

# KYROUS REALTY GROUP, INC.

263 West 38<sup>th</sup> Street ♦ Suite 15E ♦ New York, NY 10018

Phone: 212.302.1500 ♦ Fax: 212.302.3855

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## **West 24<sup>th</sup> Owners Corp. - Purchase Application and Required Documents**

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

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

Upon receipt of a completed package and after verification of all financial data and references, the application will be submitted to the Board of Directors for review.

1. Purchase Application (enclosed)
  2. Executed Contract of Sale
  3. Net Worth Statement. Provide supportive documentation
  4. Last two (2) year's Income tax Returns (include W-2's)
  5. Signed Credit Report Release
  6. Letter from current landlord/management agent verifying status of tenancy
  7. Letter from current employer verifying salary, position length of employment and likelihood of continued employment.
  8. Two (2) personal letters of recommendation for each person to be named on the proprietary lease.
  9. Letter of financial reference
  10. If financing is involved, copies of the loan application, commitment letter and three (3) original AZTECH Recognition Agreements signed by the lender. The Recognition Agreements **MUST** include the bank's address and telephone number of loan department for notices. **(Any information not provided will hold up Refinancing process.)**
  11. Copies of Checking & Savings Account Statement for past three (3) months
  12. New York City: Window Guard/Lead Paint Notice
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## **Schedule of Fees-Due with Application**

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1. **Move-out Deposit: \$500 Check, payable to West 24<sup>th</sup> Owners Corp.** This check will be returned to the seller after the move-out is complete. 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-in Deposit: \$500 Check, payable to West 24<sup>th</sup> Owners Corp.** This check will be returned to the purchaser after the move-in is complete. In case of damage to the building, the cost of repairs will be deducted from this deposit. This check must be in the form of a certified check or money order.
3. **Application Processing Fee: \$550 certified check or money order payable to Kyrous Realty Group, Inc.** This fee is non-refundable.
4. **Credit Check Fee: \$100.00 per applicant.** This fee is non-refundable and made payable to Kyrous Realty Group, Inc. This check must be certified check or money order.

All new purchasers must reside in the building for a minimum of two (2) years before being eligible to sublet their unit.  
MAXIMUM FINANCING PERMITTED TO EIGHTY PERCENT (80%) OF THE PURCHASE PRICE.

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## Closing Fees

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- All fees must be paid by Certified Check, Money Order, or Attorney Escrow Check.
- All closings take place at the office of the Managing Agent:

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

- Processing fee for Recognition Agreements: \$200.00 Payable to Kyrous Realty Group, Inc.
- Managing Agent's fee for preparation of closing documents, and for representing the interest of the Coop at closing: \$600.00 payable by Seller. Payable to Kyrous Realty Group, Inc.

Please note that there are additional fees for messenger service, etc.

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## IMPORTANT NOTICE

### *Please Read Carefully*

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

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## Applicant Information

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Name(s): \_\_\_\_\_

SS#: \_\_\_\_\_

\_\_\_\_\_

SS#: \_\_\_\_\_

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

Apartment to be occupied by:  
Applicant(s)  Yes  No

\_\_\_\_\_

Occupants \_\_\_\_\_

Years at this address: \_\_\_\_\_

Do you own your present residence?  
Yes  No

### CURRENT EMPLOYER INFORMATION:

Employer: \_\_\_\_\_

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

Nature of Business: \_\_\_\_\_

### PREVIOUS EMPLOYER INFORMATION:

Employer: \_\_\_\_\_

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

### SPOUSE'S EMPLOYER INFORMATION:

Employer: \_\_\_\_\_

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

Nature of Business: \_\_\_\_\_

### BROKER INFORMATION:

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

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

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

Relationship \_\_\_\_\_

Office Phone: \_\_\_\_\_

Position: \_\_\_\_\_

Annual Salary: \$ \_\_\_\_\_

Length of Employment: \_\_\_\_\_

Office Phone: \_\_\_\_\_

Length of Employment: \_\_\_\_\_

Office Phone: \_\_\_\_\_

Position: \_\_\_\_\_

Annual Salary: \$ \_\_\_\_\_

Length of Employment: \_\_\_\_\_

### ATTORNEY INFORMATION:

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

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

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

*-continued*

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Are there any outstanding judgments against you? Yes  No

If Yes, please explain: \_\_\_\_\_

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Do you have any diplomatic immunity or other special status? Yes  No

If Yes, please explain: \_\_\_\_\_

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Have you ever declared bankruptcy or are involved in a bankruptcy procedure? Yes  No

If Yes, please explain: \_\_\_\_\_

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Names of all clubs and society memberships, fraternities and honorary societies to which applicant belongs: \_\_\_\_\_

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Schools and colleges attended by husband, wife and children: \_\_\_\_\_

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Names of all residents in the building known by the applicant: \_\_\_\_\_

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Does applicant wish to maintain any pets in the apartment, and if so, please specify with full information: \_\_\_\_\_

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Do you own or rent another residence, and if so, where? \_\_\_\_\_

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**PERSONAL & BUSINESS REFERENCES**

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PERSONAL REFERENCE#1:

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

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

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

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

PERSONAL REFERENCE#2:

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

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

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

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

BUSINESS REFERENCES

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

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

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

Person to verify Applicant's Employment or  
Applicant's Supervisor

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

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

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

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FINANCIAL REFERENCES

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PERSONAL ACCOUNTS: CHECKING

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

Account No: \_\_\_\_\_

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

PERSONAL ACCOUNTS: SAVINGS

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

Account No: \_\_\_\_\_

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

PERSONAL ACCOUNTS: CHARGE CARD#1

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

Account No: \_\_\_\_\_

Exp. Date: \_\_\_\_\_

PERSONAL ACCOUNTS: CHARGE CARD#2

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

Account No: \_\_\_\_\_

Exp. Date: \_\_\_\_\_

PERSONAL ACCOUNTS: CHARGE CARD#3

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

Account No: \_\_\_\_\_

Exp. Date: \_\_\_\_\_

PERSONAL ACCOUNTS: CHARGE CARD#4

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

Account No: \_\_\_\_\_

Exp. Date: \_\_\_\_\_

BUSINESS ACCOUNTS: CHECKING

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

Account No: \_\_\_\_\_

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

CLOSEST LIVING ADULT RELATIVE

*(Not intending to reside with Applicant)*

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

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

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

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

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

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

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

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

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**EMERGENCY CONTACT INFORMATION**

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**APPLICANT INFORMATION:**

Person to call in the event of an emergency

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

Residence Phone: \_\_\_\_\_

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

Office Phone: \_\_\_\_\_

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The following is submitted as being a true and accurate statement of the financial condition of the undersigned on \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Applicant Name

\_\_\_\_\_  
Applicant Name

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

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

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

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

Attach additional pages if necessary.

ASSETS	Applicant	Co-Applicant	LIABILITIES	Applicant	Co-Applicant
Cash in banks			Notes Payable:		
Money Market Funds			To Banks		
Contract Deposit			To Relatives		
Investments: Bonds & Stocks <i>(See schedule)</i>			To Others		
Investment in Own Business			Installment Accounts Payable:		
Accounts and Notes Receivables			Automobile		
Real Estate Owned <i>(See schedule)</i>			Other		
Automobiles: Year: Make:			Other Accounts Payable		
Personal Property & Furniture			Mortgages Payable on Real Estate <i>(see schedule)</i>		
Life Insurance Cash Surrender Value			Unpaid Real Estate Taxes		
Retirement Funds/IRA			Unpaid Income Taxes		
401K			Chattel Mortgages		
KEOGH					
Profit Sharing/Pension Plan			Outstanding Credit Card Loans		
Other Assets			Other Debts <i>(itemize)</i>		
<b>TOTAL ASSETS</b>			<b>TOTAL LIABILITIES</b>		
			<b>NET WORTH</b>		
<b>COMBINED ASSETS</b>			<b>COMBINED NET WORTH</b>		

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SOURCE OF INCOME	Applicant	Co-Applicant	CONTINGENT LIABILITIES	Applicant	Co-Applicant
Base Salary			Endorser or Co-maker on Notes		
Overtime Wages			Alimony Payments (Annual)		
\$Bonus & Commissions			Child Support		
\$Dividends and Interest Income			Defendant in any legal action?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Other Income <i>(itemize)</i>			Any unsatisfied judgments	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>TOTAL</b>			Ever filed for bankruptcy	Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>COMBINED TOTAL</b>			<b>Explain</b>		

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

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## SCHEDULE OF STOCKS AND BONDS

Amount Of Shares	Description (Extended Valuation in Column)	Marketable Value	Non-Marketable Value

## SCHEDULE OF REAL ESTATE

Description	Cost	Actual Value	Mortgage Amount	Maturity Date

## SCHEDULE OF NOTES PAYABLE

Specify any assets pledged as collateral, including the liabilities they secure:

To Whom Payable	Date	Amount	Due	Interest	Pledged As Security

The foregoing statements and details pertaining thereto, both printed and written, have been carefully read and the undersigned hereby solemnly declares and certifies that the same is a full and correct exhibit of my/our financial condition.

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

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

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

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

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## CREDIT REPORT RELEASE

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I (we) hereby authorize Kyrus Realty Group, Inc., on behalf of **West 24<sup>th</sup> Owners Corp.**, to request and receive any and all information from any credit bureaus, previous employers, law enforcement agencies, and references.

I (we) will hold harmless and/or release Kyrus Realty Group, Inc. and **West 24<sup>th</sup> Owners Corp.** from any and all claims and liability which may arise now or in the future with regard to the obtaining or the releasing of the above stated information for the purpose of doing credit checks, and criminal activity checks.

Each Applicant and all adults who will reside in the Unit must complete Credit Report Release.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

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

Date of Birth: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Age: \_\_\_\_\_

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

Employer's Company Name \_\_\_\_\_

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

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

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

\*Duplicate for Additional Applicants

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Application: West 24<sup>th</sup> Owners Corp.

# West 24th Street Owners Corporation

January 1

# 2020

Rules set forth hereinafter are for the safety, care, cleanliness and appearance of the development and for the common good of all lessees.

## House Rules

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### **Creation and Purpose of House Rules**

In addition to its proprietary lease, the corporation has adopted the House Rules set forth hereinafter for the safety, care, cleanliness and appearance of the Development and for the common good of all lessees.

- a) The Board of Directors of the Lessor may, from time to time, in its discretion alter, amend or repeal any of these House Rules. Any such change shall take effect upon the Lessor's giving the Lessee written notice of the same. The Lessor also reserves the right to make new policies and House Rules to carry out corporate purposes, and after adoption by the Board and notice to the Lessee, such additional policies and House Rules shall become part of these House Rules.
- b) The Board of Directors may set such fees as it deems reasonable and proper, and such fines as it deems reasonable and proper, to further the observance of the House Rules. Such fees and fines shall be collectible hereunder as additional rent.
- c) The Lessee has covenanted by the proprietary lease to comply with the House Rules of the Lessor and to see that they are faithfully observed by the Lessee's invitees, licensees, employees, agents, contractors and subtenants and others as are permitted to co-reside in the Apartment with the Lessee hereunder. Breach of a House Rule by any of these parties shall be a default under the Lease.
- d) The Lessor shall not be responsible or liable to the Lessee for the nonobservance or violation of these House Rules by any other lessee or person.

### **Security**

- a) The Lessee shall not allow entrance to the Development to any such person that are not known to the Lessee including usage of the Developments intercom system.
- b) In such situations where the key/key fob of the Lessee is lost or stolen, the Lessee shall immediately inform the Lessor's Manager in order to take appropriate steps to remediation.
- c) It is the Lessee's express responsibility to ensure keys/key fobs of the development are obtained or made inoperative from tenants, co-residents, guests, contractors, or any other service employee of the Lessee.
- d) The Apartment entrance door and frames may only be supplemented with approved hardware by the Lessor. Usage of electronic locks is strictly prohibited.

### **No Obstruction of Public Spaces and Passageways**

- a) The Lessee shall not obstruct stairways, elevators, public halls, lobbies, vestibules, entrances, sidewalks, walkways, passages, or other public spaces in the Building or the Development (hereinafter referred as "Public Spaces"). No trash receptacles, bicycles, carriages, shopping carts or similar objects shall be placed or left unattended in the Public Spaces. The public halls and stairways shall be used only for ingress to and egress from the apartments in the Development.
- b) Children shall not play in Public Spaces.
- c) Messengers, trades people and household employees shall use such means of ingress and egress as shall be designated by the Lessor.

- d) No person shall loiter in the Public Spaces, and no person shall play in them except in the designated areas and in accord with rules and regulations specified in the House Rules or by the Board of Directors or by the Lessor's Manager.
- e) No article shall be kept or stored in the Public Spaces except in designated storage areas, nor shall anything be hung or shaken from the doors, windows, terraces or fire escapes, or placed upon the exterior sills or ledges of the Buildings.
- f) No bicycles, scooters or similar vehicles shall be allowed in a passenger elevator and baby carriages and the above-mentioned vehicles shall not be allowed to stand in the public halls, passageways, areas or courts of the building.
- g) No vehicle belonging to a Lessee or to a member of the family or guest, subtenant or employee of a Lessee shall be parked in such manner as to impede or prevent ready access to any entrance of the building by another vehicle.

### **Falling or Thrown Objects and Refuse**

The Lessee shall not allow anything whatsoever to fall from the windows, doors, balconies or terraces of the Apartment, nor shall the Lessee permit any dirt or other substance to be swept or thrown into any of the corridors or halls, elevators or any other Public Spaces in the Buildings or the Development.

### **Trash and Garbage**

The Lessee shall be responsible for placing garbage and non-recyclable trash appropriately. Recyclable, hazardous and oversized trash shall be separated by the Lessee and disposed of in such manner as the Board of Directors or the Lessor's Manager may prescribe. The lessee is expected to breakdown cardboard boxes from package deliveries accordingly prior to being placed in refuse rooms.

Unwanted items should not be left in common areas for others to take; they should be disposed of reasonably. In addition, bulk items should be disposed of in accordance with New York City 'Bulk Item Pick Up' guidelines and not left in refuse rooms. The lessee should make an appointment to have non-recyclable bulk items larger than 4 feet by 3 feet removed. While items smaller than 4 feet by 3 feet do not require an appointment, they should be left in the Lessee's premises and placed out on the curb thereafter in accordance with the normal garbage schedule for bulk items.

The board reserves the right to fine shareholders that are in breach of the above.

### **Awnings, Projections and Signs.**

- a) No awnings, window air conditioning units, ventilators or any other object shall be attached to the outside walls of the Buildings, nor shall any such object be hung or allowed to project from windows or the exterior of the Buildings or the perimeter of terraces or balconies, without the prior written consent of the Lessor. Clotheslines are not permitted to be strung on terraces or balconies.
- b) No sign, notice, illumination or advertisement shall be exposed on or at any window or other part of the Building, or placed on or in any terrace or balcony, without the prior written consent of the Lessor.

- c) No awnings, blinds, shades or screens shall be attached to, or hung in, or used in connection with any door of the Apartment without the Lessor's prior written consent. In addition, the Apartment entrance door(s) and frame of the Lessee may not be modified without express consent from the Lessor.
- d) Lessee shall not utilize any terrace, balcony, or fire escape for storage of boxes, furniture or other items that in Lessor's judgment are hazardous or create a hazardous condition or present an unsightly appearance to neighbors or passersby.

### **TV / Antenna**

No radio or television aerial, antenna, dish or cable shall be installed by the Lessee on the roof, terrace, exterior window sill or ledge, balcony or exterior walls of the Building. All installations of cable service to individual building units should be coordinated with the property manager of the building as there may be a need to obtain access to wiring which requires cutting ceiling. Repairs of the ceiling will be coordinated by the buildings property manger at the expense of the shareholder.

### **Roofs**

No person shall be permitted access to roofs of the Buildings, except with the prior written consent of the Lessor or the Lessor's Manager. The Lessor shall have the right to erect equipment on the roof, including radio and television aerials and antennas, for its use and the use of the lessees in the Building and shall have the right of access to the Apartment for such installations and for the repairs thereof.

### **Appliances**

- a) The Lessee shall install all major appliances (such as stoves, refrigerators, dishwashers and air conditioners) in accordance with all applicable provisions of the lease, including the Lessor's consent if and when required, and of law, and shall notify the Lessor's Manager in advance of all such installations. All work required to be done by a person licensed to perform the work, such as plumbing and electrical work, shall be performed only by duly licensed persons.
- b) The Lessor shall have the right to conduct periodic audits of the Lessee's appliances. At its discretion, the Board of Directors may levy a charge with respect to appliances, and may levy that charge retroactively on appliances later discovered to have been installed without the Lessee giving the required notification or without the Lessor's consent if and when such consent is required.
- c) The Lessee shall be responsible for promptly correcting and fully stopping any leak or drip coming from any appliance in the Lessee's apartment, particularly as the same applies to air conditioners.
- d) Lessee shall pay a cartage fee as set from time to time by the Board of Directors for the removal and disposal of broken or unwanted large appliances such as refrigerators, stoves and air-conditioners and large items of furniture. Neither the Lessee nor anyone in the Lessee's household or employ shall dispose of any appliance or other property in the hallways, basement or other public areas, or store any such appliance in the Lessor's



storage rooms, unless and until written permission is obtained from the Lessor's Manager and the Lessee pays the cartage fee to the Lessor.

### **Decorations in Hallways**

No public hallway of any Building, including the apartment door and other doors opening into the public hallway, may be decorated, furnished or painted by any Lessee without the consent of the Lessor and of all the lessees to whose apartments such hallway serves as the means of ingress and egress. In the event of disagreement among such lessees, the Board of Directors shall decide and such decision shall be conclusive.

### **Conservation**

The Lessee shall use best efforts to conserve consumption of water, electricity and gas in order to keep common costs down. The Lessee shall promptly report to the Lessor's Manager, or to emergency maintenance staff on weekends, any leaking faucets, running toilets or other problems relating to water, gas and electricity, so that repairs can be made with dispatch.

### **Maximum Occupancy Standards**

The Board of Directors may establish and vary, from time to time, and the Lessee shall comply with, maximum occupancy standards for the apartments in the Development.

### **Co-Residents**

A Lessee or joint Lessees are permitted to share their Apartment with an additional resident or residents only to the extent expressly permitted in the lease, and subject to the Lessor's maximum occupancy requirements as the same are determined from time to time by the Board of Directors.

Authorized co-residents or co-resident may occupy the Apartment as their residence, provided the Lessee or joint Lessees continue to occupy the Apartment, and provided the co-resident(s) occupy the apartment concurrently with the Lessee(s). Otherwise, the arrangement shall constitute a sublet, not a co-residency and must be applied for as a sublet, subject to the provisions of the lease. Any co-residents must vacate the Apartment promptly when the Lessee(s) cease to occupy it, for any reason.

A domestic or personal employee of the Lessee, such as a nurse or housekeeper, may reside in the Apartment, provided that the Lessee is also in occupancy at the same time, unless the Lessor shall otherwise approve in writing.

Lessees who share their apartment with a co-resident or co-residents are fully responsible for the conduct of the co-resident(s) within the Apartment and the Development and for any violations by said co-resident(s) of the lease or of policies and rules adopted by the Lessor's Board of Directors.

Within thirty (30) days after a co-resident begins to occupy an apartment in the Development, or as soon thereafter as the Lessor may request it, the Lessee shall provide the Lessor with the co-resident's name and other reasonable information. The Lessor further reserves the right to require that both the co-resident and the Lessee(s) be interviewed by the Lessor's resident selection committee, the Lessor's

Manager and/or other delegate of the Board of Directors. The Lessor reserves the right to reject for cause any co-resident.

### **Moves and Large Deliveries**

Moves in or out and large deliveries shall take place only on such days and times, and in accord with such rules and regulations, as are prescribed by the Board of Directors and the Manager. For the purpose of these 'House Rules', such days and times shall be Monday through Friday between the hours of 9 A.M. – 5 P.M. EST excluding public US holidays. The Lessor reserves the right, in addition to other remedies, to prevent or halt any delivery or move which violates said rules and regulations.

### **Noise and Playing Music**

- a) No Lessee, other resident, or invitee shall (i) make any disturbing noises or sounds that will interfere with the rights, comforts or convenience of other occupants of the Development; (ii) operate audio or other such equipment in a manner as to disturb or annoy any other occupant or occupants of the Development; or (iii) play any musical instrument or conduct vocal or instrumental practice between the hours of 10 p.m. and 8 a.m. or at any time if the same disturbs or annoys any other occupant or occupants of the Development. Vocal or instrumental instruction may not be given at any time in the Apartment except as lessons to authorized residents of the Apartment, subject to the foregoing restrictions.
- b) No work shall be done, except between the hours of 8 A.M. and 5 P.M., Saturdays, Sundays and holidays excluded, provided, however, that any work which can produce noise that might be disturbing to building occupants, shall not be done before 9 A.M.
- c) Unless expressly authorized by the Board of Directors in each case, the floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material, excepting only kitchens, pantries, bathrooms, and closets.

### **Work by Lessor's Employees**

No employee of the Lessor shall perform any private work or services for the Lessee, or the Permitted Occupants, or the Lessee's employees, invitees or contractors unless the Lessor has authorized its employees to perform such work and only at such times and in accord with such regulations as the Lessor may prescribe from time to time. The Lessor shall have no responsibility or liability whatsoever with respect to any private work or services performed by its employees regardless of whether or not such work was authorized.

### **Laundry Rooms**

The Lessee shall use the laundry rooms only during hours designated by the Lessor, 8 A.M. to 10 P.M. daily. Use of the laundry facilities shall be limited to residents of the Development and their household employees. Use of the laundry rooms shall be subject to rules and regulations adopted by the Board of Directors, and may be curtailed or withdrawn without in any manner affecting the Lessee's obligations.

### **Water Closets**

Water closets and other water apparatus in the Apartment shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article

be thrown into the water closets. The cost of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Lessee in whose Apartment it shall have been caused.

### **Group Tours**

No group tour or exhibition of any Apartment or its contents shall be conducted, nor shall any auction sale be held in any Apartment without the consent of the Lessor or the Lessor's Manager.

### **Clean Windows**

The Lessee shall keep the windows of the Apartment clean. In case of refusal or neglect of the Lessee during ten (10) days after notice in writing from the Lessor or the Manager to clean the windows, such cleaning may be done by the Lessor, which shall have the right, by its officers or authorized agents, to enter the Apartment for the purpose and to charge the costs of such cleaning to the Lessee. Window displays shall be subject to the Lessor's regulations regarding hours, lighting and the like.

### **Vermin**

The Lessor or its designated agents, and any contractor or worker authorized by the Lessor, may enter any Apartment at any reasonable hour of the day for the purpose of inspecting such Apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insect 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. If the condition requiring such control or extermination was caused by the Lessee, then the costs thereof shall be payable by the Lessee as additional rent.

### **Messengers and Tradespeople**

All messengers and tradespeople shall use such means of ingress and egress, and shall comply with such rules and regulations, as shall be prescribed by the Lessor or the Lessor's Manager.

### **Elevators**

There shall be no interference in the operation of the elevators by the Lessee or the Lessee's invitees, licensees, employees, contractors, subtenants and co-residents. Use of the elevators in connection with construction or other work done by or for the Lessee in the Apartment, or moves in or out, or large deliveries to or removals from the Apartment, shall be subject to such rules and regulations as the Board of Directors may, from time to time, establish.

### **Dogs and Other Animals**

No bird or animal shall be kept or harbored in the building unless the same in each instance be expressly permitted in writing by the Lessor; such permission shall be revocable by the Lessor, or unless the same are presently kept or harbored by tenants in the building. In no event shall dogs be permitted in any of the public portions of the building unless carried or on leash. No pigeons or other birds or animals shall be fed from window sills, terraces, and balconies or in the yard, court spaces or other public portions of the building, or on the sidewalks or street adjacent to the building.

### **Plantings**

The Lessee shall not install any plantings on fire escapes. The Lessee shall be responsible for all damage or injury caused by any such plantings.

### **Clean up of spills, etc.**

Neither the Lessee, nor any person residing in the Apartment nor any employee, guest or invitee of the Lessee or of any person residing in Apartment shall intentionally spill, drop, scatter, place or leave dirt, debris or other unsightly or objectionable liquids or materials in any portion of the public areas of the Development. Lessee shall promptly clean up all such dirt, debris or unsightly or objectionable materials or liquids intentionally or accidentally spilled, dropped, scattered, placed or left in any portion of the public areas of the Development by the Lessee or by any person residing in the Apartment or any employee, guest or invitee of the Lessee or of any person residing in the Apartment.

Complaints regarding the service of the building shall be made in writing to the managing agent of the Lessor.

### **Guests**

The right of Lessee to have guests in the Apartment as set forth in Article 3(1) of the Proprietary lease shall not include paying guests and shall not entitle Lessee to operate a boarding house, rooming house or bed-and-breakfast or any similar enterprise in the Apartment.

### **Smoking**

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

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

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

### **Revocable Consent**

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

### **Amendment of and Addition to the House Rules**

These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor, and such addition, amendment or repeal shall become effective upon written notice thereof to the lessees of the Building.

All liability, expenses, costs and fees incurred by the Lessor in connection with any damage or injury or in connection with any violation issued against Lessor or the Development, by reason of the Lessee's failure to abide by this House Rule, shall be the responsibility of the Lessee and payable to the Lessor as additional rent.

Resolution of the Board of Directors of  
West 24<sup>th</sup> Street Owners Corp.

The following Resolution was duly adopted by the Board of Directors at a regular meeting held on August 1, 2013.

RESOLVED, that effective immediately, the corporation will impose a fine of \$2,500.00 to any shareholder who violates the corporation's sublet policy by subletting their apartment without board approval or on a short term rental basis.

It is further resolved that any shareholder found to be in violation of the corporation's sublet requirements will be prohibited from subletting their apartment for a period of one year.

Dated: August 1, 2013

West 24 Street Owners Corp.  
425-429-433 West 24 Street  
New York, NY 10011

NOTICE OF AMENDMENT TO HOUSE RULES

TO: ALL SHAREHOLDERS  
FROM: BOARD OF DIRECTORS  
DATE: AUGUST 1, 2018

PLEASE TAKE NOTICE THAT THE BOARD OF DIRECTORS HAS AMENDED THE COOPERATIVES HOUSE RULES AS FOLLOWS. THE NEW RULE WILL BE EFFECTIVE THIRTY DAYS FROM THE DATE SET FORTH ABOVE.

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

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

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

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

**West 24 Street Owners Corp.**  
**UNANIMOUS CONSENT BY BOARD OF DIRECTORS (the "Board")**  
**APPROVING RESOLUTION AUTHORIZING**  
**AMENDMENT TO HOUSE RULES ADOPTING SMOKING POLICY**

WHEREAS, Local Law 147 of 2017 requires that the Board adopt a policy regarding smoking.

The undersigned, being all members of the Board, hereby consent to the following resolution:

BE IT RESOLVED, that, the House Rules, are amended to read as follows:

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

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

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

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



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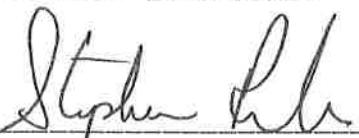
BE IT FURTHER RESOLVED, that the foregoing Resolution and this Consent shall be filed with the Minutes of the proceedings of the board.

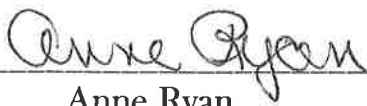
Dated as of July 30, 2018

  
\_\_\_\_\_  
Lisa Bellucci

  
\_\_\_\_\_  
Raffy Dakessian

  
\_\_\_\_\_  
David Mastione

  
\_\_\_\_\_  
Stephen Renda

  
\_\_\_\_\_  
Anne Ryan

  
\_\_\_\_\_  
Eugene Zaveloff

# KYROUS REALTY GROUP, INC.

263 West 38<sup>th</sup> Street ♦ Suite 15E ♦ New York, NY 10018

Phone: 212.302.1500 ♦ Fax: 212.302.3855

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West 24<sup>th</sup> Owners Corp.-Letter to Board of Directors

The Board of Directors  
West 24<sup>th</sup> Owners Corp.  
New York, NY 10024

Re: West 24<sup>th</sup> Owners Corp.  
Unit #: \_\_\_\_\_

Dear Board of Directors:

I (We) have received, read, understand and agree to abide by the House Rules for West 24<sup>th</sup> Owners Corp.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**West 24<sup>th</sup> Owners Corp.**  
 c/o Kyrous Realty Group, Inc.  
 263 West 38<sup>th</sup> Street, Suite 15E  
 New York, NY 10018-5851

**RETURN  
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.

**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 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.

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, 2011**

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, 2010**

West 24<sup>th</sup> Owners Corp.  
 c/o Kyrous Realty Group, Inc.  
 263 West 38<sup>th</sup> Street, Suite 15E  
 New York, NY 10018-5851

**KEEP  
THIS COPY**

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- It is against the law for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed.
- Window guards must be installed so there is no space greater than 4<sup>1</sup>/<sub>2</sub> inches above or below the guard, on the side of the guard, or between the bars.

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

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- 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.
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**DOHMH-approved: November 05, 2010**



## NEW YORK CITY Residential Recycling Guide

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

### Paper & Cardboard

#### YES

##### Newspapers, magazines & catalogs

##### White or colored paper

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

##### Smooth cardboard

Cereal and other dry-food boxes, etc.

##### Paper bags

##### Flattened cardboard

#### NO

##### Plastic- or wax- coated paper

Candy wrappers, take-out containers, etc.

##### Carbon paper

##### Heavily soiled paper or cardboard

##### Hardcover books

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

### Metal, Glass & Plastic

#### YES

##### Metal cans

Food, aerosol (empty), etc.

##### Foil wrap & trays

##### Plastic bottles & jugs

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

-any bottle where the neck is smaller than the body

##### Glass bottles & jars

##### Milk and other beverage cartons

##### Household metal including:

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

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

#### NO

##### Motor oil or chemical containers

##### Styrofoam

Cups, egg cartons, etc.

##### Food containers

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

##### Plastic bags, wrap or film

Sandwich wrap, grocery or dry cleaning bags, etc.

##### Plastic trays or tubs

For microwave, etc.

##### Plastic utensils, plates, cups, bowls

##### Plastic appliances, toys, furniture

##### Lightbulbs

##### Pane glass

##### Pump spray nozzles

##### Caps or lids

##### Household batteries

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

For more information, call the city information line at 311 or visit the New York City Recycles website at [www.ci.nyc.ny.us/html/dos/html/bw\\_home/index.html](http://www.ci.nyc.ny.us/html/dos/html/bw_home/index.html)

To find this guide online, go to [www.nrdc.org/cities/recycling/](http://www.nrdc.org/cities/recycling/)

Natural Resources Defense Council

40 West 20th Street, New York, NY 10011 | 212 727-2700

[www.nrdc.org](http://www.nrdc.org)