

# 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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## Graceline Court Condominium–Purchase Application and Required Documents

The following is a list of the items you are required to submit for the Board to review your application. All of the required documents must be e-mailed to [carine@kyrousrealtygroup.com](mailto:carine@kyrousrealtygroup.com).

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

**DO NOT DUPLICATE BY-LAWS AND RULES & REGULATIONS.** Please retain the copy included in this package for your information.

Upon receipt of a complete package and after verification of all references, the application will be submitted to the Board of Managers for review.

1. Purchase Application
2. Executed Contract of Sale with Riders–Must be signed by the sellers and purchasers
3. Purchaser’s Affidavit of Condition (enclosed)
4. Seller(s) Information Sheet (enclosed)
5. Financial Statements
6. Tax Information Authorization Form (8821) attached.
7. Last two (2) year’s Income Tax Returns (include W-2’s)
8. Signed Credit Report Release Form
9. Letter from current landlord/managing agent verifying status of tenancy
10. Letter from current employer verifying salary, position length of employment and likelihood of continued employment. If self-employed a letter from C.P.A providing your gross income & adjustable gross income for last two years and if available, the year to date. If retired, letter from a C.P.A. providing your sources and amount of gross and adjustable gross income for the last two years.
11. Three (3) Personal Letters of Reference must include address & telephone numbers
12. Three (3) Professional Letters of Reference must include address & telephone numbers
13. Letter of financial reference
14. Copy of Loan Application & Commitment Letter
15. Primary Residence and Legal Mailing Address Affidavit Post closing (enclosed)
16. Signed By Laws and Rules and Regulations Acknowledgement Form (enclosed)
17. Occupancy Statement/Pet Policy Acknowledgement (enclosed)
18. Smoke Detector/Carbon Monoxide Detector Affidavit (enclosed)
19. New York City: Window Guard/Lead Paint Notice (enclosed)
20. Emergency Information Data Form (enclosed)
21. If Financing: Bank Commitment Letter (must be signed by lender & applicant), Bank Loan Application (must be signed by applicant) and Appraisal Report

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

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Schedule of Fees-Due with Application

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1. Move-In Deposit: \$200.00 (non-refundable) fee and a \$1000.00 (refundable) fee check payable to Graceline Court Condominium. 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. (Purchaser)
2. Move-Out Deposit: \$200.00 (non-refundable) fee and a \$1000.00 (refundable) fee check payable to Graceline Court Condominium. 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. (Seller)
3. Application Processing Fee: \$750.00 check payable to Kyrous Realty Group, Inc. This check must be in the form of a certified check or money order. This check is non-refundable. (Purchaser)
4. Processing Fee for Closing Documents: \$600.00 Check payable to Kyrous Realty Group. This check must be in the form of a certified check or money order. This check is non-refundable. (Seller)
5. Capital Fund Contribution equal to Two (2) months Common Charges payable to Graceline Court Condominium. This check must be in the form of a certified check or money order (Purchaser)
6. Credit Check Fee: \$200.00 Check per applicant & adult occupant payable to Kyrous Realty Group, Inc. This Check must be in the form of a certified check or money order. This check is non-refundable. (Purchaser)
7. Disbursements Fee: \$75.00 check payable to Kyrous Realty Group, Inc. This check must be in the form of a certified check or money order. This check is non-refundable. (Seller)

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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.

EXHIBIT C  
POWER OF ATTORNEY

The undersigned, \_\_\_\_\_, residing at \_\_\_\_\_, the owner of Unit No. \_\_\_\_ in the Condominium known as GRACELINE COURT CONDOMINIUM, located at 106 West 116<sup>th</sup> Street, New York, New York 10026, consisting of the property submitted to the provisions of Article 9-B of the Real Property Law of the State of New York pursuant to the Declaration dated \_\_\_\_\_, 20\_\_\_\_, and recorded in the New York County office of the Register of the City of New York, on \_\_\_\_\_, 20\_\_ as CRFN \_\_\_\_\_ and on the Floor Plans on file in said office as Map No. \_\_\_\_\_, do hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers of GRACELINE COURT CONDOMINIUM jointly, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, (i) to do all acts and things on behalf of the Condominium except those which by law, by the Declaration or the By-Laws may not be delegated to the Board of Managers by the Unit Owners, including but not limited to the powers and duties specifically enumerated in said Declaration and By-Laws; (ii) to apply on behalf of the undersigned to the Tax Commission of the City of New York, institute proceedings in the New York Supreme Court and prosecute or settle the same relating to reduction in the assessed valuation of the undersigned's Unit as part of a single application on behalf of all Unit Owners, and in connection therewith to pay all costs incurred in such proceedings; (iii) to act with respect to execution of zoning lot merger and subdivision applications and related documents under the Zoning Lot and Development Agreement affecting the Condominium's zoning lot and recorded as CRFN 2006000246080 and related Declaration of Zoning Lot Restrictions recorded as CRFN 2006000246079; (iv) to act with respect to obligations of the Condominium under the Easement Agreement primarily affecting roof access to adjoining parcels and recorded as CRFN 2006000246076; and (v) to acquire in their own name, as members of the Board of Managers, or in the name of their designee, corporate or otherwise, on behalf of all owners of Units in said property, in accordance with their common interests, any Unit whose owner desires to abandon or sell the same, the undivided interest in the common elements appurtenant thereto, the interest of such Unit Owner in any other Units theretofore acquired by the Board of Managers, of its designee, on behalf of all Unit Owners, or in the proceeds of sale or lease thereof, if any and the rights and privileges appurtenant thereto, and the interest of such Unit Owner in all other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests") or any Unit, together with the Appurtenant Interests, which shall be the subject of a foreclosure or other judicial sale, or to lease any Unit whose owner desires to rent the same, at such price or at such rental, as the case may be, and on such terms as were offered by a bona fide proposed purchaser or lessee (except in the case of a sale or lease of Units by the Sponsor, Sponsor's designee or a mortgagee acquiring title in foreclosure or by deed in lieu of foreclosure) and thereafter to convey, sell, lease or mortgage (but not to vote the votes appurtenant thereto) or otherwise deal with any such Units so acquired by them, or to sublease any Unit so leased by them on such terms as said attorneys-in-fact may determine, granting to such attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present.

The acts of a majority of such persons shall constitute the acts of said attorneys-in-fact.

This power of attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned has executed this Power of Attorney this day of \_\_\_\_\_, 20\_\_.

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

STATE OF NEW YORK            )  
  ) SS.:  
COUNTY OF                    )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name 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 upon behalf of which the individual acted executed the instrument.

\_\_\_\_\_  
Notary Public

**GRACELINE COURT CONDOMINIUM**

106 West 116th Street, New York, New York 10026

UNIT #: \_\_\_\_\_

PURCHASE PRICE: \_\_\_\_\_

LENDER: \_\_\_\_\_

AMOUNT OF FINANCING: \_\_\_\_\_

COMMITMENT EXPIRATION DATE: \_\_\_\_\_

RATE LOCK EXPIRATION DATE: \_\_\_\_\_

INTEREST RATE: \_\_\_\_\_ FIXED RATE \_\_\_\_\_ ARM \_\_\_\_\_ TERM: \_\_\_\_\_

MONTHLY PAYMENT: \_\_\_\_\_ DOES THIS INCLUDE ESCROW FOR R.E. TAXES: \_\_\_\_\_

IF RATE NOT LOCKED, MAXIMUM APPROVED RATE: \_\_\_\_\_%

APPLICANT'S NAME: \_\_\_\_\_

(Name must be entered in manner which deed is to be held)

HOME ADDRESS: \_\_\_\_\_

HOME #: \_\_\_\_\_ CELL #: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

EMPLOYER NAME: \_\_\_\_\_

EMPLOYER ADDRESS: \_\_\_\_\_

EMPLOYER TEL #: \_\_\_\_\_ FAX #: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_ LENGTH OF EMPLOYMENT: \_\_\_\_\_

SALARY: \_\_\_\_\_ BONUS/COMMISSIONS: \_\_\_\_\_

APPLICANT'S NAME: \_\_\_\_\_

(Name must be entered in manner which deed is to be held)

HOME ADDRESS: \_\_\_\_\_

HOME #: \_\_\_\_\_ CELL #: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

EMPLOYER NAME: \_\_\_\_\_

EMPLOYER ADDRESS: \_\_\_\_\_

EMPLOYER TEL #: \_\_\_\_\_ FAX #: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_ LENGTH OF EMPLOYMENT: \_\_\_\_\_

SALARY: \_\_\_\_\_ BONUS/COMMISSIONS: \_\_\_\_\_

APPLICANT'S ATTORNEY: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

TEL#: \_\_\_\_\_ FAX #: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

REAL ESTATE REPRESENTATIVE'S NAME: \_\_\_\_\_ COMPANY: \_\_\_\_\_

TEL#: \_\_\_\_\_ FAX #: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

**APPLICANT HEREBY GRANTS PERMISSION FOR A CREDIT/CRIMINAL/TERRORIST BACKGROUND INVESTIGATION TO BE PERFORMED IN CONNECTION WITH THIS APPLICATION. I/WE UNDERSTAND THAT UPON REQUEST, I/WE AM/ARE ENTITLED TO A DISCLOSURE OF THE NATURE AND SCOPE OF THE INVESTIGATION TO BE REQUESTED BY MANAGING/BOARD OF MANAGERS OF SAID REPORTING AGENCY.**

\_\_\_\_\_  
APPLICANT'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
APPLICANT'S SIGNATURE

\_\_\_\_\_  
DATE

**FINANCIAL STATEMENT**

TOTAL ASSETS	FIRST APPLICANT	SECOND APPLICANT	TOTAL LIABILITIES	FIRST APPLICANT	SECOND APPLICANT
Cash in Bank(s)			Annual / Current Personal Taxes: Federal/State/City		
Money Market Accounts			Notes Payable To Banks		
Contract On Deposit			Notes Payable (Other) Attach List		
Investments: Stocks			Installment Accounts (Credit Cards)		
Investments: Bonds			Installment Accounts Automobile(s)		
Investment In Own Business			Installment Accounts (Other) Attach List		
Accounts and Notes Receivable			Installment Student Loan(s) Attach List		
Real Estate Owned			Mortgage(s) Payable on Real Estate		
Year and Make			Home Equity Loans on Real Estate/ Line of Credit on Real Estate		
Automobiles			All Properties: Annual Real Estate Taxes		
Indicate Whether Lease or Loan			All Properties: Annual Water & Sewer Taxes		
Personal Property / Furniture			Loans on Life Insurance Policies (Include Premium Advances)		
Life Insurance (Cash Surrender Value)			Loans on Retirement Accounts		
Retirement Funds / IRA's			Credit Union Loan(s)		
Retirement Funds 401(K)			Annual: Health Insurance Premium(s)		
Retirement Funds KEOGH			Annual: Auto Insurance Premium(s)		
Retirement Profit Sharing/Pension(s)			Other Debt(s) (List on Separate Page)		
Other Assets (List on Separate Page)			TOTAL LIABILITIES		
TOTAL ASSETS			COMBINED LIABILITIES		
COMBINED ASSETS					
COMBINED ASSETS MINUS ( - ) COMBINED LIABILITIES EQUALS :			TOTAL NET WORTH	\$	

ANNUAL SOURCE OF INCOME	FIRST APPLICANT	SECOND APPLICANT	MONTHLY PROJECTED EXPENSES	FIRST APPLICANT	SECOND APPLICANT
Base Salary / Commissions (Describe)			Common Charges THIS UNIT		
Over-Time			Assessment(s) THIS UNIT		
Bonus & Commissions			Mortgage and/or Home Equity Loans/ Lines of Credit - THIS UNIT		
Dividends & Interest Income			Real Estate Taxes / Water / Sewer Taxes - THIS UNIT		
Real Estate Income (Net)			Other Properties: Mortgages and/or Home Equity Loans or Lines of Credit		
Social Security / Disability Income			Other Properties: Common Charges, Maintenance,, Assessments, Rent,		
Pension Income (401K, etc.)			Monthly Payments on: Credit Cards/Automobiles		
Other Income (Describe)			Alimony / Child Support / Student Loans		
TOTAL ANNUAL INCOME:			TOTAL MONTHLY PROJECTED EXPENSES:		

The following is submitted as bring a true and accurate statement of the financial condition of the undersigned:

Signature: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

**SCHEDULES A THROUGH D**

**A. CASH IN BANKS, MONEY MARKET, CD'S OR OTHER**

<b>INSTITUTION</b>	<b>TYPE OF ACCOUNT</b>	<b>CASH BALANCE</b>

**B. SECURITIES**

<b>DESCRIPTION OF SECURITY</b>	<b>NO. OF SHARES</b>	<b>MARKET VALUE</b>

**C. REAL ESTATE**

<b>LOCATION OF PROPERTY</b>	<b>MARKET VALUE</b>	<b>MORTGAGE/LOAN BALANCE</b>

**D. PENSION FUNDS**

<b>DESCRIPTION</b>	<b>AMOUNT</b>

**SCHEDULES E THROUGH H**

**E. LIFE INSURANCE**

BENEFICIARY / INSURANCE COMPANY	AMOUNT

**F. OTHER ASSETS**

DESCRIPTION	AMOUNT

**G. OTHER LIABILITIES**

DESCRIPTION	AMOUNT

**H. OTHER INCOME**

SOURCE OF INCOME	AMOUNT

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## CREDIT REPORT RELEASE

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I (we) hereby authorize Kyrous Realty Group, Inc., on behalf of Graceline Court Condominium 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 Graceline Court Condominium 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: Graceline Court Condominium

**GRACELINE COURT CONDOMINIUM**  
**106 WEST 116<sup>TH</sup> STREET, NEW YORK, NEW YORK 10026**  
**Applicant's Affidavit of Condition**

Apt #: \_\_\_\_\_

PLEASE ANSWER YES OR NO: Do not leave any question blank.

	<u>Applicant #1</u>	<u>Applicant #2</u>
NAME:	_____	_____
Have you any outstanding judgments?	_____	_____
In the last 7 years have you been declared bankrupt?	_____	_____
Have you had property foreclosed upon or given title or deed in lieu thereof?	_____	_____
Are you a party in a lawsuit?	_____	_____
Are you obligated to pay alimony, child support or separate maintenance?	_____	_____
Do you or any member of your family have Diplomatic Status?	_____	_____
Pending permission from the Board of Managers will applicant(s) be harboring any pets?	_____	_____

If yes is given to any of these questions, please provide a brief written explanation and signed attachment.

APPLICANT'S SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

APPLICANT'S SIGNATURE: \_\_\_\_\_ DATE \_\_\_\_\_

State of                    }  
                                  } ss.:  
County of                 }

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/ they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument

\_\_\_\_\_  
NOTARY PUBLIC

**SELLERS INFORMATION SHEET**

SELLER'S NAME: \_\_\_\_\_ SOCIAL SECURITY NUMBER: \_\_\_\_\_

LEGAL MAILING ADDRESS: \_\_\_\_\_

PRIMARY RESIDENCE ADDRESS (IF DIFFERENT FROM LEGAL):

\_\_\_\_\_

HOME #: \_\_\_\_\_ CELL #: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

LEGAL ADDRESS POST CLOSING: \_\_\_\_\_

SELLER'S NAME: \_\_\_\_\_ SOCIAL SECURITY NUMBER: \_\_\_\_\_

LEGAL MAILING ADDRESS: \_\_\_\_\_

PRIMARY RESIDENCE ADDRESS (IF DIFFERENT FROM LEGAL):

\_\_\_\_\_

HOME #: \_\_\_\_\_ CELL #: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

LEGAL ADDRESS POST CLOSING: \_\_\_\_\_

SELLER'S ATTORNEY: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

TEL#: \_\_\_\_\_ FAX #: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

REAL ESTATE REPRESENTATIVE'S NAME: \_\_\_\_\_ COMPANY: \_\_\_\_\_

TEL#: \_\_\_\_\_ FAX #: \_\_\_\_\_ E-MAIL: \_\_\_\_\_

\_\_\_\_\_  
SELLER'S SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SELLER'S SIGNATURE

\_\_\_\_\_  
DATE

**EMERGENCY INFORMATION FORM**

**GRACELINE COURT CONDOMINIUM**  
106 WEST 116TH STREET, NEW YORK, NY 10026

APARTMENT NO.: \_\_\_\_\_

TENANT / OWNER NAME(S):

TENANT / OWNER NAME(S):

APT. TEL. NO.: \_\_\_\_\_

APT. TEL. NO.: \_\_\_\_\_

CELL NO.: \_\_\_\_\_

CELL NO.: \_\_\_\_\_

WORK NO.: \_\_\_\_\_

WORK NO.: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

MEDICALCONDITION(S)

MEDICALCONDITION(S)

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

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

**MEDICAL EMERGENCY INFORMATION:**

NAME(S) OF DOCTOR(S):

TELEPHONE NUMBER(S):

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

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

**CONTACT IN CASE OF EMERGENCY:**

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

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

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

TEL. NO.: (HOME): \_\_\_\_\_

TEL. NO.: (HOME): \_\_\_\_\_

(WORK): \_\_\_\_\_

(WORK): \_\_\_\_\_

DOES THE SUPERINTEDENT HAVE DUPLICATE KEYS FOR EMERGENCY ENTRANCE TO YOUR APARTMENT? YES [ ] NO [ ]

PLEASE PROVIDE DATE FOR THOSE WHO HAVE DUPLICATE KEYS:

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TEL. NO.: (HOME): \_\_\_\_\_

TEL. NO.: (HOME): \_\_\_\_\_

(WORK): \_\_\_\_\_

(WORK): \_\_\_\_\_

**EXTRA SECURITY**

DO YOU HAVE EXTRA SECURITY INSTALLED IN YOUR APARTMENT? YES [ ] NO [ ]

IF YES, PLEASE ATTACH INSTRUCTIONS THAT YOU FEEL WOULD BE HELPFUL IN AN EMERGENCY SITUATION:

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

PLEASE COMPLETE ALL OR PART OF THIS FORM. ALL INFORMATION WILL BE KEPT CONFIDENTIAL.

## **Graceline Court Condominium – Addendum to House Rules**

This Addendum should be read in conjunction with the House Rules contained in the Condominium Offering Plan behind the By-Laws. In the event of any conflict between the House Rules and this Addendum, this Addendum shall control. The Board may alter, amend or repeal the House Rules and adopt new House Rules at its sole and absolute discretion. Occupancy of Residential Units shall be in all respects subject to the Declaration of Condominium (“Declaration”), By-Laws and the House Rules. Residential Unit Owner hereby covenants to comply with each and every one of the House Rules and see that they are faithfully observed by any and all persons occupying the Residential Unit, including, without limitation, all, Immediate Family, Guests, Permitted Occupants and Permitted Users (hereinafter defined), it being understood that the House Rules shall apply to and be binding upon every person entering the Building, whether they be the Residential Unit Owner or otherwise. A breach of the House Rules shall be deemed a default under the By-Laws of the Condominium and, among other remedies available to the Board, will result in the imposition of fines or penalties against the Residential Unit Owner, as established by the Board from time to time. The Condominium bears no responsibility nor shall it be liable to the Residential Unit Owner for the nonobservance or violation of House Rules by any other person.

### Occupancy Policy

23. The governing documents of the Condominium prohibit transient and unauthorized individuals from residing in or occupying Residential Units. The Board has implemented the following Occupancy Policy to discourage this conduct.

### Definitions

“Immediate Family” shall mean the Residential Unit Owner’s spouse, children, stepchildren, parents, stepparents, in-laws, siblings, aunts, uncles, grandchildren and grandparents.

“Guest(s)” shall mean a non-paying occupant (not part of Residential Unit Owner’s Immediate Family) and not an occupant living in the Unit pursuant to an arrangement that involves money or other consideration in exchange for occupancy.

“Permitted Occupant(s)” shall mean one additional occupant for each Residential Unit Owner and dependent children of such Permitted Occupant(s), provided that Residential Unit Owner or Residential Unit Owner’s spouse actually occupy the Residential Unit as Residential Unit Owner’s or Residential Unit Owner’s spouse’s primary residence while such Permitted Occupant occupies the Residential Unit;

“Permitted User(s)” shall mean the Residential Unit Owner’s invitees, agents, employees, contractors or workers authorized by the Residential Unit Owner to enter the Residential Unit temporarily without the Residential Unit Owner being present.

### Use of Residential Units

Residential Unit Owner shall not, without the prior written consent of the Board on such conditions as the Board may prescribe, occupy or use the Residential Unit or permit the Residential Unit or any part thereof to be occupied or used for any purpose other than as a private dwelling for the Residential Unit Owner, Residential Unit Owner's Immediate Family, Guests and Permitted Occupants (all as defined above). The use or occupancy of the Residential Unit shall conform to the terms and conditions of the Declaration, By-Laws, House Rules, existing certificate of occupancy for the Building and all applicable governmental and municipal laws, regulations, ordinances and codes. Residential Unit Owner shall be jointly and severally liable with others residing in the Residential Unit for any damage to person or property caused by their negligence or willful misconduct.

Residential Unit Owner shall inform the Board in writing of the names(s) of all Permitted Users and occupants of the Residential Unit, including Residential Unit Owner's Immediate Family, Guest(s) and any Permitted Occupant(s).

### Occupancy Rules

1. Each member of Residential Unit Owner's Immediate Family may reside in the Unit, whether or not the Residential Unit Owner is residing in the Unit, without seeking the consent of the Board.
2. Each member of Residential Unit Owner's Immediate Family and each Guest or Permitted Occupant of Residential Unit Owner may reside in the Unit simultaneously with the Residential Unit Owner without seeking the consent of the Board.
3. If Residential Unit Owner does not reside in the Unit simultaneously with a Guest, Guests are permitted to occupy the Unit twice per calendar year, for a period not to exceed thirty (30) days per use, without seeking the consent of the Board. The written consent of the Board is required for any Guest(s) to occupy the Unit in excess of these limits.

If a Residential Unit Owner does not reside in the Unit simultaneously with Guest, Residential Unit Owner must provide the Managing Agent with a completed Occupancy Authorization form at least five (5) days in advance of Guest's arrival at the Building. The Occupancy Authorization form shall provide, among other information, the identity of the Guest, permanent address, place of employment and contact information. The Guest and Residential Unit Owner will be required to sign a statement acknowledging that the Guest has not paid Residential Unit Owner anything of value in exchange for occupying the Unit. Occupancy Authorization forms are located at the office of the Managing Agent. If the Board or Managing Agent concludes that the Guest is unauthorized, the Residential Unit Owner will be subject to a fine of \$5,000 levied against Residential Unit Owner for each violation, which will be deemed Common Charges and collectible as such.

Residential Unit Owner will be required to post a security deposit in the amount of \$2,500 for any Guest occupying the Unit without the Residential Unit Owner simultaneously residing in the Unit. The deposit may be used to repair damage to the

Building caused by Guests (as determined in the sole discretion of the Board). Notwithstanding, Residential Unit Owners shall be responsible for any and all damage that may be caused by any person residing in the Unit.

Any Residential Unit Owner in violation of the Occupancy Rules shall be deemed in violation of the Condominium's governing documents. All remedies, including fines and penalties of \$5,000 per occurrence will be imposed, which shall be deemed Common Charges and collectible as such for any violation of the Occupancy Rules at the discretion of the Board.

24. Nothing may be thrown from any balcony or terrace. A fine of \$5,000 per occurrence will be imposed, which shall be deemed Common Charges and collectible as such.

25. No worker or employee of a Residential Unit Owner is permitted to loiter in any portion of the Building. All waiting workers or employees, including but not limited to outside contractors, nannies, cleaning professionals, etc., must wait in the front lobby at the concierge desk prior to entering a Unit unless the individual is a Permitted User.

#### Leasing of Residential Units

26. As set forth in the Condominium's By-Laws, Residential Units may not be occupied in violation of zoning ordinances and no transient occupancies are permitted. As such, leases of Residential Units shall not be for a term of less than thirty (30) days without the prior written consent of the Residential Board. Any Residential Unit Owner who receives an offer to lease his or her Residential Unit shall give notice to the Board as required by the By-Laws. The notice shall include all information required by the By-Laws, including, without limitation, the name and address of the proposed lessor, the terms of the proposed transaction and a copy of the proposed lease agreement and any other information required by the Board. The Board and Managing Agent require that Residential Unit Owner complete and application, which forms can be found at the Managing Agent's website. The Managing Agent will conduct a credit check, background check and other due diligence for each proposed lease.

#### Pets

27. Dogs, cats or other common household pets not to exceed two (2) per unit and weighing no more than twenty five (25) pounds each may be kept in Residential Units. Under no circumstances may any pet be permitted to roam outside the Residential Unit and shall not be permitted in common hallways, elevators, lobbies, decks or courtyards.

#### General

28. The Board has the power to levy fines and impose fees against Residential Unit Owners for violations of the Residential Rules and Regulations, Declaration and By-Laws. Any such fines shall be deemed to constitute Residential Common Charges and collectible as such by the Residential Unit Owner against whom they are levied.

29. The Rules and Regulations may be amended, modified, or repealed at any time by resolution of the Board. The Board encourages you to familiarize yourself with all of the Condominium's rules.

# 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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## Graceline Court Condominium—Letter to Board of Managers

The Board of Managers  
Graceline Court Condominium  
106 West 116<sup>th</sup> Street  
New York, NY 10026

Re: Graceline Court Condominium  
Unit #: \_\_\_\_\_

Dear Board of Managers:

I (We) have received, read, understand and agree to abide by the House Rules for Graceline Court Condominium.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date