

KYROUS REALTY GROUP, INC.

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

Phone: 212.302.1500 ♦ Fax: 212.302.1500

Graceline Court Condominium–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. All of the required documents must e-mailed to carine@kyrousgroup.com.

Copies of all Financial Materials 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. Lease Application (enclosed)
2. Fully Executed Lease Agreement with Riders (if any)
3. Applicant's Affidavit of Condition (enclosed)
4. Applicant's Release (enclosed)
5. Financial Statement with Schedules
6. Last two (2) year's Income Tax Returns (include W-2's)
7. Signed Credit Report Release Form
8. Letter from current landlord/managing agent verifying status of tenancy
9. Letter from current employer verifying salary, position length of employment and likelihood of continued employment.
10. Two (2) Personal Letters of Reference must include address & telephone numbers
11. Two (2) Professional Letters of Reference must include address & telephone numbers
12. Bank Letters of reference verifying the amounts deposited or two most recent banking and brokerage statements
13. Signed By Laws and Rules and Regulations Acknowledgement Form (enclosed)
14. Occupancy Statement/Pet Policy Acknowledgement (enclosed)
15. Smoke Detector/Carbon Monoxide Detector Affidavit (enclosed)
16. New York City: Window Guard/Lead Paint Notice (enclosed)
17. Emergency Information Data Form (enclosed)

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

Schedule of Fees–Due with Application

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.
 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.
 3. Application Processing Fee: \$650.00 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. (Applicant)
 4. Credit Check Fee: \$150.00 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.
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CREDIT REPORT RELEASE

Application: Graceline Court Condominium

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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IMPORTANT NOTICE

Please Read Carefully

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

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Graceline Court Condominium—Letter to Board of Managers

The Board of Managers
Graceline Court Condominium
106 West 116th 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

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.

Smoking Policy

29. As of the date of adoption of this rule, smoking is prohibited in all of the common areas of the building as required by all applicable laws, including in the elevators, hallways, stairways, roof, lobby, amenity facilities, as well as in areas within 25 feet of any entrance to or egress from the building. No person shall smoke in the areas where smoking is prohibited by this rule or permit smoking by any occupant, agent, tenant, invitee, guest, friend, or family member in such areas.

Provided that it does not create unreasonably disturbing secondhand smoke that interferes with the rights, comforts, or conveniences of other residents, and subject to applicable law and the condominium's governing documents, smoking is currently permitted inside a resident's individual apartment unit. The unit owner is responsible for any secondhand smoke entering the common areas or other apartment units from the resident's individual apartment unit and has an obligation to put into effect measures to ensure second hand smoke does not enter into common areas or other apartment units.

The smoking of illegal substances is prohibited in all areas of the building.

The term "smoking" as used in this rule includes inhaling, exhaling, burning, carrying or otherwise handling or controlling any lit, heated or smoldering cigar, cigarette, electronic cigarette, herbal cigarette or non-tobacco smoking product, water pipe, vaping device, pipe, or any form of lighted object or device which contains tobacco or tobacco products.

A notice setting forth this smoking policy will be displayed prominently in the building's lobby. The building's board reserves the right to revise and/or amend this current smoking policy.

30. 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.

SCHEDULE A

RULES AND REGULATIONS FOR GRACELINE COURT CONDOMINIUM

1. The Residential Units shall be used for residences only, with not more than two (4) adults or one family occupying a Residential Unit at one time, except that any Residential Unit may, in addition, be used for any lawful home occupation (as such term is defined in the New York City Zoning Resolution), provided (i) that such use does not violate zoning regulations or the Certificate of Occupancy for the Building, and (ii) the prior consent of the Board of Managers is obtained or, in the case of initial Purchasers from the Sponsor or its designee, written notice of such use is given to the managing agent. Notwithstanding the foregoing, the Sponsor (or its designee) may, without the permission of the Board of Managers or anyone else, retain ownership of one or more Units for use as models, sales, or business or administration offices and may place signage of any size in any location on the Property, as determined in the sole discretion of the Sponsor (or such designee), in connection with the sale, management or rental of Units in the Condominium.

2. The Commercial Unit may be used at the sole discretion of the Owner or Owners thereof, without the requirement of consent of the Board of Managers or anyone else, for any lawful purpose consistent with the Declaration and the By-Laws and permitted by applicable governmental authorities, including but not limited to applicable zoning requirements. The entities comprising the Sponsor have agreed among themselves that for so long as the Sponsor or its designee owns the Commercial Unit, it will not sell or lease the Commercial Unit or any part thereof for the promotion, use or sale of drugs or pornography or for purposes such as an abortion clinic, dance hall, tattoo parlor, dry cleaning establishment or any business that is dangerous or detrimental to the health of humans or the environment, and the Condominium's By-Laws prohibit such uses by any subsequent owners of the Commercial Unit.

3. Nothing shall be done or kept in any Unit or the Common Elements which will increase the rate of insurance on the Building, or contents thereof, without the prior written consent of the Board of Managers. If the cost of insurance on the Building is increased because of the use of a Commercial Unit, then such insurance cost increase shall be repaid to the Condominium by the Commercial Unit Owner whose use has caused the increase, within thirty (30) days after the increased cost has been demanded of the Condominium and written notice has been given by the Board to the Commercial Unit Owner. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of insurance on the Building, or contents thereof, or which would be in violation of any law. No Unit Owner or occupant or any of its agents, servants, employees, licensees or visitors shall at any time bring into or keep in its Unit or in the Common Elements any flammable, combustible or explosive fluid, material, chemical or substance. No waste shall be committed in the Common Elements.

4. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.

No radio or television aerial or other similar device shall be erected on the roof, terraces or exterior walls of the Building without obtaining in each instance the written consent of the Board of Managers. Any aerial so installed without such required consent shall be subject to removal without notice at any time.

5. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building without the prior written consent of the Board of Managers.

6. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board of Managers.

7. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be complied with by and at the sole expense of the Unit Owners or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

8. No swill, brine, offensive animal matter, noxious liquid, or other filthy matter of any kind, shall be allowed by any person to fall upon or run into any street, or Common Element or be taken to or put therein.

9. There shall be no obstruction of the Common Elements. The entrances, passages, public halls, elevators, vestibules, corridors, stairways and other areas within the Common Elements shall not be used for any other purpose than that for which they are intended. Nothing shall be stored in the Common Elements without the prior consent of the Board of Managers, except as hereinafter expressly provided.

10. Except in storage areas, if any, designated as such by the Board of Managers, there shall be no playing, lounging, or parking of baby carriages, strollers or playpens, bicycles, wagons, toys, vehicles, benches or chairs on any part of the Common Elements. Storage by Unit Owners in areas designated by the Board of Managers shall be at the Unit Owner's risk.

11. No clothes, sheets, blankets, laundry or any kind or other articles shall be hung out of a Unit or exposed on any part of the Common Elements or Limited Common Elements. The Common Elements and Limited Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials. No rugs or mops shall be shaken or hung from or on any of

the windows or doors. No Unit Owner shall sweep or throw or permit to be swept or thrown therefrom any dirt or other substance.

12. Each Unit Owner shall keep his or her Unit in a good state of preservation and cleanliness and each Unit Owner shall be obligated to maintain and keep in good order and repair the Unit in accordance with the provisions of the By-Laws.

13. The agents of the Board of Managers or the managing agent, and any contractor or worker authorized by the Board of Managers or the managing agent, may enter any Unit at any reasonable hour of the day for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests, provided that such right will be exercised in such a manner as will not unreasonably interfere with the normal conduct of business by any Commercial Unit Owner or with the residential use of the Residential Units.

14. If any key or keys are entrusted by a Unit Owner or occupant or by his or her agent, servant, employees, licensee or visitor to any employee of the Board of Managers, whether for such Unit or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board of Managers shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

15. Except to the extent expressly authorized herein or in the By-Laws, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted in any Residential Units, nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the Property or in any Residential Unit therein nor shall any Residential Unit be used or rented for transient, hotel or motel purposes. However, the Sponsor (or its designee) shall have the right to place, "For Sale", "For Rent" or "For Lease" signs on the Condominium Property and on any unsold or unoccupied Units, and to maintain such free-standing and other selling and informational signs as are deemed necessary to sell or lease any Units. Notwithstanding this provision or any other provisions to the contrary, signage is permitted in connection with use of the Commercial Unit, provided that same is in compliance with applicable law.

16. Dogs, cats or other common household pets, not to exceed two (2) per Unit, may be kept in Residential Units, subject to the rules and regulations adopted by the Board of Managers, including those pertaining to the size of a pet and the permitted level of noise. In no event will any dog be permitted in any portion of the Common Elements unless carried or on a leash.

17. The Board of Managers or the Managing Agent may retain a pass-key to each Unit. The Unit Owner shall not alter any lock on any door leading to his or her Unit without the written consent of the Board of Managers or the Managing Agent. If such consent is given, the Board of Managers or the Managing Agent shall be provided with a key.

18. Residents shall not make or permit any disturbing noises in the Building that unreasonably interfere with the rights, comfort or convenience of other residents. In particular, but without limiting the general force of the preceding sentence, no musical instrument, stereo, television, or exercise equipment shall be used, nor shall a resident vocalize, between the hours of 10:00 PM and 8:00 AM at a level that might reasonably be expected to annoy other residents. No construction or repair work or other installation involving noise shall be conducted in any Residential Unit except on weekdays (other than holidays) between the hours of 9:00 AM and 4:00 PM.

19. No Unit Owner shall install any plantings or any other objects on any terrace, balcony, or roof without prior written approval of the Board of Managers of the Condominium. Plantings shall be contained in boxes constructed of rot resistant wood species, plastic, or other durable lightweight materials. Non-ferrous fasteners shall be used. The planter shall have suitable weep holes to draw off water and be filled with a mix of perlite and topsoil and not weigh more than 50 pounds per cubic foot saturated. It shall be the responsibility of the Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Planters shall be placed so as not to create weight in excess of 30 pounds per square foot over any area of 30 square feet or more. No planter shall rest directly on the terrace, balcony or roof surface and shall be placed on bearing blocks of stone or concrete measuring 6"x6"x2" for every two (2) square feet of planter base. Planters shall be constructed so as to be self-supporting and shall not be placed closer than 10" to any wall or parapet or to each other. No planter shall block access or egress from or to any area of roof or terrace. Planters shall not be placed on or hung from any raised structure, penthouse, wall, roof, railing, or parapet. The use of a surface on top of the permanent paving, such as indoor-outdoor carpeting or mats, impedes the flow of water to the terrace drains and is not permitted. Sheds and other temporary or permanent structures are not permitted on the roofs, balconies, or terraces. The weight of furnishings or decorative items shall not exceed 200 pounds and the weight shall be distributed as not to exceed 65 pounds per square foot of base area. Any damage caused to the Building or any portion thereof as a result of the placement of the planter shall be repaired at the sole cost and expense of the Unit Owner.

20. Unit Owners shall, at their sole cost and expense, comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards regarding the collection, sorting, separation, recycling and disposal of waste products, garbage, refuse and trash (including, without limitation, medical, regulated or other hazardous waste). Unit Owners shall sort and separate such waste products, garbage, refuse and trash into such categories as provided by law, and in accordance with the rules and regulations adopted by the Board of Managers of the Condominium for the sorting and separating of such designated recyclable materials. Unit Owners shall comply with the requirement to rinse recyclable bottles and containers before placing them in the designated receptacles, in accordance with all applicable law and regulations. The Board reserves the right, where permitted by law, to refuse to collect or accept from Unit Owners any waste products, garbage, refuse or trash which is not separated and sorted as required by law. Unit Owners shall pay all costs, expenses, fines, penalties or damages which may be imposed on the Board of

Managers, the Sponsor or any Unit Owner by reason of the Unit Owner's failure to comply with these provisions and, at the Unit Owner's sole cost and expense, the Unit Owner shall indemnify, defend and hold harmless the Board of Managers, the Sponsor and the other Unit Owners (including legal fees and disbursements) from and against any actions, claims and suits arising from the Unit Owner's non-compliance, utilizing counsel reasonably satisfactory to the Board or the Sponsor, as the case may be, if said party so elects. The Unit Owner shall be liable to the Board of Managers for any costs, expenses or disbursements, including legal fees, which may be incurred by the Board in the commencement and/or prosecution of any action or proceedings by the Board against the Unit Owner, predicated upon the Unit Owner's breach of this paragraph. Unit Owners are advised that local regulations governing recycling make Unit Owners liable for non-compliance.

Notwithstanding the foregoing, the Commercial Unit Owner is required to arrange for private collection of its waste products, garbage, refuse and trash at its own cost and expense.

21. Unit Owners will faithfully observe the procedures established from time to time by the Board of Managers or the Managing Agent with respect to services provided and management of the Building.

22. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Managers.