

# KYROUS REALTY GROUP, INC.

263 West 38<sup>th</sup> 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 be assembled into a complete package of one (1) original and four (4) collated copies and delivered to Kyrour Realty Group, Inc., 263 West 38<sup>th</sup> Street, Suite 15E, New York, NY 10018.

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: \$550.00** check payable to Kyrour 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: \$100.00** Check per applicant & adult occupant payable to Kyrour Realty Group, Inc. This Check must be in the form of a certified check or money order. This check is non-refundable.

---

**Application: Graceline Court Condominium**

# 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

## 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.

**STANDARD FORM OF CONDOMINIUM APARTMENT LEASE**  
THE REAL ESTATE BOARD OF NEW YORK, INC.  
©Copyright 1998. All Rights Reserved. Reproduction in whole or in part prohibited

**PREAMBLE:** This Lease contains the agreements between You and Owner concerning the rights and obligations of each party. You and Owner have other rights and obligations which are set forth in government laws and regulations.

You should read this Lease carefully. If You have any questions, or if You do not understand any words or statements, get clarification. Once You and Owner sign this Lease, You and Owner will be presumed to have read it and understood it. You and Owner admit that all agreements between You and Owner have been written into this Lease except for obligations arising under the Condominium Documents (as defined in Article 4). You understand that any agreements made before or after this Lease was signed and not written into it will not be enforceable.

THIS LEASE is made as of \_\_\_\_\_ between  
\_\_\_\_\_ month \_\_\_\_\_ day \_\_\_\_\_ year  
Owner, the Lessor, \_\_\_\_\_  
whose address is \_\_\_\_\_, and  
You, the Lessee, \_\_\_\_\_  
whose address is \_\_\_\_\_

**1. APARTMENT AND USE**

Owner agrees to lease to You Condominium Unit \_\_\_\_\_ (the "Apartment") on the \_\_\_\_\_ floor in the condominium apartment building at \_\_\_\_\_, Borough of \_\_\_\_\_, City and State of New York, which is known as the \_\_\_\_\_ Condominium (the "Condominium"). You shall use the Apartment for living purposes only. The Apartment may be occupied only by You and the following Permitted Occupants: \_\_\_\_\_

You acknowledge that: (i) this Lease may not commence until the Condominium has waived any first refusal rights that it may have with respect to this Lease; and (ii) no other person other than You and the Permitted Occupants may reside in the Apartment without the prior written consent of the Owner and the Condominium.

**2. LENGTH OF LEASE**

The term (that means the length) of this Lease will begin on \_\_\_\_\_ and will end on \_\_\_\_\_ if You do not do everything You agree to do in this Lease. Owner may have the right to end this Lease before the ending date. If Owner does not do everything that Owner agrees to do in this Lease, You may have the right to end the Lease before the ending date. You acknowledge that the term of this Lease may be reduced as authorized by Article 6.

**3. RENT**

Your monthly rent for the Apartment is \$ \_\_\_\_\_. You must pay Owner the rent, in advance, on the first day of each month either to Owner at the above address or at another place that Owner may inform You of by written notice. You must pay the first month's rent to Owner when You sign this Lease if the Lease begins on the first day of the month. If the Lease begins after the first day of the month, You must pay when You sign this Lease: (i) the part of the rent from the beginning date of this Lease until the last day of the month, and (ii) the full rent for the next full calendar month.

**4. CONDOMINIUM DOCUMENTS**

This Lease shall be subject and subordinate to: (i) the Declaration of Condominium; (ii) the Rules and Regulations of the Condominium (which are sometimes called House Rules); and (iii) the By-Laws of the Condominium. (The Declaration, the Rules and Regulations and the By-Laws of the Condominium and all amendments thereto, including any amendments subsequent to the date hereof, are collectively called the "Condominium Documents".) In the event of any inconsistency between the provisions of this Lease and the Condominium Documents, the provisions of the Condominium Documents shall govern and be binding.

You and the Permitted Occupants of the Apartment shall faithfully observe and comply with the Condominium Documents, other than the provisions of the Condominium Documents required to be performed by Owner (which include the payment of common charges for the Apartment to the Condominium). You and the Permitted Occupants of the Apartment shall not undertake any action which, if performed by Owner, would constitute a violation of the Condominium Documents. You have reviewed the Condominium Documents or waived their examination.

**5. SECURITY DEPOSIT**

You are required to give Owner the sum of \$ \_\_\_\_\_ when You sign this Lease as a security deposit, which is called in law a trust. Owner will deposit this security in \_\_\_\_\_ bank at \_\_\_\_\_, New York. This security account shall not bear interest.

If You carry out all of your agreements in this Lease and if You move out of the Apartment and return it to Owner in the same condition it was in when You first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty through no fault of your own, Owner will return to You the full amount of your security deposit within 60 days after this Lease ends. However, if You do not carry out all your agreements in this Lease, Owner may keep all or part of your security deposit which has not yet been paid to You necessary to pay Owner for any losses incurred, including missed payments.

If Owner sells the Apartment, Owner will turn over your security either to You or to the person buying the Apartment within 5 days

**7. CAPTIONS**

In any dispute arising under this Lease, in the event of a conflict between the text and a caption, the text controls.

**8. WARRANTY OF HABITABILITY**

A. All of the sections of this Lease are subject to the provisions of the Warranty of Habitability Law in the form it may have from time to time during this Lease. Nothing in this Lease can be interpreted to mean that You have given up any of your rights under that law. Under that law, Owner agrees that the Apartment is fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.

B. You will do nothing to interfere to make more difficult the Condominium's efforts to provide You and all other occupants of the Condominium with the required facilities and services. Any condition caused by your misconduct or the misconduct of anyone under your direction or control shall not be a breach by Owner.

**9. CARE OF YOUR APARTMENT; END OF LEASE-MOVING OUT**

A. You will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. You will move out on or before the ending date of this Lease and leave the Apartment in good order and in the same condition as it was when You first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of your own.

B. When the Lease ends, You must remove all of your movable property. You must also remove at your own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment You may have installed in the Apartment, even if it was done with Owner's consent. If the Condominium imposes any "move-out" deposits or fees, You shall pay any such deposit or fee when requested by the Condominium. You must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. You have not moved out until all persons, furniture and other property of yours is also out of the Apartment. If your property remains in the Apartment after the Lease ends, Owner may either treat You as still in occupancy and charge You for use, or may consider that You have given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at your expense. You agree to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Lease.

**10. CHANGES AND ALTERATIONS TO APARTMENT**

You cannot build in, add to, change or alter, the Apartment in any way, including wallpapering, painting, repainting, or other decorating, without first obtaining the prior written consent of Owner and, if required under the Condominium Documents, the Condominium. Without Owner's and/or the Condominium's prior written consent, You cannot install or use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's and/or the Condominium's opinion, will overload the existing wiring installation in the Condominium or interfere with the use of such electrical wiring facilities by other occupants of the Condominium. Also, You cannot place in the Apartment water-filled furniture.

**11. YOUR DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND RULES**

A. GOVERNMENT LAWS AND ORDERS. You will obey and comply: (i) with all present and future city, state and federal laws and regulations which affect the Condominium or the Apartment, and (ii) with all orders and regulations of insurance rating organizations which affect the Apartment and the Condominium. You will not allow any windows in the Apartment to be cleaned from the outside unless the prior written consent of the Condominium is obtained.

B. CONDOMINIUM'S RULES AFFECTING YOU. You will obey all of the Condominium Documents other than the provisions of the Condominium Documents required to be performed by Owner.

C. YOUR RESPONSIBILITY. You are responsible for the behavior of yourself, the Permitted Occupants of the Apartment, your servants and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because You, the Permitted Occupants of the Apartment, servants or people visiting the Apartment, have not obeyed government laws and orders, the Condominium Documents or this Lease.

**12. OBJECTIONABLE CONDUCT**

You, the Permitted Occupants of the Apartment, servants or people visiting the Apartment will not engage in objectionable conduct at the Condominium. Objectionable conduct means behavior which makes or will make the Apartment or the Condominium less fit to live in for You or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartments, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other occupants of the Condominium. Objectionable conduct by You gives Owner the right to end this Lease.

**13. SERVICES AND FACILITIES**

A. REQUIRED SERVICES. The Condominium will provide cold and hot water and heat, as required by law, repairs to the Apartment, as required by the Condominium Documents, elevator service if the Condominium has elevator equipment, and the utilities, if any, included in the rent, as set forth in subparagraph B. You are not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.

B. The following utilities are included in the rent

C. ELECTRICITY AND OTHER UTILITIES. If the Condominium provides electricity or gas for a separate, submetered charge, your obligations to the Condominium and/or Owner are described in a rider attached to this Lease. If electricity or gas is not included in the rent and is not charged separately by the Condominium and/or Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service and cable television service if the cost of any such service is not included in the rent.

D. APPLIANCES. Appliances supplied by Owner in the Apartment are for your use. They are in good working order on the date hereof and will be maintained and repaired or replaced by Owner, but if repairs or replacement are made necessary because of your negligence or misuse, You will pay Owner for the cost of such repair or replacement as additional rent.

## 15. ENTRY TO APARTMENT

During reasonable hours and with reasonable notice, except in emergencies, Owner, Owner's representatives and agents or employees of the Condominium may enter the Apartment for the following reasons:

- A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; to inspect the Apartment; and to make any necessary repairs or changes Owner or the Condominium decide are necessary. Your rent will not be reduced because of any of this work, unless the common charges payable by Owner to the Condominium are reduced.
- B. To show the Apartment to persons who may wish to become owners of the Apartment or may be interested in lending money to Owner.

C. For two months before the end of the Lease, to show the Apartment to persons who wish to lease it.

D. If, during the last month of the Lease, You have moved out and removed all or almost all of your property from the Apartment, Owner may enter to make changes, repairs or redecorations. Your rent will not be reduced for that month and this Lease will not be ended by Owner's entry.

E. If, at any time, You are not personally present to permit Owner, Owner's representatives or the agents and employees of the Condominium, to enter the Apartment and entry is necessary or allowed by law, under the Condominium Documents or this Lease, Owner, Owner's representatives or the agents and employees of the Condominium may nevertheless enter the Apartment. Owner, Owner's representatives or the agents and employees of the Condominium may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, any authorized party is negligent or misuses your property.

## 16. ASSIGNING; SUBLETTING; ABANDONMENT

A. Assigning and Subletting. You cannot assign this Lease or sublet the Apartment. You acknowledge that Owner may refuse any request made by You to assign this Lease or to sublet the Apartment for any reason or no reason.

B. Abandonment. If You move out of the Apartment (abandonment) before the end of this Lease without the consent of Owner, this Lease will not be ended. You will remain responsible for each monthly payment of rent as it becomes due until the end of this Lease. In case of abandonment your responsibility for rent will end only if Owner chooses to end this Lease for default as provided in Article 17.

## 17. DEFAULT

A. You default under the Lease if You act in any of the following ways:

- (i) You fail to carry out any agreement or provision of this Lease;
- (ii) You, a Permitted Occupant of the Apartment, servants or people visiting the Apartment behave in an objectionable manner;
- (iii) You, a Permitted Occupant of the Apartment, servants or people visiting the Apartment violate any of the Condominium Documents;
- (iv) You do not take possession or move into the Apartment 15 days after the beginning of this Lease; or
- (v) You and the Permitted Occupants of the Apartment move out permanently before this Lease ends.

If You do default in any one of these ways, other than a default in the agreement to pay rent, Owner may serve You with a written notice to stop or correct the specified default within 10 days. You must then either stop or correct the default within 10 days, or, if You need more than 10 days, You must begin to correct the default within 10 days and continue to do all that is necessary to correct the default as soon as possible.

B. If You do not stop or begin to correct a default within 10 days, Owner may give You a second written notice that this Lease will end 6 days after the date the second written notice is sent to You. At the end of the 6-day period, this Lease will end, You then must move out of the Apartment. Even though this Lease ends, You will remain liable to Owner for unpaid rent up to the end of this Lease, the value of your occupancy, if any, after the Lease ends, and damages caused to Owner after that time as stated in Article 18.

C. If You do not pay your rent when this Lease requires after a personal demand for rent has been made, or within 3 days after a statutory written demand for rent has been made, or if the Lease ends Owner may do the following: (i) enter the Apartment and retake possession of it if You have moved out; (ii) go to court and ask that You and all other occupants in the Apartment be compelled to move out.

Once this Lease has been ended, whether because of default or otherwise, You give up any right You might otherwise have to reinstate this Lease.

## 18. REMEDIES OF OWNER AND YOUR LIABILITY

If this Lease is ended by Owner because of your default, the following are the rights and obligations of You and Owner.

- A. You must pay your rent until this Lease has ended. Thereafter, You must pay an equal amount for what the law calls "use and occupancy" until You actually move out.
- B. Once You are out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Lease. Owner may re-rent to a new subtenant at a lesser rent or may charge a higher rent than the rent in this Lease.
- C. Whether the Apartment is re-rented or not, You must pay to Owner as damages:

- (i) the difference between the rent in this Lease and the amount, if any, of the rents collected in any later lease of the Apartment for what would have been the remaining period of this Lease; and
- (ii) Owner's expenses for the cost of putting the Apartment in good condition for re-rental; and
- (iii) Owner's expenses for attorney's fees (*Delete if inapplicable*).

\*\*\*

D. You shall pay all damages due in monthly installments on the rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action. If the rent collected by Owner from a subsequent subtenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another subtenant will not release or change your liability for damages, unless the failure is due to Owner's deliberate inaction.

## 19. ADDITIONAL OWNER REMEDIES

If You do not do everything You have agreed to do, or if You do anything which is prohibited by the Lease, or if You do anything which is prohibited by the Condominium Documents, Owner may, in addition to the remedies set forth in this Lease, take any of the following actions:

**26. BILLS AND NOTICE**

A. Notices to You. Any notice from Owner or Owner's agent or attorney will be considered properly given to You if it is: (i) in writing, (ii) signed by or in the name of Owner or Owner's agent, and (iii) addressed to You at the Apartment and delivered to You personally or sent by registered or certified mail to You at the Apartment. The date of service of any written notice by Owner to You under this agreement is the date of delivery or mailing of such notice.

B. Notices to Owner. If You wish to give a notice to Owner, You must write it and deliver it or send it by registered or certified mail to Owner at the address noted on page 1 of this Lease or to another address of which Owner or Agent has given You written notice.

**27. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM**

A. Both You and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim on any matters concerning this Lease, the relationship of You and Owner as lessee and lessor or your use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims or personal injury or property damage.

B. If Owner begins any court action or proceeding against You which asks that You be compelled to move out, You cannot make a counterclaim unless You are claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or the Condominium.

**28. NO WAIVER OF LEASE PROVISIONS**

A. Even if Owner accepts your rent or fails once or more often to take action against You when You have not done what You have agreed to do in this Lease the failure of Owner to make action or Owner's acceptance of rent does not prevent Owner from taking action at a later date if You against do not do what You have agreed to do.

B. Only a written agreement between You and Owner can waive any violation of this Lease.

C. If You pay and Owner accepts an amount less than all the rent due, the amount received shall be considered to be in payment of all or part of the earliest rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the rent due unless there is a written agreement between You and Owner.

D. Any agreement to end this Lease and also to end the rights and obligations of You and Owner must be in writing, signed by You and Owner or Owner's agent. Even if You give keys to the Apartment and they are accepted by either any employee or agent of the Condominium, Owner's representatives or Owner, this Lease is not ended.

E. This Lease, or any provision hereof, may not be modified, amended, extended, waived or abrogated without the prior written consent of the Condominium.

**29. CONDITION OF THE APARTMENT**

When You signed this Lease, You did not rely on anything said by Owner, Owner's representatives or the Condominium's employees, agents, or superintendent about the physical condition of the Apartment, the Condominium or the land on which is built. You did not rely on any promises as to what would be done, unless what was said or promised is written in this Lease and signed by both You and Owner. Before signing this Lease, You have inspected the Apartment and You accept it in its present condition "as is", except for any condition which You could not reasonably have seen during your inspection. You agree that Owner has not promised to do any work in the Apartment except as specified in a rider attached to this Lease.

**30. DEFINITIONS**

A. Owner. The term "Owner" means the person or organization receiving or entitled to receive rent from You for the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" is the person or organization that owns legal title to the Apartment. It does not include a former Owner, even if the former Owner signed this Lease.

B. You. The term "You" means the person or persons signing this Lease as lessee and the successors and assigns of the signer. This Lease has established a lessor-lessee relationship between Owner and You.

**31. SUCCESSOR INTERESTS**

The agreements in this Lease shall be binding on Owner and You and on those who succeed to the interest of Owner or You by law, by approved assignment or by transfer.

**32. INSURANCE**

You may obtain liability insurance insuring You, the Permitted Occupants of the Apartment, your servants and people visiting the Apartment, and personal property insurance insuring your furniture and furnishings and other items of personal property located in the Apartment. You may not maintain any insurance with respect to any furniture or furnishings belonging to Owner that are located in the Apartment. You acknowledge that Owner may not be required to maintain any insurance with respect to the Apartment.

**33. WAIVER OF CONDOMINIUM'S FIRST REFUSAL RIGHT [DELETE IF INAPPLICABLE]**

You shall furnish to the Condominium or its managing agent, within 5 business days after the date of this Lease, such personal and financial references and additional information concerning You and the Permitted Occupants of the Apartment as may be requested in order to obtain the waiver of the Condominium's right of first refusal with respect to this Lease, including the submission of any application requested by the Condominium.

You acknowledge that this Lease will not commence and that You and the Permitted Occupants shall have no right to occupy the Apartment until the waiver of the Condominium's right of first refusal with respect to this Lease is obtained. If such waiver has not been obtained by the date specified in Article 2 as the beginning date of this Lease, You shall have no obligation to pay rent until such waiver has been obtained. All rent prepaid for the period You are unable to occupy the Apartment because of the failure to obtain such waiver shall be applied by Owner to subsequent rent payable hereunder. If such waiver is not obtained within 30 days after the date specified in Article 2 as the beginning date of this Lease, this Lease shall be canceled and all prepaid rent and security deposit shall be promptly returned to You.

**34. FURNITURE [DELETE IF INAPPLICABLE]**

- (iii) Preparing the Apartment for the next tenant if You move out of the Apartment before the Lease ending date without Owner's prior written consent;
- (iv) Any legal fees and disbursements for legal actions or proceedings brought by Owner against You because of a default by You for defending lawsuits brought against Owner because of the actions of You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You (*Delete if inapplicable*);
- (v) Removing all of your property after this Lease is ended;

\*\*\*

- (vi) Any miscellaneous charges payable to the Condominium for services You requested that are not required to be furnished You under this Lease for which You have failed to pay the Condominium and which Owner has paid;
- (vii) All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Lease or the Condominium Documents by You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You.

These fees and expenses shall be paid by You to Owner as additional rent within 30 days after You receive Owner's bill or statement. If this Lease has ended when these fees and expenses are incurred, You will still be liable to Owner for the same amount as damages.

B. Owner agrees that unless subparagraph (iv) of subparagraph 20 A has been stricken out of this Lease, You have the right to collect reasonable legal fees and expenses incurred in a successful defense by You of a lawsuit brought by Owner against You or brought by You against Owner to the extent provided by Real Property Law Section 234.

C. You shall pay the Condominium on demand for the cost of any miscellaneous charges payable to the Condominium for services You requested that are not required to be furnished You under this Lease.

#### 21. PROPERTY LOSS, DAMAGES OR INCONVENIENCE

Unless caused by the negligence or misconduct of Owner, Owner's representatives or the agents and employees of the Condominium, none of these authorized parties are responsible to You for any of the following: (i) any loss of or damage to You or your property in the Apartment or the Condominium due to any accidental or intentional cause, even a theft or another crime committed in the Apartment or elsewhere in the Condominium; (ii) any loss of or damage to your property delivered to any agent or employee of the Condominium (i.e. doorman, superintendent, etc.); or (iii) any damage or inconvenience caused to You by actions, negligence or violations of lease or the Condominium Documents made by any other tenant or person in the Condominium except to the extent required by law.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or on behalf of the Condominium. Owner will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Owner or the Condominium. Owner will not be liable to You for such interference caused by the permanent closing, darkening or blocking up of windows, if such action is required by law. None of the foregoing events will cause a suspension or reduction of the rent or allow You to cancel the Lease.

#### 22. FIRE OR CASUALTY

A. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Owner under subparagraph C below or by You under subparagraph D below. However, the rent will be reduced immediately. This reduction will be based upon the square footage of the part of the Apartment which is unusable.

B. Owner and/or the Condominium will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below.

C. After a fire, accident or other casualty in the Building, the Condominium may decide to tear down the Condominium building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Lease. Owner may do this even if the Apartment has not been damaged, by giving You written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is unusable when Owner gives You such notice, this Lease will end 60 days from the last day of the calendar month in which You were given the notice.

D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in 30 days, You may give Owner written notice that You end the Lease. If You give that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will promptly refund your security deposit and the pro-rata portion of rents paid for the month in which the casualty happened.

E. Unless prohibited by the applicable policies, to the extent that such insurance is collected, You and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

F. You acknowledge that if fire, accident, or other casualty causes damage to any of your personal property in the Apartment, including, but not limited to your furniture and clothes, neither the Owner nor the Condominium will be responsible to You for the repair or replacement of any such damaged personal property unless such damage was as a result of the Owner's or the Condominium's negligence.

#### 23. PUBLIC TAKING

The entire Condominium or a part of it can be acquired (condemned) by any government or government agency for a public or quasi-public use or purpose. If this happens, this Lease shall end on the date the government or agency take title. You shall have no claim against Owner for any damage resulting; You also agree that by signing this Lease, You assign to Owner any claim against the government or government agency for the value of the unexpired portion of this Lease.

#### 24. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS

All mortgages of the Apartment now in effect or made after this Lease is signed, and any lien created by the Condominium Documents come ahead of this Lease. In other words, this Lease is "subject and subordinate to" any lien created by the Condominium Documents and existing or future mortgages on the Apartment, including any renewals, consolidations, modifications and replacements of any such mortgage. If certain provisions of any such mortgage or the Condominium Documents come into effect, the holder of any such mortgage or the Condominium can end this Lease and such parties may commence legal action to evict You from the Apartment. If this happens, You acknowledge that You have no claim against Owner, the Condominium or such mortgage holder. If Owner requests, You will sign promptly an acknowledgment of the "subordination" in the form that Owner may require.

**35. BROKER [DELETE EITHER SUBPARAGRAPH A OR B]**

A. You represent to Owner that You have not dealt with any real estate broker(s) in connection with the leasing of the Apartment other than \_\_\_\_\_, [and that \_\_\_\_\_ is your real estate broker in connection with the leasing of the Apartment (Delete bracket if inapplicable)]. You will compensate such broker(s) in accordance with a separate agreement. You shall indemnify and hold Owner harmless from any and all loss incurred by Owner as a result of a breach of the foregoing representations.

B. You represent to Owner that you have not dealt with any real estate broker in connection with the leasing of the Apartment. You shall indemnify and hold Owner harmless from any and all loss incurred by Owner as a result of a breach of the foregoing representation.

**36. YOUR OPTION TO RENEW [DELETE IF INAPPLICABLE]**

A. You shall have the right to extend the term of this Lease for \_\_\_\_\_ year(s) commencing \_\_\_\_\_ and ending on \_\_\_\_\_, (the "Extension Term") provided: (i) You give Owner notice (the "Extension Notice"), in the manner required under this Lease, of your election to extend the term of this Lease; (ii) the Election Notice must be given Owner at least \_\_\_\_\_ days prior to the ending date of this Lease stated in Article 2; and (iii) You may not be in default of any provisions of the Lease when the Extension Notice is given and on the commencement date of the Extension Term. If You fail to send the Extension Notice to Owner by the date specified herein, this Article 36 shall be of no further force and effect.

B. The monthly rent payable by You during the Extension Term shall be \$ \_\_\_\_\_.  
C. All provisions of this Lease, except as modified by this Article 36, shall remain in full force and effect during the Extension Term.

**37. LEAD PAINT DISCLOSURE [DELETE IF THE CONDOMINIUM WAS ERRECTED AFTER 1978]**

Simultaneously with the execution of this Lease, You and Owner shall sign and complete the disclosure of information on lead-based paint and/or lead-based paint hazards annexed as a rider attached to this Lease. You acknowledge receipt of the pamphlet, "Protect Your Family From Lead in Your Home" prepared by the United States Environmental Protection Administration.

**38. PETS [DELETE EITHER SUBPARAGRAPH A OR B]**

A. You may not keep any pets in the Apartment.  
B. If authorized by the Condominium Documents, You may keep pets in the Apartment provided: (i) You obtain the prior written consent of Owner; and (ii) You comply with the Condominium Documents with respect to the keeping of pets in the Condominium.

**39. KEYS**

Owner shall retain keys to all locks of the Apartment. If You make any changes to any such lock, You must deliver keys to Owner, and to the Condominium or its managing agent. At the end of this Lease, You must deliver to Owner all keys to the Apartment. If You fail to return any keys, You shall pay Owner the cost of replacing any such keys.

**40. WINDOW GUARDS**

You shall complete and deliver to the Condominium, when requested, a notice with respect to the installation of window guards in the Apartment in the form required by the City of New York. You acknowledge that it is a violation of law to refuse, interfere with installation, or remove window guards where required.

**41. OWNER'S DEFAULT TO CONDOMINIUM**

If: (i) Owner defaults in the payment to the Condominium of common charges or other assessments payable to the Condominium with respect to the Apartment; (ii) the Condominium notifies You of such default; and (iii) the Condominium instructs You to pay the rent under this Lease to the Condominium, then You shall pay all future installments of rent payable under this Lease to the Condominium until such time as the Condominium advises that the Owner's default has been cured. Owner acknowledges that if You pay any installment of rent payable under this Lease to the Condominium as herein provided, You have satisfied your obligation to pay any such installment of rent to Owner. Nothing contained in this Article shall suspend your obligation to pay rent under this Lease.

**42. BINDING EFFECT**

It is expressly understood and agreed that this Lease shall not constitute an offer or create any rights in your favor, and shall in no way obligate or be binding upon Owner, and this Lease shall have no force or effect until this Lease is duly executed by You and Owner and a fully executed copy of this Lease is delivered to both You and Owner.

TO CONFIRM OUR AGREEMENTS, OWNER AND YOU RESPECTIVELY SIGN THIS LEASE AS OF THE DAY AND YEAR FIRST WRITTEN ON PAGE 1.

WITNESS:

\_\_\_\_\_  
Owner's Signature (L.S.)

\_\_\_\_\_  
Tenant's Signature (L.S.)

\_\_\_\_\_  
Tenant's Signature (L.S.)

**GUARANTY**

The undersigned Guarantor guarantees to Owner the strict performance of and observance by Lessee of all the agreements, provisions and rules in the attached Lease. Guarantor agrees to waive all notices when Lessee is not paying rent or not observing and complying with all of the provisions of the attached Lease. Guarantor agrees to be equally liable with Lessee so that Owner may sue Guarantor directly without first suing Lessee. The Guarantor further agrees that this guaranty shall remain in full effect even if the Lease is renewed, changed or otherwise modified.



**LEASE APPLICATION FOR  
GRACELINE COURT CONDOMINIUM**

**106 WEST 116<sup>TH</sup> STREET, NEW YORK, NEW YORK 10026**

Apartment Unit #: \_\_\_\_\_

Owner Information

Owner's Name(s): \_\_\_\_\_

Owner's Address during Term of Lease: \_\_\_\_\_

\_\_\_\_\_

Telephone # Work: \_\_\_\_\_ Home: \_\_\_\_\_

Cell: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Monthly Rental: \_\_\_\_\_ Annual Rental: \_\_\_\_\_

Term of Lease: (Must not be less than one year)

From: \_\_\_\_\_ To: \_\_\_\_\_

Real Estate Broker(s):

For Owner(s):

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

Agent's Name: \_\_\_\_\_ Tel No.: \_\_\_\_\_

For Applicant(s):

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

Agent's Name: \_\_\_\_\_ Tel No.: \_\_\_\_\_

**LEASE APPLICATION INFORMATION FORM**

Applicant Information - To be completed for each applicant and occupant on Lease

Applicant's Name \_\_\_\_\_  
Applicant's Current Address \_\_\_\_\_  
Contact Numbers/Address:  
(Home) \_\_\_\_\_ (Cell) \_\_\_\_\_  
(Work) \_\_\_\_\_ (E-Mail) \_\_\_\_\_  
Employer's Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_ Contact No. \_\_\_\_\_  
Length of Employment \_\_\_\_\_ Job Description \_\_\_\_\_  
Salary: \_\_\_\_\_ Bonus: \_\_\_\_\_ Commissions: \_\_\_\_\_

Applicant's Name \_\_\_\_\_  
Applicant's Current Address \_\_\_\_\_  
Contact Numbers/Address:  
(Home) \_\_\_\_\_ (Cell) \_\_\_\_\_  
(Work) \_\_\_\_\_ (E-Mail) \_\_\_\_\_  
Employer's Name \_\_\_\_\_  
Address \_\_\_\_\_  
Contact Person \_\_\_\_\_ Contact No. \_\_\_\_\_  
Length of Employment \_\_\_\_\_ Job Description \_\_\_\_\_  
Salary: \_\_\_\_\_ Bonus: \_\_\_\_\_ Commissions: \_\_\_\_\_

**References: (Complete separate form for each applicant)**

Landlord / Managing Agent Information:

Present Landlord or Managing Agent \_\_\_\_\_

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

Length of Occupancy \_\_\_\_\_ Monthly Rent: \_\_\_\_\_

Previous Landlord or Managing Agent if less than 3 Years: \_\_\_\_\_

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

Length of Occupancy \_\_\_\_\_ Monthly Rent: \_\_\_\_\_

The applicant(s) understand that the information in this application is essential to determining each applicant's qualifications for subletting the above mentioned apartment and that the Condominium Association and the Owner(s) is/are relying upon the truth and accuracy of such information

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

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

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

**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 \_\_\_\_\_

## 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

---

### *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

## 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 Automobiles			Home Equity Loans on Real Estate/Line of Credit on Real Estate		
Indicate Whether Lease or Loan			All Properties: Annual Real Estate Taxes		
Personal Property / Furniture			All Properties: Annual Water & Sewer Taxes		
Life Insurance (Cash Surrender Value)			Loans on Life Insurance Policies (Include Premium Advances)		
Retirement Funds / IRA's			Loans on Retirement Accounts		
Retirement Funds 401(K)			Credit Union Loan(s)		
Retirement Funds KEOGH			Annual: Health Insurance Premium(s)		
Retirement Profit Sharing/Pension(s)			Annual: Auto Insurance Premium(s)		
Other Assets (List on Separate Page)			Other Debt(s) (List on Separate Page)		
<b>TOTAL ASSETS</b>			<b>TOTAL LIABILITIES</b>		
<b>COMBINED ASSETS</b>			<b>COMBINED LIABILITIES</b>		
<b>COMBINED ASSETS MINUS (-) COMBINED LIABILITIES EQUALS:</b>			<b>TOTAL NET WORTH</b> \$		

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, Monthly Payments on:		
Pension Income (401K, etc.)			• Credit Cards/Automobiles		
Other Income (Describe)			Alimony / Child Support / Student Loans		
<b>TOTAL ANNUAL INCOME:</b>			<b>TOTAL MONTHLY PROJECTED EXPENSES:</b>		

The following is submitted as being 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**

NAME AND ADDRESS	TYPE OF ACCOUNT	CASH BALANCE

**B. SECURITIES**

DESCRIPTION OF SECURITY	NO. OF SHARES	MARKET VALUE

**C. REAL ESTATE**

LOCATION OF PROPERTY	MARKET VALUE	MORTGAGE/LOAN BALANCE

**D. PENSION FUNDS**

DESCRIPTION	AMOUNT

**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



# 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

---

## CREDIT REPORT RELEASE

I (we) hereby authorize Kyrus 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 Kyrus 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: \_\_\_\_\_

\_\_\_\_\_

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

Applicant Signature

\*Duplicate for Additional Applicants

---

Application: Graceline Court Condominium

# 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

---

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

---

Application: Graceline Court Condominium

**OCCUPANCY AND PET ACKNOWLEDGEMENT**

**GRACELINE COURT CONDOMINIUM**  
**106 WEST 116<sup>TH</sup> STREET, NEW YORK, NY 10026**

Including the purchaser(s), the Unit will be occupied as a private dwelling by the applicant(s) immediate family as follows:

<u>Name</u>	<u>Relationship</u>	<u>List the age for anyone under ten years of Age</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Pet Policy**

I/We acknowledge that GRACELINE COURT CONDOMINIUM pet policy limits the pet occupancy to two pets per Unit, subject to the rules and regulations adopted by the Board of Managers, including those pertaining to the size of the pet and the permitted level of noise. Dogs must be carried or on a leash in the common elements. Failure to do so will result in a fine to the Owner(s) of the Unit(s).

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

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

**SMOKE / CARBON MONOXIDE DETECTOR RIDER**

**GRACELINE COURT CONDOMINIUM**  
**106 WEST 116<sup>TH</sup> STREET, NEW YORK, NY 10026**

I/We \_\_\_\_\_  
have inspected Apartment #(s): \_\_\_\_\_ at GRACELINE COURT CONDOMINIUM,  
106 WEST 116<sup>TH</sup> STREET, NEW YORK, NEW YORK 10026.

I/We have personally tested the smoke /carbon monoxide detector(s) located in said  
apartment and have found the unit(s) to be in good working order.

I/We understand that the maintenance including but limited to changing batteries in the  
smoke/carbon monoxide detector unit(s) is the responsibility of the occupants.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant'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: \_\_\_\_\_

MEDICAL CONDITION(S) \_\_\_\_\_

MEDICAL CONDITION(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 SUPERINTENDENT 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.

---

---

BY-LAWS

OF

GRACELINE COURT CONDOMINIUM

TABLE OF CONTENTS

ARTICLE I GENERAL.....	207
ARTICLE II CONDOMINIUM BOARD OF MANAGERS .....	208
ARTICLE III UNIT OWNERS .....	216
ARTICLE IV OFFICERS.....	218
ARTICLE V NOTICES.....	220
ARTICLE VI OPERATION OF THE PROPERTY .....	220
ARTICLE VII MORTGAGES.....	233
ARTICLE VIII SALES, LEASES AND MORTGAGES OF UNITS .....	233
ARTICLE IX CONDEMNATION .....	237
ARTICLE X RECORDS AND AUDITS.....	238
ARTICLE XI AMENDMENTS TO BY-LAWS.....	238
ARTICLE XII MISCELLANEOUS .....	239
ARTICLE XIII CONFLICTS.....	240
SCHEDULE A RULES AND REGULATIONS FOR GRACELINE COURT CONDOMINIUM.....	241

**BY-LAWS**  
of  
**GRACELINE COURT CONDOMINIUM**

106 West 116<sup>th</sup> Street  
New York, New York 10026

**ARTICLE I**

**GENERAL**

**Section 1. Unit Ownership.** The property located at 106 West 116<sup>th</sup> Street, Borough of Manhattan, City of New York, State of New York more particularly described on Schedule A to the Declaration recorded in the office of the Register of the City of New York, New York County, simultaneously herewith, and the building (the "Building") constructed on said land (hereinafter called the "Property") have been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the Declaration recorded in the office of the Register of the City of New York, New York County, simultaneously herewith. The Condominium thereby created shall hereinafter be known as GRACELINE COURT CONDOMINIUM (hereinafter called the "Condominium"). The thirty-two (32) Residential Units and the one (1) Commercial Unit are more fully described in the Declaration and are hereinafter referred to collectively, as the "Units". Unless otherwise provided herein, all terms used in these By-Laws shall have the same meaning as ascribed thereto in the Declaration.

**Section 2. Applicability of By-Laws.** The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the Building and all other improvements thereon (including the Units and the Common Elements), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Article 9-B of the Real Property Law of the State of New York.

**Section 3. Application.** All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the



Property in any manner are subject to these By-Laws, the Declaration and the Rules and Regulations attached hereto as Schedule A, each as amended from time to time.

The acceptance of a deed of conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that these By-Laws, the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

**Section 4. Office.** The office of the Condominium and of the Condominium Board of Managers shall be located at the Property or at such other place, reasonably convenient thereto, as may be designated from time to time by the Board of Managers.

## ARTICLE II

### CONDOMINIUM BOARD OF MANAGERS

**Section 1. Number and Term.** The affairs of the Condominium shall be governed by the Condominium Board of Managers. The number of Managers which shall constitute the whole Board shall not be less than three (3) and not more than five (5). Until succeeded by the Managers elected at the first annual meeting of Unit Owners, the Board of Managers shall consist of two (2) persons appointed by the Sponsor, none of whom must be a Unit Owner, plus one member to be elected by the Unit Owners as hereinafter provided in Section 4 of this Article II. Thereafter, all Managers shall be Unit Owners or spouses of Unit Owners or officers, directors or principals of Unit Owners which are not natural persons, except that Members of the Board of Managers appointed by the Sponsor or its designee or by the Commercial Unit Owner need not be Unit Owners. No Member shall continue to serve on the Board after he or she ceases to qualify as herein provided.

Starting with the first annual meeting of Unit Owners after the Sponsor has relinquished control of the Board of Managers, the Board will consist of five (5) Members. The terms of the Members shall be three (3) years, except that the term of office of two (2) of the Members then elected shall be fixed at two (2) years. The longest terms shall be awarded to the Members receiving the most votes. At the expiration of the initial term of office of each respective Manager, his or her successor shall be elected to serve a term of three (3) years. The Managers shall hold office until their successors have been elected and hold their first meeting. But, in any event, at least one-third of the terms of the Members of the Board of Managers shall expire annually. Notwithstanding the foregoing, Members of the Board of Managers appointed by the Sponsor or its designee or by the Commercial Unit Owner shall serve for a term of one (1) year.

To assure the Sponsor of minimum representation on the Board of Managers after it turns over control of the Board to Unit Owners independent of the Sponsor, the Sponsor shall have the right to designate members of the Board of Managers as specified in Section 4 of this Article II. In addition, the Commercial Unit Owner shall have the right to designate one member of the Board of Managers at all times in addition to any Sponsor designee, and notwithstanding whether the Sponsor has the right to designate a Member of the Board due to its ownership of

one or more Residential Units. However, if the Sponsor is also the owner of the Commercial Unit, the Sponsor and Commercial Unit Owner will not (i) designate more than a majority of the members of the Board during the Sponsor's period of control, or (ii) designate more than one (1) member of the Board once control of the Board has been turned over to the Unit Owners.

**Section 2. Powers and Duties.** The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all acts and things on behalf of the Condominium except those which by law or by the Declaration or by these By-Laws may not be delegated to the Board of Managers by the Unit Owners. The powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the Common Elements.
- (b) Determination of the common charges required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property.
- (c) Collection of common charges and assessments from the Unit Owners, and imposition and collection of reasonable late charges for late payment thereof.
- (d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements
- (e) Adoption and amendment of Rules and Regulations covering the details of the operation and use of the Property.
- (f) Opening and maintaining bank accounts on behalf of the Condominium and designating the signatories required therefore. The Condominium may authorize a manager or managing agent to be the signatory on such accounts.
- (g) Purchasing, leasing or otherwise acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or Units surrendered by their owners to the Board of Managers.
- (h) Purchasing of Units at foreclosure or other judicial sale in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners.
- (i) Selling, leasing, mortgaging (but not voting the votes appurtenant to), or otherwise dealing with Units acquired by, and subleasing Units leased by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners.
- (j) Organizing corporations to act as designees of the Board of Managers in acquiring title to or leasing of Units on behalf of all Unit Owners.
- (k) Obtaining and reviewing of insurance for the Property, including the Units, pursuant to the provisions of Article VI, Section 2 hereof.

(l) Adjusting and settling claims under insurance policies obtained pursuant to Article VI Section 2 and executing and delivering releases on settlement of such claims on behalf of all Unit Owners, all holders of mortgages or other liens on the Units and all owners of any other interest in the Property.

(m) Representing the Unit Owners in any proceedings, negotiations, settlements or agreements relating to losses or proceeds from condemnation, destruction or liquidation of all or part of the Condominium or from termination of the Condominium, and making of repairs, additions and improvements to, or alterations of, the Property and repairs to and restoration of the Property in accordance with the other provisions of these By-Laws after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(n) Enforcing obligations of the Unit Owners, allocating profits and expenses and doing anything and everything else necessary and proper for the sound management of the Condominium.

(o) Borrowing money on behalf of the Condominium when required in connection with the operation, care and upkeep of the Common Elements, provided, however, that no lien to secure repayment of any sum borrowed may be created on any Unit or its appurtenant interest in the Common Elements without the consent of the Unit Owner, and further provided that the borrowing of a sum in excess of \$50,000.00 for any one purpose must be approved by a majority of the Unit Owners present and voting at a meeting at which a quorum is present.

If any sum borrowed by the Board of Managers on behalf of the Condominium pursuant to the authority contained in this paragraph is not repaid by the Board, a Unit Owner who pays to the creditor such proportion thereof as its interest in the Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from a creditor a release of any judgment or other lien which said creditor shall have the right to file against the Unit Owner's Unit. The other Unit Owners shall cooperate in all ways necessary in order to obtain such release.

(p) Provided the prior consent of at least 66-2/3% in number and common interest of all Unit Owners is obtained at a meeting duly called and held for such purpose in accordance with the provisions of these By-Laws, the Board of Managers shall have the power to: (i) convert general Common Elements to Limited Common Elements or to convert Limited Common Elements to general Common Elements, and (ii) lease Common Elements, general or limited

(q) Entering Units when necessary, provided that an effort is made to minimize inconvenience to the Unit Owner, in connection with the maintenance, care and preservation of the Property.

(r) Purchasing supplies and equipment, entering into contracts and generally having the powers of a manager in connection with the operation of the Property.

- (s) Bringing and defending actions pertinent to the operation of the Property.
- (t) Applying to the Tax Commission of the City of New York for a reduction in the assessed valuation of Units, prosecuting and settling as it may deem advisable any such action, including payment of any costs which may be incurred in such proceedings, on behalf of all Unit Owners as part of a single application.
- (u) Acting with respect to the Easement Agreement made by and between the Sponsor, Masjid Malcolm Shabazz, Inc. and 113 Lenox Avenue LLC and recorded as CRFN 200600246076, under which the Board of Managers assumes all the rights and obligations of the Sponsor upon establishment of the Condominium.
- (v) Executing 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 200600246080, and the Declaration of Zoning Lot Restrictions recorded as CRFN 200600246079.
- (w) Applying, as necessary, for construction, alteration or other approvals, to any and all municipal authorities having jurisdiction over the Condominium, including, but not limited to the Department of City Planning and Department of Buildings, on behalf of all Unit Owners.
- (x) Establishing a reserve fund to be used only for capital expenditures.
- (y) Levying fines against the Unit Owners for violations of the Rules and Regulations established by it to govern the conduct of the Unit Owners as provided in Article VI Section 19 of these By-Laws, and such fines may be collected as if they were additional common charges owed by the Unit Owner against whom such fines were levied.
- (z) Establishing reasonable fees for the processing of sale, lease or lease renewal applications, applications for consent to alterations by Residential Unit Owners, Certificates of Termination of the Right of First Refusal and for other services agreed to by the Board of Managers, all of which fees shall be payable by the Residential Unit Owner to the managing agent.

Notwithstanding the foregoing, neither the Board of Managers nor the Unit Owners shall take any of the following actions unless so long as the Sponsor or its designee owns Units representing at least 25% of the common interest, but not longer than five (5) years from the first closing of title to a Residential Unit, the prior written consent of the Sponsor, or its designee, as the case may be, is obtained: (i) make any additions, alterations or improvements to the Common Elements or any Unit, except those required by law; (ii) assess Common Charges for the creation of, addition to or replacement of all or part of a reserve, contingency or surplus fund in excess of 5% of the estimated expenses for the projected year of operation; (iii) hire any employee in addition to any employee referred to in the Condominium budget in the Offering Plan establishing the Condominium; (iv) enter into any service or maintenance contract for work not required by law or contemplated by said budget; (v) borrow money on behalf of the

Condominium; or (vi) amend the Declaration or these By-Laws except as specifically permitted by such document.

Notwithstanding anything set forth above, the Board of Managers must undertake any of the aforesaid actions and the expenditure of any amounts reasonably necessary to comply with applicable laws and regulations, to remedy any notice of violation or to remedy any work order of any insurer.

Any action of the Condominium Board which exclusively benefits one or more Unit Owners shall be taken at the sole expense of said affected Unit Owners. The Board of Managers may not, without the written consent of a Unit Owner, take any action which materially and adversely affects such Unit Owner unless the By-laws specifically permit the taking of such action.

**Section 3. Managing Agent and Manager.** The Board of Managers may employ for the Condominium a managing agent and/or a manager at a compensation established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize, including but not limited to the duties listed in subdivisions (a), (c), (d), (k), (m), (q) and (r) of Section 2 of this Article II. The Board of Managers may delegate to the manager or managing agent, all of the powers granted to the Board of Managers by these By-Laws other than the powers set forth in subdivisions (b), (e), (f), (g), (h), (i), (j), (l), (n), (o), (p), (s), (t), (u), (v) and (w), (x), (y) and (z) of Section 2 of this Article II.

The compensation for the managing agent and/or manager will be at a competitive rate. Any agreement with a manager or managing agent shall be for a term not to exceed three (3) years. Any agreement with a manager or managing agent shall provide that the books and records of the Condominium shall be returned to the Board of Managers by the manager or managing agent upon demand.

**Section 4. First Board of Managers and Sponsor's Representation.** The first Board of Managers shall consist of three (3) persons designated by the Sponsor. Within sixty (60) days of closing of title to the first Residential Unit, one of these Members shall be replaced by a Member elected by a majority of the then Unit Owners other than the Sponsor. This three (3) person Board shall hold office and exercise all powers of the Board of Managers until the first annual meeting of Unit Owners. At the first annual meeting of Unit Owners, the Member elected by the Unit Owners shall resign and a new election shall be held. The first annual meeting of Unit Owners shall be held within thirty (30) days after the first anniversary of the conveyance of title to the first Residential Unit. If at the time of such meeting the Sponsor (or its designee) owns Units representing 51% or more of the common interests, the Sponsor (or such designee) may control the Board for a second year. Thereafter, the Sponsor must relinquish control, the Board of Managers shall resign and a new Board shall be elected by the Unit Owners.

Notwithstanding anything to the contrary contained herein, a special meeting of Unit Owners shall be held on fifteen (15) days notice, within thirty (30) days of either the second

anniversary of the date of the first closing of title to a Residential Unit or the sale of Units representing, in the aggregate, 51% or more of the common interest, whichever first occurs. At such meeting, all the Members of the Board of Managers shall resign and a new Board shall be elected by the Unit Owners.

After the Sponsor has turned over control of the Board to the Unit Owners, and assuming a 5 Member Board of Managers, so long as the Sponsor or its designee owns 11 or more Residential Units, the Sponsor or its designee shall be entitled to designate 2 of the Members of the Board of Managers. If the Sponsor or its designee owns fewer than 11 Residential Units but at least 1 Unit, the Sponsor or its designee shall be entitled to designate 1 of the Members of the Board of Managers. However, even after it has turned over control of the Board to the Unit Owners, the Sponsor may also cast the votes attributable to Units owned by it for Unit Owner Board Members of its choice. If at any time it is determined to increase or decrease the size of the Board, the representation of the Sponsor shall be changed proportionately. Any or all of the Members of the Board of Managers shall be subject to replacement in the event of resignation or death in the manner set forth in Section 6 of this Article.

**Section 5. Removal.** Subject to the provisions of Section 1 of this Article II, at any regular or special meeting of Unit Owners, any Member of the Board of Managers may be removed with cause by an affirmative vote of a majority of Unit Owners. A Member of the Board who has not been designated by the Sponsor or its designee or by the Commercial Unit Owner may also be removed without cause by affirmative vote of a majority of Unit Owners. Whether removal is with cause or without cause, a successor shall then or thereafter be elected to fill the vacancy, provided, however, that the vacancies of Members designated by the Sponsor or its designee or by the Commercial Unit Owner shall be filled only by the Sponsor or its designee or by such Commercial Unit Owner. Any Member of the Board of Managers whose removal with cause has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

**Section 6. Vacancies.** Vacancies in the Board of Managers caused by any reason other than as provided for in Article III Section I hereof or the removal of a Member thereof by a vote of the Unit Owners, shall be filled by a vote of a majority of the remaining Members at a special meeting of the Board of Managers held for that purpose promptly after the occurrence of any such vacancy, even though the Members present at such meeting may constitute less than a quorum. Each person so elected shall be a Member of the Board of Managers until a successor shall be elected at the next annual meeting of the Unit Owners. Notwithstanding the foregoing, vacancies of Managers designated by the Sponsor or its designee shall be filled only by the Sponsor or its designee.

**Section 7. Organization Meeting.** The first meeting of the Board of Managers following the annual meeting of the Unit Owners shall be held within ten (10) days thereafter, at such time and place as shall be fixed by a majority of the Members of the Board of Managers, and no notice shall be necessary to the newly elected Members of the Board of Managers in order legally to constitute such meeting, provided that a majority of the whole Board of Managers shall be present thereat.

**Section 8. Regular Meetings.** Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the Members of the Board of Managers, but at least four such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each Member of the Board of Managers, by personal delivery, mail, facsimile or overnight delivery service, at least three (3) business days prior to the day named for such meeting. Regular meetings are open meetings which may be attended by Unit Owners.

**Section 9. Special Meetings.** Special meetings of the Board of Managers may be called by the President or Secretary or written request of any Member of the Board of Managers on three (3) business days' notice to each Member of the Board of Managers, given by personal delivery, mail, facsimile or overnight delivery service, which notice shall state the time, place and purpose of the meeting. Special meetings are closed meetings which may not be attended by Unit Owners unless otherwise specifically provided.

**Section 10. Waiver of Notice.** Any Member of the Board of Managers may at any time waive notice of any meeting of the Board of Managers in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member of the Board of Managers at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. Any one or more Members of the Board of Managers or any committee thereof may participate in a meeting of the Board or committee by means of a conference telephone or similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting. If all the Members of the Board of Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**Section 11. Quorum of Board of Managers.** At all meetings of the Board of Managers, a majority of the Members thereof shall constitute a quorum for the transaction of business, and subject to the provisions of Section 2 of this Article II, the votes of a majority of the Members of the Board of Managers shall constitute the decision of the Board of Managers. If at any meeting of the Board of Managers there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice. Any action required or permitted to be taken by the Board of Managers may be taken without a meeting if all Members of the Board consent in writing to the adoption of a resolution authorizing such action, and the writing or writings are filed with the proceedings of the Board.

**Section 12. Fidelity Bonds.** The Board of Managers shall obtain adequate fidelity bonds for all officers and employees of the Condominium and of the managing agent handling or responsible for Condominium funds. The premiums on such bonds shall constitute a common expense.

**Section 13. Compensation.** No member of the Board of Managers shall receive any compensation from the Condominium for acting as such.

**Section 14. Liability of the Board of Managers.** No Member of the Board of Managers or officer of the Condominium shall have any personal liability to the Condominium or to any Unit Owner for damages for any breach of duty in his or her capacity as Member of the Board or officer, provided that this provision does not eliminate or limit the liability of a Member of the Board or officer if a judgment or other final adjudication adverse to him or her establishes (a) that his or her acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law, or (b) that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

The Condominium, through the Unit Owners, shall indemnify to the fullest extent permitted by law any person made, or threatened to be made, a party to an action or proceeding, whether civil or criminal, including an action by or in the right of the Condominium to procure a judgment in its favor or an action other than one by or in the right of the Condominium and including an action by or in the right of any corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, which any Member of the Board or officer of the Condominium served in any capacity at the request of the Condominium, by reason of the fact that he, his testator or intestate, was a Member of the Board or officer of the Condominium or served such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity; provided that no indemnification may be made to or on behalf of any Member of the Board or officer if a judgment establishes that his or her acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled.

The Unit Owners shall indemnify and hold harmless each of the Members of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or of these By-Laws. It is intended that the Members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium (except as Unit Owners). It is understood and permissible for the original Board of Managers, who may be members of or be employed by the Sponsor, to contract with the Sponsor and affiliated corporations and entities without incurring any liability for self-dealing, provided that (i) the connection is disclosed to, or known by, the Board or a majority of members thereof or noted in the minutes thereof and the Board shall authorize, approve or ratify such contract or transaction in good faith by a vote of a majority of the Board, excluding such Member, and (ii) the contract or transaction is commercially reasonable to the Condominium Board at the time that the same is authorized, approved, ratified, executed or otherwise consummated. It is also intended that the liability of any Unit Owner arising out of any contract made by the Board of Managers or out of the aforesaid indemnity in favor of the Members of the Board of Managers shall be limited to such proportion of the total liability thereunder as his or her interest in the Common Elements bears to the interests of all the Unit Owners in the Common Elements. Every agreement made by the Board of Managers or by



the managing agent or by the manager on behalf of the Condominium shall provide that the Members of the Board of Managers, or the managing agent, or the manager, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners).

Each Unit Owner's liability pursuant to this Section 14 shall be limited to such proportion of the total liability thereunder as his or her interest in the Common Elements bears to the interest of all Unit Owners in the Common Elements.

**Section 15. Committees.** The Board of Managers may, by resolution duly adopted, create such committees as it shall deem appropriate and such committees shall have such powers and authority as the Condominium Board of Managers shall vest therein. The members of any such committee, at least one of whom shall be designated by Sponsor or its designee so long as Sponsor or its designee has the right to designate a member of the Board of Managers, and at least one of whom shall be designated by non-Sponsor members, shall be appointed by the President of the Condominium.

### ARTICLE III

#### UNIT OWNERS

**Section 1. Annual Meetings.** Within thirty (30) days after the first anniversary of the first closing of title to a Residential Unit, or at such earlier time as the Sponsor deems in the best interests of the parties, the Sponsor shall call the first annual Unit Owners' meeting. At such meeting, the Board of Managers shall resign and a new Board shall be elected by the Unit Owners, or the Sponsor shall continue to control the Board, as hereinbefore provided in Article II, Section 4 of these By-Laws. Thereafter, annual meetings shall be held on or about the anniversary of such date each succeeding year. At such meetings there shall be elected by ballot of the Unit Owners a Board of Managers in accordance with the requirements of Article II of these By-Laws. The Unit Owners may also transact such other business of the Condominium as may properly come before them.

Prior to the actual meeting at which the Unit Owners elect the Board of Managers as herein provided, the Sponsor may call, at its discretion, meetings of the Unit Owners so that the Board of Managers designated by the Sponsor can report to the Unit Owners, or for such other purpose as the Board determines.

**Section 2. Place of Meetings.** Meetings of the Unit Owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the Unit Owners as may be designated by the Board of Managers.

**Section 3. Special Meetings.** It shall be the duty of the President to call a special meeting of the Unit Owners if so directed by resolution of the Board of Managers or upon a petition signed by Unit Owners representing a majority of the common interest, upon at least five (5) days notice. The notice of any special meeting shall state the time and place of such meeting.

and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

**Section 4. Notice of Meetings.** It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record at the Property or at such other address as such Unit Owner shall have designated by notice in writing to the Secretary, at least ten (10) but not more than forty (40) days prior to such meeting. If the purpose of any meeting shall be to act upon a proposed amendment to the Declaration or these By-Laws, the notice of meeting shall be mailed at least twenty (20) days prior to such meeting. The mailing of a notice in the manner provided in these By-Laws shall be considered notice served.

**Section 5. Adjournment of Meetings.** If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. Proxies remain in effect for any such adjourned meeting.

**Section 6. Order of Business.** The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board of Managers.
- (f) Reports of committees.
- (g) Election of inspectors of election (when so required).
- (h) Election of members of the Board of Managers (when so required).
- (i) Unfinished business.
- (j) New business.

**Section 7. Title to Units.** Title to Units may be taken in the name of an individual, in the names of two (2) or more persons, as tenants in common, joint tenants or tenants by the entirety, or in the name of a corporation or partnership or in the name of a fiduciary.

**Section 8. Voting.** The Owner or Owners of each Unit (including Sponsor and its designee(s)), or some person designated by such Owner or Owners to act as proxy on his; her or their behalf and who need not be an Owner, shall be entitled to cast one (1) vote for each .01% of interest in the Common Elements attributable to the Unit or Units owned by him or her in all matters put to a vote at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the Owner or Owners so designating. Any or all of such Owners may be present at

any meeting of the Unit Owners and (those constituting a group acting unanimously), may vote or take any other action as a Unit Owner either in person or by proxy. A fiduciary shall be the voting member with respect to any Unit in a fiduciary capacity. Any Unit or Units owned by the Board of Managers or its designee shall not be entitled to a vote.

**Section 9. Quorum.** Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

**Section 10. Majority of Unit Owners.** As used in these By-Laws, the term "majority of Unit Owners" shall mean those Unit Owners having greater than 50% of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum is present, determined in accordance with the provisions of Section 8 of this Article III.

**Section 11. Action by Unit Owners.** Subject to the provisions contained in the last two paragraphs of Article II Section 2 of these By-Laws regarding authorization by Sponsor or its designee for certain actions of the Board of Directors, the vote of a majority of Unit Owners shall be required to take any action at any meeting of Unit Owners, except where in the Declaration or these By-Laws or by law, a higher percentage vote is required. Notwithstanding the foregoing, any action which restricts the use of any Unit or any portion of the Common Elements, or materially and adversely affects any Unit Owner, must be authorized by the affected Unit Owner unless the By-laws specifically permit the taking of such action.

**Section 12. Action Without Meeting.** Any action required or permitted to be taken by the Unit Owners may be taken without a meeting if Unit Owners sufficient in number and in Common Interest to approve such an action at a duly constituted meeting of the Unit Owners pursuant to the Declaration or these By-laws consent in writing to the adoption of a resolution authorizing such action and writing is filed with the records of the Condominium.

## ARTICLE IV

### OFFICERS

**Section 1. Designation.** The principal officers of the Condominium shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President and Vice President, but no other officers, must be Members of the Board of Managers. Except for Members of the Board of Managers appointed by the Sponsor or its designee, all officers must be Unit Owners, or spouses of Unit Owners, or officers, directors or principals of Unit Owners which are not natural persons.

**Section 2. Election of Officers.** The officers of the Condominium shall be elected annually by vote of the Board of Managers at the organization meeting of each new Board of Managers and shall hold office at the pleasure of the Board of Managers.

**Section 3. Removal of Officers.** Upon the affirmative vote of the Members of the Board of Managers, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose, provided notice of the proposed removal was given to the officer and in the notice of the meeting. Any officer whose removal has been proposed shall be given an opportunity to be heard at the meeting.

**Section 4. President.** The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the Unit Owners and of the Board of Managers. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium. The President shall be an ex-officio member of all committees of the Board of Managers.

**Section 5. Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Managers shall appoint some other member of the Board of Managers to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Managers or by the President, and shall have such other powers and duties as are usually vested in the office of vice president of a stock corporation organized under the Business Corporation Law of the State of New York.

**Section 6. Secretary.** The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers; he shall have charge of such books and papers as the Board of Managers may direct; and he shall in general perform all the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

**Section 7. Treasurer.** The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping or supervising the keeping of full and accurate financial records and books of account showing all receipts and disbursements necessary for the preparation of all required financial data. He shall be responsible for the deposit of all funds and other securities in the name of the Board of Managers, or the managing agent, in such depositories as may from time to time be designated by the Board of Managers, and he shall, in general, perform all the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York. He shall disburse Condominium funds in the manner directed by the Board of Managers, making proper vouchers for all disbursements. He shall submit to the President and

Board of Managers, at regular meetings of the Board of Managers or whenever they may require it, an account of all of his transactions as Treasurer, as well as the financial condition of the Condominium.

**Section 8.** Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any one (1) officer of the Condominium or by such other person or persons as may be designated by the Board of Managers.

**Section 9.** Compensation of Officers. No officer shall receive any compensation from the Condominium for acting as such.

## ARTICLE V

### NOTICES

**Section 1. Notices.** All notices required or desired to be given hereunder (except of notices of regular annual or special meetings of the Unit Owners and except all meetings of the Condominium Board) shall be sent by registered or certified mail return receipt requested, postage prepaid, addressed: (i) if to the Board of Managers, in care of the managing agent, or if there be no managing agent, to the principal office of the Board of Managers or to such other address as the Board of Managers may hereafter designate from time to time; (ii) if to a Unit Owner, other than the Sponsor, to the Property address of such Unit Owner or to such other address as may have been designated by him from time to time, in writing, to the Board of Managers; (iii) if to the Sponsor, to GRACELINE COURT, LLC, at 2365 Boston Post Road, Larchmont, New York 10538. All notices to mortgagees of Units shall be sent by registered or certified mail (return receipt requested) to their respective addresses, as designated by them from time to time, in writing to the Board of Managers. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of change of address which shall be deemed to have been given when received.

**Section 2. Waiver of Service of Notice.** Whenever any notice is required to be given by Law or under the provisions of the Declaration, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

## ARTICLE VI

### OPERATION OF THE PROPERTY

**Section 1. Determination of Common Expenses and Fixing of Common Charges.** The Board of Managers shall from time to time, at least annually, prepare a budget for the Condominium, determine the amount of the common charges payable by the Unit Owners to meet the common expenses of the Condominium and allocate and assess such common charges and expenses among the Unit Owners according to their respective common interests or such

different method of allocation as is set forth in the "Budget for the First Year of Condominium Operation", Schedule B to the Offering Plan (the "Condominium Budget") or determined by the Board of Managers to reflect exclusive use or the availability or control of particular Common Elements or services provided by the Condominium. The common expenses shall include, without limitation, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Section 2 of this Article VI, and the fees and disbursements of the Insurance Trustee, if any. The common expenses may also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the Property, including, without limitation, electric costs for the common areas, water and sewer charges for service to the Residential Units and the Common Elements, gas costs for heating, hot water and cooking in the Residential Units and for heating common areas, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as the Board of Managers may deem necessary for customary or extraordinary legal expenses incurred with respect to the Condominium Property. With respect to the Commercial Unit, the Board of Managers is authorized to specifically allocate expenses or specific expense items and apportion common charges of the Commercial Unit resulting from changes in use or from changed circumstances. In addition, the common expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers or its designee, on behalf of all Unit Owners, of any Unit whose Owner has elected to sell or lease such Unit or of any Unit which is to be sold at foreclosure or other judicial sale. Until construction is completed and title thereto has been conveyed, the Board of Managers may reduce the amount of common charges allocated to the Units and payable by Unit Owners (including the Sponsor as owner of unsold Units). Any such reduction shall be in proportion to each Unit Owner's percentage of interest in the Common Elements.

The Board of Managers shall advise all Unit Owners promptly, in writing, of the amount of common charges payable by each of them as determined by the Board of Managers as aforesaid and shall furnish copies of such budget on which such common charges are based, to all Unit Owners. All costs and expenses which are allocable solely to the repair, maintenance and operation of a particular Unit or Units, as the case may be, shall be borne solely by the owner(s) of such Unit(s). Notwithstanding this section, the power of the Board is subject to the restrictions contained in Section 2 of Article II.

**Section 2. Insurance.** The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: (1) fire insurance with extended coverage normal for a condominium of this type, vandalism and malicious mischief endorsements insuring the Building, including each Unit and the equipment installed therein on the date of recordation of the Declaration or installed thereafter by the Sponsor, or replacements thereof, partitions, floors, and ceilings within the Units, together with all service and other machinery contained therein (but not including wall, ceiling or floor decorations or coverings or fixtures, appliances, furniture, furnishings or other personal property supplied or installed by Unit Owners or tenants of Unit Owners) covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as their respective interests may appear, in

an amount equal to the agreed upon replacement value of the Building or such other amount as shall be adequate to prevent the Condominium from becoming a co-insurer in the event of casualty loss (exclusive of the costs of excavation and foundations), without deduction for depreciation, as determined by the Board of Managers. Each of said policies shall contain a Condominium Property Endorsement and a New York standard mortgagee clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject however, to the loss payment provisions in favor of the Board of Managers or the Insurance Trustee, if any, as herein provided; (2) boiler and machinery insurance; (3) a fidelity bond or bonds in sufficient amounts to fully protect the interest of the Condominium, to be carried on each member of the Board of Managers, officers of the Condominium, managing agent and managers, and any other employees who handle or are responsible for funds of the Condominium; (4) Officers and Directors liability insurance covering officers and members of the Board of Managers; (5) comprehensive general liability insurance covering each Member and officer of the Board of Managers, the managing agent, each Unit Owner, in such limits as the Board of Managers may deem proper, covering all claims for bodily injury or property damage arising out of an occurrence in the Common Elements or in the Easement Area as required by the Easement Agreement referred to in Article II Section 2(u) of these By-Laws and covering cross liability claims of one insured against another (but not covering the liability of a Unit Owner arising from occurrences within his own Unit); (6) workers' compensation insurance; and (7) such other insurance as the Board of Managers may determine. The premiums for such insurance shall be a common expense.

All such policies shall provide that adjustments shall be made by the Board of Managers and that the net proceeds thereof, if \$50,000.00 or less, shall be payable to the Board of Managers and if more than \$50,000.00 shall be payable to the Insurance Trustee, if any, to be applied for the purpose of repairing, restoring or rebuilding the Building unless otherwise determined by the Unit Owners.

During such time as the Construction Loan Mortgage remains of record, Bank of America, N.A. will be the Insurance Trustee. Subject to the terms of the Construction Loan Agreement, it shall use insurance proceeds for the purpose of repairing, restoring or rebuilding the Building whenever the Unit Owners elect to do so as provided in these By-Laws.

All policies of physical damage insurance shall contain waivers (a) of subrogation, (b) of any defense based on co-insurance, (c) of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners, and (d) of invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees of Units. The standard mortgagee loss payable clause shall be attached to all policies. Duplicate originals or certificates of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units who have requested same in writing, at least ten (10) days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Managers may obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the Building (exclusive of the cost of excavation

and foundations) including all of the Units and all of the Common Elements therein, without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this Section 2.

Unit Owners are advised to carry other insurance for their own benefit, provided that all such policies shall contain waivers of subrogation against the Condominium and the Board of Managers and further provide that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. Such policies shall be so endorsed as to state that they will in no way conflict with any insurance carried by the Board of Managers.

**Section 3. Repair or Reconstruction After Fire or Other Casualty.** Subject to the terms of the Construction Loan Agreement by and between Bank of America, N.A. ("Lender") and the Sponsor, in the event of damage to or destruction of the Building as a result of fire or other casualty, unless 75% or more of the Building is destroyed or substantially damaged and 75% or more in number and in common interest of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration, the insurance proceeds from any casualty remaining after payment of all expenses, including attorneys' fees, incurred in the collection of such proceeds (the "Net Proceeds") may be utilized for the repair and restoration of the Building (including any damaged Units, and any kitchen or bathroom fixtures, but not including any wall, ceiling or floor decorations or coverings or other furniture, furnishings, fixtures or other personal property or equipment installed in the Units by the Unit Owners or a tenant of a Unit Owner) only if no default shall exist under the Construction Loan Agreement and only if in the reasonable judgment of Lender (i) there has been no material adverse change in the financial viability of the construction or operation of the Building, (ii) the Net Proceeds, together with other funds deposited with Lender for that purpose, are sufficient to pay the cost of the repair or restoration pursuant to a budget and plans and specifications approved by Lender, and (iii) the restoration can be completed prior to the final maturity of the loan held by the Lender. The Net Proceeds must be deposited in an interest bearing account with Lender. Disbursements of funds from the account shall be made by the Lender, as Insurance Trustee, in a manner consistent with, and subject to, the terms of the Construction Loan Agreement regarding the disbursement of loan proceeds. Any cost of such repair and restoration in excess of the Net Proceeds shall constitute a common expense and the Board of Managers shall assess all the Unit Owners for such deficit as part of the Common Charges.

In the event of a repair or restoration pursuant to the first paragraph of this Section 3 and in the event that the net proceeds of insurance received by or payable to the Board of Managers shall exceed the cost of such repair or restoration, then the excess of such insurance proceeds shall be paid by the Board of Managers to the Unit Owners in proportion to their respective interests in the Common Elements after first paying out of the share due each Unit Owner such amounts as may be required to reduce unpaid liens on any Unit in the order of priority of such liens.

If 75% or more of the Building is destroyed or substantially damaged and 75% or more in number and in common interest of the Unit Owners do not duly and promptly resolve to proceed



with repair or restoration, the Property will not be repaired and shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies shall be divided by the Board of Managers among the Unit Owners in proportion to their respective common interests, after first paying out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

Whenever in this Section the words "promptly repair" are used it shall mean repairs are to begin not more than sixty (60) days from the date the Insurance Trustee notifies the Board of Managers and the Unit Owner or Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated costs of such work, or not more than ninety (90) days from the date the Insurance Trustee notifies the Board of Managers and Unit Owner or Owners that such proceeds of insurance are insufficient to pay said estimated costs of such work or, in the event the proceeds of insurance are payable to the Board of Managers, not more than sixty (60) days from the date of receipt by the Board of Managers of proceeds of insurance on account of such damage or destruction, whether or not sufficient to pay the estimated costs of such work. Whenever the words "promptly resolve" are used it shall also mean not more than sixty (60) days from the date the Board of Managers notifies the Unit Owners that it holds proceeds of insurance on account of such damage or destruction and that such proceeds are or are not sufficient to pay the estimated costs of the work (as the case may be).

**Section 4. Payment of Common Charges.** Each Unit Owner shall be obligated to pay the common charges assessed by the Board of Managers pursuant to the provisions of Section 1 of this Article VI at such time or times as the Board of Managers shall determine. The Board of Managers may also impose a reasonable late charge for late payment of common charges, which shall be added to the Unit Owner's common charges due on the first day of the following month, and which shall be a lien upon the Unit Owner's Unit if not paid. Assessments for common charges are the personal obligation of the person owning the Unit at the time the assessment becomes due.

No Unit Owner shall be liable for the payment of any part of the common charges assessed against its Unit subsequent to a sale, transfer or other conveyance (made in accordance with the provisions of Section 1 of Article VIII of these By-laws) of such Unit, together with the "Appurtenant Interests", as defined in Section 1 of Article VIII hereof. A purchaser of a Unit shall be liable for the payment of common charges assessed and unpaid against such Unit prior to the acquisition of such Unit, except that, to the extent permitted by law, a mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit shall not be liable for, and such Unit shall not be subject to a lien for, the payment of common charges assessed prior to the foreclosure sale. In the event of a foreclosure sale of a Unit by a mortgagee, the owner of such Unit prior to the foreclosure sale shall remain liable for the payment of all unpaid common charges accrued prior to such sale.

In addition, any Unit Owner may, subject to the terms and conditions specified in these By-Laws, provided that its Unit is free and clear of liens and encumbrances other than a

permissible mortgage and the statutory lien for unpaid common charges, convey his or her Unit, together with the Appurtenant Interests, to the Condominium Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners, and in such event be exempt from common charges thereafter accruing.

**Section 5. Assessment Roll and Collection of Assessments.** The Board of Managers shall assess common charges against the Unit Owners from time to time and at least annually. An assessment roll relating to common charges and other assessments shall be maintained in a set of accounting books duly approved by a certified public accountant in which there shall be an account for each Unit.

The Board of Managers shall take prompt action to collect any common charge due from any Unit Owner which remains unpaid for more than thirty (30) days after the due date for payment thereof.

**Section 6. Default in Payment of Common Charges.** In the event any Unit Owner shall fail to make prompt payment of its common charges or any assessment as determined by the Board of Managers, such Unit Owner shall be obligated to pay interest at the highest legal rate on such unpaid common charges computed from the due date thereof, in addition to any late charge which may have been imposed pursuant to Section 4 of this Article VI, together with all expenses, including attorneys' fees, paid or incurred by the Board of Managers or the Managing Agent in any proceeding brought to collect such unpaid common charges or assessments or in an action to foreclose the lien on such Unit arising from said unpaid common charges or assessments. The Board of Managers shall have the right and obligation to attempt to recover such common charges or assessments, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such Unit Owner, or by foreclosure of the lien on such Unit granted by Section 339-z of the Real Property Law of the State of New York, in the manner provided in Section 339-aa thereof. While the Sponsor or its designee is in control of the Board of Managers, it will cause the Board to file a lien as provided for in Section 339-aa of the Real Property Law against Units with respect to which the Sponsor or such designee is in arrears of common charges by more than thirty (30) days.

A lien for non-payment of common charges granted pursuant to Section 339-z has priority over all other liens except (i) liens for taxes on the Unit in favor of any assessing unit, school district, special district, county or other taxing unit, and (ii) all sums unpaid on a first mortgage of record or on a subordinate mortgage of record held by the New York Job Development Authority.

**Section 7. Foreclosure of Liens for Unpaid Common Charges.** In any action brought by the Board of Managers to foreclose a lien on a Unit because of unpaid common charges, the Unit Owner shall be required to pay a reasonable rental for the use of its Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, cast the votes

appurtenant to (other than for the election of Members to the Board of Managers), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

In the event the net proceeds received on such foreclosure (after deduction of all legal fees, advertising costs, brokerage commissions and other costs and expenses incurred in connection therewith) shall be insufficient to satisfy the defaulting Unit Owner's obligation to the Condominium, then such Unit Owner shall remain liable for the deficit.

**Section 8. Statement of Common Charges.** The Board of Managers (or managing agent on its behalf) shall promptly provide any Unit Owner so requesting the same in writing, with a written statement of all unpaid common charges due from such Unit Owner.

**Section 9. Maintenance and Repairs.**

(a) All maintenance, repairs and replacements in and to a Unit, ordinary or extraordinary, to kitchen appliances, individual washers and dryers and to electrical and plumbing installations and fixtures within a Unit or belonging to the Unit Owner shall be at the Unit Owner's expense, except as otherwise specifically provided herein. The Board of Managers is responsible for electrical and plumbing pipes, wires and lines to the extent they are located in Common Elements and serve one or more Units.

Each Unit Owner shall perform promptly all maintenance and repair work to his own Unit, which if omitted would affect the Condominium in its entirety or in a part belonging to other Unit Owners (including the Sponsor or its designee), such Unit Owner being expressly responsible for any damages and liabilities which may result from his failure to do so. Each Unit Owner shall, at his sole expense, maintain the interior of the Unit, its furniture, furnishings, appliances, and appurtenances in good order and condition, and shall do all redecorating and other work which may at any time be necessary to maintain the good condition of the Unit.

(b) All maintenance, repairs and replacements to the Common Elements as defined in the Declaration, including but not limited to exterior walls, stairs, sidewalks adjacent to the Building's entrances (including removal of snow and ice therefrom), roof and roof members, Unit entrance doors and windows and packaged terminal air conditioning ("PTAC") units providing individually controlled heat and air conditioning within the Unit, as well as all maintenance, repairs and replacements of any pipes, wires, conduits and public utility lines, any portion of which is located in one Unit and serves another Unit or more than one Unit or so much of any pipes, wires, conduits and public utility lines as are located in the Common Elements but serve one or more Units, shall be made by the Board of Managers and be charged to all the Unit Owners as a common expense, except to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit Owner or his invitees, licensees or agents, in which case such expense shall be charged to such Unit Owner. The Board of Managers will oversee an annual preventive maintenance program for the filters in the PTAC units.

Notwithstanding this subdivision (b), Limited Common Elements shall be maintained by the Owners of the Units to which they are appurtenant. For individual roof terraces with direct access from Units 7A, 7B and duplex Units 13A and 13B and 15A and 15B, the maintenance responsibility of the Unit Owner is limited to the concrete paving stones over the roofing material. For individual balconies with direct access from Units 8A, 8B, 9A, 9C, 10A, 10C, 11A, 11C, 12A and 12C, the maintenance responsibility of the Unit Owner is limited to any covering over the precast concrete. The painting and decorating of the exterior side of Unit entrance doors and windows shall be made by the Board of Managers and charged to all the Unit Owners as a common expense.

(c) Pursuant to the Easement Agreement made by and between the Sponsor, Masjid Malcolm Shabazz, Inc. and 113 Lenox Avenue LLC and recorded as CRFN 2006000246076, the Board of Managers of the Condominium will be responsible for all maintenance and repairs required in that portion of the Easement Area (as defined in said Easement Agreement) being used as a roof terrace, at the roof over the fourth floor of the adjacent Mosque premises. The Board of Managers shall also be responsible to pay for repairs to the balance of the Easement Area and to the Column Easement Area (as defined in said Easement Agreement) resulting from the gross negligence and/or willful misconduct of any agents, employees, licensees or invitees of the Condominium or of the Unit Owners.

**Section 10. Restrictions on Use of Units.** In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

(a) The Residential Units may be used only as a residence with not more than four (4) adults or one (1) 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 or anything else contained in the Plan, the Sponsor or its designees may, without the permission of the Board of Managers or anyone else, retain ownership of one or more Residential Units for use as models, or sales, or business or administration offices and may place signage of any size and in any location on the Property, in its sole discretion, in connection with the sale or rentals of Units in the Condominium.

(b) The Commercial Unit may be used for any lawful purpose at the sole discretion of the Owner or Owners thereof, without the requirement of consent of the Board of Managers or anyone else, provided that such use is consistent with applicable governmental regulations, the Declaration and these By-Laws. 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.

(c) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

(d) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or occupants or which interferes with the peaceful possession or proper use of the Property by its residents or occupants.

(e) No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. 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.

(f) No portion of a Residential Unit (other than the entire Unit) may be rented, and no transient tenants may be accommodated therein.

(g) 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.

#### Section 11. Additions, Alterations or Improvements by Board of Managers.

(a) All alterations, additions or improvements in or to any Common Elements shall be made either by the Board of Managers or Unit Owner required to maintain such Common Element and the cost and expense thereof shall be charged either to all Unit Owners as a common expense or to the Unit Owner responsible therefor, as the case may be. Whenever in the judgment of the Board of Managers the Common Elements shall require additions, alterations or improvements costing in excess of \$50,000.00 in the aggregate in any calendar year, and the making of such additions, alterations or improvements shall have been approved by a majority of the Unit Owners present and voting at a meeting at which a quorum is present (including Sponsor as owner of Unsold Units), the Board of Managers shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a common charge. Any additions, alterations or improvements costing in the aggregate \$50,000.00 or less in any calendar year may be made by the Board of Managers without approval of the Unit Owners, and the cost thereof shall constitute part of the common expenses.

Notwithstanding the foregoing, for so long as the Sponsor or its designee shall own Units representing at least 25% of the common interest, but not more than five (5) years from the date of the first closing of title to a Residential Unit, no additions, alterations or improvements shall be made to the Common Elements, regardless of the cost thereof, unless the consent of Sponsor or its designee is first obtained pursuant to Article II Section 2 of these By-Laws, unless such action is required by law.

(b) Since the Condominium is one of three (3) buildings on a single zoning lot after the zoning lot merger reflected in the Zoning Lot and Development Agreement recorded as CRFN 2006000246089, any additions, alterations or improvements to the Condominium must comply with zoning requirements taking into account the three (3) buildings on the new combined zoning lot in their aggregate.

**Section 12. Additions, Alterations or Improvements by Unit Owners.** No Residential Unit Owner shall make any structural addition, alteration or improvement in or to his or her Unit or any Limited Common Element appurtenant thereto, without the prior written approval of the Board of Managers. The Board of Managers is required to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit within thirty (30) days after receipt of a complete set of documents and information as to the proposed addition, alteration or improvement, and independent architectural review, if necessary, and failure to do so within the stipulated time shall constitute a denial by the Board of Managers to the proposed addition, alteration or improvement. The Unit Owner can make any non-structural alterations or improvements to the Unit he desires without obtaining the consent of the Board of Managers, so long as the alterations or improvements do not affect the Building or any Common Element, jeopardize the soundness or safety of the Property, reduce the value thereof or impair any easement therein.

The Commercial Unit Owner shall have the right to make any structural addition, alteration or improvement in or to the Unit or any Limited Common Element appurtenant thereto without the requirement of consent of the Board of Managers or any other Unit Owner, provided that such addition, alteration or improvement does not affect the portion of the Building utilized by any other Unit Owner, and further provided that such Unit Owner shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction.

No Unit Owner shall make any structural addition, alteration or improvement in or to a Unit or Limited Common Element, and no Residential Unit Owner shall make any non-structural addition, alteration or improvement, without first (1) obtaining and maintaining during the course of such work such insurance as the Board of Managers may reasonably prescribe, and (2) executing and delivering to the Board of Managers an agreement, in form and substance reasonably satisfactory to the Board, setting forth the reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done, and (3) executing and delivering to the Board of Managers an agreement indemnifying and holding harmless the Board, its members and officers, and all Unit Owners from and against any liability, cost or expense arising out of or connected to such work. The Commercial Unit Owner will also deliver the indemnification

agreement referred to in (3) above with respect to non-structural additions, alterations and improvements. In the event the Board of Managers chooses to have the proposed addition, alteration or improvement reviewed by an independent architect or engineer, the Unit Owner shall pay the charges of such architect or engineer. The Unit Owner shall also bear the cost of any increased taxes or insurance premiums resulting from his or her alterations, additions or improvements. Residential Unit Owners shall be responsible for paying to the managing agent a reasonable fee, as established by the Board of Managers, for the processing of applications for consent to alterations.

Any application to any department of the City of New York or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit or Limited Common Element will be executed by the Board of Managers without, however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. All responsibility with respect to any such addition, alteration or improvement shall remain with the Unit Owner until conveyance of the Unit, at which time such responsibility shall pass to and be assumed by the transferee and the successors and assigns of such transferee.

The provisions of this Section 12 with respect to Residential Units shall not apply to Residential Units owned by the Sponsor or its designee until such Units shall have been initially sold and conveyed; structural as well as non-structural additions, alterations or improvements may be made in and to any such Residential Units without the consent of the Board of Managers or any other Unit Owners.

**Section 13. Use of Common Elements.** No furniture, packages or objects of any kind shall be placed on the grounds, walks, common entrances, common terrace, lobbies, public halls, service corridors or other public areas, or any other part of the Common Elements, other than areas which may be designated as storage areas. The lobbies, public halls, common terrace, service corridors and other public areas shall be used only for the purposes established by the Board of Managers from time to time. The provisions of this Section 13 shall not apply to the Sponsor or its designee until such time as all Units have been initially sold and conveyed by the Sponsor or its designee. However, the Sponsor or its designee shall not use the Common Elements in such a manner as will unreasonably interfere with the use of the other Units for their permitted purposes.

**Section 14. Right of Access.** Each Unit Owner shall grant a right of access to his or her Unit to the Board of Managers, the manager and/or the managing agent and/or any other person authorized by the Board of Managers, for the purpose of making inspections to determine if there exist conditions threatening another Unit or a Common Element, or violations of the By-Laws or Rules and Regulations of the Condominium or any State or Municipal ordinances, or for the purpose of correcting any conditions originating in the Unit and threatening another Unit or a Common Element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other Common Elements in his or her Unit or elsewhere in the Building, or to correct any condition which violates the provisions of any mortgage covering

another Unit, provided that requests for such entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner, and further provided that such right shall be exercised in such manner as will not unreasonably interfere with the normal conduct of business by a Professional Unit Owner or with the use of the Residential Unit(s). In case of an emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 14, any costs for repairs shall be borne in accordance with the provisions of Section 9 of this Article VI.

**Section 15. Rules and Regulations.** Rules and regulations concerning the use of the Units and the Common Elements may be promulgated and amended by the Board of Managers. Copies of such rules and regulations shall be furnished by the Board of Managers to each Unit Owner prior to time when the same shall become effective. Initial rules and regulations, which shall be effective until amended by the Board of Managers, are annexed hereto and made a part hereof as Schedule A.

**Section 16. Electricity.**

(a) Electricity for lighting, electric dryers and all other appliances and the packaged terminal air conditioning units and any supplemental electric heating elements located therein and serving individual Residential Units shall be supplied by the public utility company and individually metered to the Residential Units. Electricity charges for lighting and air conditioning in the Common Elements, including the elevator, shall be billed to the Board of Managers, and the cost shall be included in the common charges. The Commercial Unit is separately metered for electricity by the public utility company.

**Section 17. Gas Heat and Hot Water.**

(a) The Board of Managers shall pay the cost of providing gas heat to the Residential Units and Common Elements and hot water for the Residential Units, by inclusion of the cost in the common charges. Heat and hot water for the Commercial Unit is by separately metered gas which is the responsibility of the Owner of said Unit.

(b) Gas for cooking in Residential Units shall be billed to the Board of Managers, and the cost shall be included in the common charges.

**Section 18. Water Charges and Sewer Rents.** The Condominium Board shall pay, as common expenses, all water charges for the Units and the Common Elements and facilities, together with all related sewer rents arising therefrom promptly after the bills for the same shall have been rendered. The Commercial Unit Owner will then pay the water charges submetered to the Commercial Unit by reimbursement to the Condominium based on usage.

**Section 19. Abatement and Enforcement of Violations by Unit Owners.**

(a) The violation of any rule or regulation adopted by the Board of Managers, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall



give the Board of Managers the right, in addition to any other rights set forth in these By-Laws:

(i) upon reasonable notice to the Unit Owner to enter the Unit in which, or as to which, such violation or breach exists, and to summarily abate and remove at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provision hereof (provided, however, that judicial proceedings must be instituted before any item of construction can be altered or diminished, and provided further that no prior notice shall be required in the event that the Board of Managers shall determine that action is immediately necessary for the preservation or safety of the Property or for the safety of the residents of the Condominium or other persons or required to avoid the suspension of any necessary service to the Condominium), and/or (ii) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, and/or (iii) to impose against such Unit Owner a one-time fine of two hundred fifty (\$250.00) dollars for any such violation.

(b) The violation or breach of any of the provision of these By-Laws, the Rules and Regulations, or the Declaration with respect to any rights, easements, privileges or licenses granted to the Sponsor or its designee shall give to the Sponsor or its designee, as the case may be, the right, in addition to any other rights set forth in these By-Laws or the Declaration, to enjoin, abate or remedy by appropriate legal proceedings, either in law or in equity, the continuance of any such violation or breach.

(c) The violation or breach of any of the provisions of these By-Laws, the Rules and Regulations or the Declaration with respect to any rights, easements, privileges or licenses granted to any Unit Owner shall give to the aggrieved Unit Owner a right of action for damages or the right to enjoin, abate or remedy by appropriate legal proceedings, either in law or in equity, the continuance of any such violation or breach.

(d) The expenses of any proceeding brought under this Section 19 and all other costs and expenses, including reasonable attorneys' fees, incurred hereunder by the Board, the Sponsor or a Unit Owner, as the case may be, together with interest thereon at the highest legal rate from the date of expenditure, shall immediately be payable by the defaulting Unit Owner to (i) the Board in the event set forth in (a) above, (ii) the Sponsor in the event set forth in (b) above and (iii) the aggrieved Unit Owner in the event set forth in (c) above. All sums payable under this Section 19 shall constitute common charges payable by the Unit Owner.

(e) Unit Owners shall have similar rights of action against the Board of Managers for failure to comply with the terms of the Condominium Documents, subject to the limitations on liability of Board Members contained in these By-Laws.

**Section 20. No Right of Partition.** As provided in Section 339-i(3) of the Real Property Law, the Common Elements shall remain undivided and no right shall exist to partition or divide any thereof, except as otherwise specifically provided therein (and described in this Article VI or in Article IX), as in the event of condemnation, destruction of more than 75% of the Building or termination of the Condominium.

## ARTICLE VII

### MORTGAGES

**Section 1. Notice to Board of Managers.** A Unit Owner who mortgages his or her Unit shall notify the Board of Managers of the name and address of his or her mortgagee and shall file a conformed copy of the note and mortgage with the Board of Managers. A conformed copy of the Satisfaction of any such mortgage shall also be filed with the Board of Managers. The Board of Managers shall maintain such information in a book entitled "Mortgages of Units."

**Section 2. Notice of Unpaid Common Charges.** The Board of Managers, when so requested in writing by a mortgagee of a Unit, shall promptly notify any mortgagee of a Unit of such Unit Owner's non-payment of common charges, or other default in the obligations of such Unit Owner under the Declaration, By-Laws, Rules and Regulations, as the same are amended from time to time, or in any order of the Board of Managers issued with respect thereto.

**Section 3. Notice of Default.** The Board of Managers, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has previously been furnished to the Board of Managers.

**Section 4. Examination of Books.** Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days, on three (3) days prior written notice, but not more often than once a month.

## ARTICLE VIII

### SALES, LEASES AND MORTGAGES OF UNITS

**Section 1. Sales and Leases.** No Residential Unit Owner, other than the Sponsor or its designee, may sell or lease a Residential Unit or any interest therein except by complying with the following provisions:

Any Residential Unit Owner who receives a bona fide offer for (a) the sale of his or her Residential Unit together with: (i) the undivided interest in the Common Elements appurtenant thereto; (ii) the interest of such Unit Owner in any Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Unit Owner in any other assets of the Condominium, (hereinafter collectively called the "Appurtenant Interests"), or (b) a lease of his or her Residential Unit, (hereinafter called an "Outside Offer"), which he or she intends to accept, shall give notice by certified or registered mail to the Board of Managers of such offer and of such intention, the name and address of the proposed purchaser or lessee, the terms of the proposed transaction and such other information as the Board of Managers may reasonably require, and shall offer to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, to the

Board of Managers, or its designee, corporate or otherwise, on behalf of the owners of all other Units, on the same terms and conditions as contained in such Outside Offer. The giving of such notice shall constitute a warranty and representation by the Unit Owner who has received such offer, to the Board of Managers on behalf of the other Unit Owners, that such Unit Owner believes the Outside Offer to be bona fide in all respects. The Residential Unit Owner shall be responsible for paying to the managing agent a reasonable fee, as established by the Board of Managers, for processing a sale or lease application.

Upon receipt of the notice from the Unit Owner, the Board will initially request an application and accompanying information from the proposed purchaser or lessee. Within ten (10) days after receipt of a completed information package, the Board may request further information. Within ten (10) days after the receipt of additional information requested, if any, or, within twenty (20) days after the date of receipt of the initial completed application and information package, the Board of Managers may elect, by notice to such Unit Owner, by certified or registered mail, to purchase such Residential Unit, together with the Appurtenant Interests, or to lease such Residential Unit, as the case may be (or to cause the same to be purchased or leased by its designee, corporate or otherwise), on behalf of all other Unit Owners, on the same terms and conditions as contained in the Outside Offer and as stated in the notice from the offering Unit Owner. In the event the Board of Managers shall elect to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, or to cause the same to be purchased or leased by its designee, corporate or otherwise, title shall close or lease shall be executed at the office of the attorneys for the Condominium, in accordance with the terms of such offer, within forty-five (45) days after the giving of notice by the Board of Managers of its election to accept such offer. If the selling Unit Owner's existing mortgage is not satisfied, the Board of Managers may purchase the Unit and assume or take subject to said existing mortgage, if possible. At the closing, the Unit Owner, if such Unit, together with the Appurtenant Interests, is to be sold, shall convey the same to the Board of Managers, or to its designee, on behalf of all other Unit Owners, by deed in the form required by Section 339-o of the Real Property Law of the State of New York, with all transfer stamps affixed, and shall pay all other taxes arising out of such sale. In the event such Unit is to be leased, the offering Unit Owner shall execute and deliver to the Board of Managers, or to its designee, a lease between the offering Unit Owner, as landlord, and the Board of Managers, or its designee, as tenant, covering such Unit, for the rental and term contained in such Outside Offer.

In the event the Board of Managers or its designee shall (i) waive the right of first refusal, or (ii) fail to accept such offer within ten (10) days after the interview or receipt of additional information requested, whichever is later, or (iii) fail to take any action within twenty (20) days after receipt of the initial completed application and information package, the offering Unit Owner shall be free to contract to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, within sixty (60) days after the expiration of the period in which the Board of Managers or its designee might have accepted such offer, to the Outside Offeror, on the terms and conditions set forth in the notice from the offering Unit Owner to the Board of Managers of such Outside Offer. Any such deed to an Outside Offeror shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as the same may be amended from

time to time. Any such lease shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Managers, that the tenant shall not sublet the demised premises, or any part thereof, without the prior consent in writing of the Board of Managers, which consent shall not be unreasonably withheld, and that the Board of Managers shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease. Except as hereinbefore set forth, the form of any such lease shall be the then current form of lease recommended by the Real Estate Board of New York, Inc., with such modifications as shall be approved in writing or required by the Board of Managers. In the event the offering Unit Owner shall not, within such sixty (60) day period, contract to sell such Unit together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the Outside Offeror on the terms and conditions contained in the Outside Offer, or if the Unit Owner shall so contract to sell or lease his Unit within such sixty (60) day period, but such sale or lease shall not be consummated pursuant to the terms of such contract, then should such offering Unit Owner thereafter elect to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the same or another Outside Offeror on the same or other terms and conditions, the offering Unit Owner shall be required to again comply with all of the terms and provisions of this Section 1 of this Article VIII.

The time limits contained in the above two paragraphs with respect to Board action may be extended in the sole discretion of the Board of Managers.

Any purported sale or lease of a Residential Unit in violation of this section shall be voidable at the election of the Board of Managers. The restrictions of Section 1 of this Article VIII shall not apply to the Commercial Unit, or to Residential Units owned by the Sponsor or its designee. The Commercial Unit Owner, and the Sponsor or its designee with respect to its Residential Units, shall have the right to freely sell such Units or to freely lease all or any of them without having to first offer the same for sale or lease to the Board of Managers.

**Section 2. Consent of Unit Owners to Purchase or Lease of Units by Board of Managers.** The Board of Managers shall not exercise any option hereinabove set forth to purchase or lease any Residential Unit without the prior approval of a majority of the Unit Owners.

**Section 3. No Severance of Ownership.** No Unit Owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interest or interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

**Section 4. Release by Board of Managers of Right of First Refusal.** The right of first refusal contained in Section 1 of this Article VIII may be released or waived by the Board of Managers, in which event the Residential Unit, together with the Appurtenant Interests, may be sold, conveyed, or leased, free and clear of the provisions of such section.

**Section 5. Certificate of Termination of Right of First Refusal.** A certificate, executed and acknowledged by the Secretary of the Condominium, stating that the provisions of Section 1 of this Article VIII have been met by a Unit Owner, or have been duly waived by the Board of Managers, and the rights of the Board of Managers thereunder have terminated, shall be conclusive upon the Board of Managers and the Unit Owners in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Unit Owner who has in fact complied with the provisions of Section 1 of this Article VIII or in respect to whom the provisions of such section have been waived, upon request, at a reasonable fee payable to the managing agent which is currently One Hundred (\$100.00) Dollars.

**Section 6. Financing of Purchase of Units by Board of Managers.** Acquisition of Units by the Board of Managers, or its designee, on behalf of all Unit Owners, may be made from the working capital and common charges in the hands of the Board of Managers, or if such funds are insufficient, the Board of Managers may levy an assessment against each Unit Owner in proportion to his or her interest in the Common Elements, as a common charge, which assessment shall be enforceable in the same manner as provided in Section 6 and 7 of Article VI, and/or the Board of Managers, in its discretion, may borrow money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired by the Board of Managers.

**Section 7. Exceptions.** The provisions of Section 1 of this Article VIII shall not apply with respect to any lease, sale or conveyance of any Residential Unit together with the Appurtenant Interests, by (a) the Unit Owner thereof to his spouse or to any of his children or to his parent or parents or to his brothers or sisters, or any one or more of them, (b) the Sponsor or its designee, (c) the Board of Managers, (d) a party conveying a Unit in connection with the foreclosure of a mortgage or other lien covering the Unit or delivering a deed in lieu of foreclosure, or (e) a mortgagee authorized herein who shall acquire title to such Unit by foreclosure of a mortgage or by a deed in lieu of such foreclosure; provided, however, that any purchaser of such Unit from such mortgagee shall be bound by, and his Unit subject to, the provisions of this Article.

**Section 8. Gifts and Devises, etc.** Any Unit Owner shall be free to convey or transfer his Unit by gift or to devise his Unit by will, or to pass the same by intestacy, without restriction, provided, however, that each succeeding Unit Owner shall be bound by, and his Unit shall be subject to the provisions of this Article.

Section 9. Waiver of Right of Partition with Respect to such Units as Are Acquired by the Board of Managers or Its Designee, on Behalf of All Unit Owners as Tenants in Common. In the event that any Unit shall be acquired by the Board of Managers, or its designee, on behalf of all Unit Owners as tenants in common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

Section 10. Transfer Fees and Other Charges Imposed on Sale or Lease of Residential Units. The Board of Managers shall have authority to fix by resolution the amount of, and to collect before the conveyance of any Residential Unit, a transfer fee or flip tax in connection with such proposed transfer.

The Board of Managers shall also have the right and authority to fix by resolution and collect an application fee payable to the managing agent in connection with any proposed sale or lease of a Residential Unit, and any fee due an attorney retained by the Board with respect to any such sale or lease.

No such transfer fee, flip tax or other fee shall be applicable to sales by the Sponsor or its designee, to sales of the Commercial Unit, or to gifts and devises as described in Section 8 of this Article VIII.

Section 11. Payment of Assessments. No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Board of Managers all unpaid common charges theretofore assessed by the Board of Managers against his Unit and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

Section 12. Mortgaging of Units. Subject to the preceding Section 11, each Unit Owner shall have the right to mortgage his Unit without restriction, provided that any such mortgage shall be substantially in the form of the New York statutory form of mortgage, except for such changes or additions as may be required in order to permit a particular bank, trust company, insurance company, savings and loan association or other institutional or non-institutional lender to make the mortgage loan.

## ARTICLE IX

### CONDEMNATION

Section 1. Condemnation. In the event of a taking in condemnation or by eminent domain of part or all of the Common Elements, the award for such taking shall be payable to the Board of Managers if the award does not exceed \$50,000.00, and shall be payable to the Insurance Trustee if it exceeds \$50,000.00. If 75% or more in number and in common interest of the Unit Owners duly and promptly approve the repair and restoration of such Common Elements, the Board of Managers shall arrange for the repair and restoration of such Common Elements, and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and

restoration in appropriate progress payments. In the event that 75% or more in number and in common interest of Unit Owners do not duly and promptly approve the repair and restoration of such Common Elements, the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article VI of these By-Laws. As used in this Section, the words "promptly approve" shall mean not more than sixty (60) days from the date of such taking.

In the event of a taking in condemnation or by eminent domain of part or all of the Common Elements and the loss to the Common Elements is in excess of \$500,000, then the Board of Managers shall promptly notify all mortgagees of Units of such taking and loss.

## ARTICLE X

### RECORDS AND AUDITS

**Section 1. Records and Audits.** The Board of Managers or the managing agent shall keep detailed records of the actions of the Board of Managers and the managing agent, minutes of the meetings of the Board of Managers, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of common charges against each Unit, the date when due, the amounts paid thereon, and the balance, if any, remaining unpaid. A copy of each proposed annual budget of the Condominium shall be submitted by the Board of Managers to all Unit Owners, to be received not less than ten (10) days prior to the date set for adoption thereof by the Board. While the Sponsor controls the Board, such budgets will be certified in accordance with Section 20.4(d) of the Department of Law of the State of New York.

An annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be submitted by the Board of Managers to all Unit Owners within four and one-half (4-1/2) months after the end of each fiscal year. The cost of such report shall be paid by the Board of Managers as a common expense.

The books and records of the Condominium, including copies of the Declaration and these By-Laws, shall be subject to inspection by Unit Owners and by mortgagees of Units at reasonable times, during business hours, upon three (3) days prior written notice.

## ARTICLE XI

### AMENDMENTS TO BY-LAWS

**Section 1. Amendments to By-Laws.** Except as otherwise provided herein and in the Declaration, these By-Laws may be modified or amended by the vote of at least 66-2/3% of all Unit Owners in number and in common interest, cast in person or by proxy at a meeting

duly held in accordance with the provisions of the By-Laws, or, in lieu of a meeting, by written amendment as provided in the By-Laws.

For so long as the Sponsor or its designee remains the Owner of one or more Units, these By-Laws, the Rules and Regulations and the Declaration may not be modified, added to or amended so as to eliminate, change, or impair any rights, privileges, easements, licenses or exemptions granted therein or herein to the Sponsor or said designee, or otherwise adversely affect the Sponsor or such designee without the Sponsor's or such designee's prior written consent.

No amendment which adversely affects the lien of any mortgage on a Unit may be made without the written consent of the affected mortgagee.

No provision of these By-Laws, the Rules and Regulations or the Declaration relating to the use of the Units or the percentage interest of a Unit in the Common Elements may be amended without the consent of each Unit Owner affected by such amendment. Further, these By-Laws, the Rules and Regulations and the Declaration may not be modified, added to or amended so as to eliminate, change or impair any rights granted to the Commercial Unit Owner, or so as to adversely affect such Unit Owner, without the prior written consent of such Commercial Unit Owner.

**Section 2. Amendments by Commercial Unit Owner.** Notwithstanding the above, a Commercial Unit Owner shall have the right to amend the By-Laws without obtaining the consent of the Board of Managers or any other Unit Owner, to reflect a change in the layout, size and/or number of Commercial Unit by the subdivision of the Commercial Unit as provided in the Declaration of Condominium. The Board of Managers shall be required, at the request of the Commercial Unit Owner, to execute an amendment to the By-Laws if necessary to effectuate the same. All expenses for the preparation and recording of such amendment to the By-Laws shall be borne by the Commercial Unit Owner and shall not be a common expense.

## ARTICLE XII

### MISCELLANEOUS

**Section 1. Invalidity.** The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

**Section 2. Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision hereof.

**Section 3. Gender.** The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.



Section 4. Waiver. No restriction, condition, obligation, or provision contained in these By-Laws, shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

### ARTICLE XIII

#### CONFLICTS

Section 1. Conflicts. These By-Laws and the Rules and Regulations are intended to comply with the requirements of Article 9-B of the Real Property Law of the State of New York and all other applicable laws. In case any of these By-Laws or any provision of the Rules and Regulations conflict with the provisions of said statute, the Declaration or any other applicable law, the provisions of said statute, the Declaration, or such other applicable law, as the case may be, shall control.

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.

RETURN  
THIS COPY

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

**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

Return form to: Name and address of landlord or managing agent. Call 311 for more information on preventing lead poisoning and window falls.  
**DOHMH-approved: November 05, 2011**

Graceline Court 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.

**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 1/2 inches above or below the guard, on the side of the guard, or between the bars.

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

**Fill Out and Detach the bottom part of this form.**

Please check all boxes that apply

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

Last Name

First Name

Middle Initial

Street Address

Apt. #

City

State

Zip Code

Signature

Date

Telephone Number

**Deadline for return: February 15, 2012**  
 Return form to: Name and address of landlord or managing agent. Call 311 for more information on preventing lead poisoning and window falls.  
**DOHMH-approved: November 05, 2011**





**NRDC**  
THE EARTH'S BEST DEFENSE

## 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.

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/)

#### 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**