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF NEW YORK )

On the 9<sup>th</sup> day of October, 2003, before me, the undersigned, a notary public in and for said state, personally appeared **ERIC BLUESTONE** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose names is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity, and that by his/her/their signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public  
Commission expires:  
RICHARD A. KAUS  
NOTARY PUBLIC, State of New York  
No. 4883854  
Qualified in Nassau County  
Commission Expires June 24, 2007

STATE OF NEW YORK           )  
                                          ) ss:  
COUNTY OF NEW YORK        )

On the 9<sup>th</sup> day of October, 2003, before me, the undersigned, a notary public in and for said state, personally appeared **DIANE NOWLIN** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose names is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public  
Commission expires:  
RICHARD A. KRUG  
NOTARY PUBLIC, State of New York  
No. 4983254  
Qualified in Nassau County  
Commission Expires June 24, 2007

STATE OF NEW YORK           )  
                                          ) ss:  
COUNTY OF NEW YORK        )

On the 9<sup>th</sup> day of October, 2003, before me, the undersigned, a notary public in and for said state, personally appeared **LISA A. GOMEZ** personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose names is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

  
\_\_\_\_\_  
Notary Public  
Commission expires:  
NOTARY PUBLIC, State of New York  
No. 4983254  
Qualified in Nassau County  
Commission Expires June 24, 2007



## **EXHIBIT A**

**2235 Frederick Douglass Boulevard  
New York, NY**

### **PROPERTY DESCRIPTION**

The Unit known as Residential Unit in the Building known as and by Street Number 2229-2243 Frederick Douglass Boulevard in the Borough of Manhattan, City, County and State of New York, designated and described as Residential Unit in the Declaration establishing a plan for condominium ownership of said building and the land on which it is erected under the Condominium Act of the State of New York (Article 9-B of the Real Property Law of the State of New York, as amended) dated 2/12/2003 recorded 3/27/2003 in the Office of the Register of the City of New York, County of New York in CRFN: 2003000065646 and designated as Tax Lot 1001 in Block 1947 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City of New York, and on the floor plans of the building filed in the Office of the Register of the City of New York, County of New York on 3/27/2003 as Condominium Map No. CFRN: 2003000065647.

**ALL** that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough of Manhattan, City, County and State of New York, bounded and described as follows:

**BEGINNING** at the corner formed by the intersection of the northerly side of West 120<sup>th</sup> Street with the westerly side of Frederick Douglass Boulevard;

**RUNNING THENCE** westerly, along the northerly side of West 120<sup>th</sup> Street, 109 feet 4 inches;

**THENCE** northerly parallel with Frederick Douglass Boulevard, 100 feet 11 inches;

**THENCE** easterly parallel with West 121<sup>st</sup> Street, 7 feet 10 inches;

**THENCE** northerly, again parallel with Frederick Douglass Boulevard, 100 feet 11 inches to the southerly side of West 121<sup>st</sup> Street;

**THENCE** easterly along the southerly side of West 121<sup>st</sup> Street, 101 feet 6 inches to the corner formed by the intersection of the southerly side of West 121<sup>st</sup> Street with the westerly side of Frederick Douglass Boulevard;

**THENCE** southerly along the westerly side of Frederick Douglass Boulevard, 201 feet 10 inches to the corner formed by the intersection of the northerly side of West 120<sup>th</sup> Street with the westerly side of Frederick Douglass Boulevard at the point or place of **BEGINNING**.

**TOGETHER** with an undivided 90.80% interest in the Common Elements.



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## 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](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)