

KYROUS REALTY GROUP, INC.

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

Phone: 212.302.1500 ♦ Fax: 212.302.3855

Modern 23 Condominium–Sublet Application and Required Documents

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

DO NOT DUPLICATE HOUSE RULES. 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. Sublet Application
2. Executed Sublet Agreement
3. Financial Statements
4. Last two (2) year's Income Tax Returns (include W-2's)
5. Signed Credit Report Release Form
6. Letter from current landlord/managing agent verifying status of tenancy
7. Letter from current employer verifying salary, position length of employment and likelihood of continued employment
8. Letter of financial reference
9. Signed House Rules Acknowledgement Form
10. New York City: Window Guard/Lead Paint Notice

Schedule of Fees–Due with Application

1. Move-In/Out Deposit from applicant: \$500.00 Check, payable to Modern 23 Condominium. This check must be in the form of a certified check or money order. In case of damage to the building, the cost of repairs will be deducted from this deposit. The deposit will be refunded at the end of the lease term.
2. Move-Out deposit from Unit Owner: \$1000.00 Check, payable to Modern 23 Condominium. This check must be in the form of a certified check or money order. In case of damage to the building, the cost of repairs will be deducted from this deposit.
3. Application Processing Fee: \$650.00 certified check or money order payable to Kyrous Realty Group, Inc.
4. Credit Check Fee: \$150.00 per applicant. This check is non-refundable and made payable to Kyrous Realty Group, Inc. This check must be certified check or money order.
5. The annual sublet fee is 2.5% of the annual rental income. In the event of an unauthorized lease, then in addition to all its other rights and remedies, the Board will impose a monthly surcharge of 10% of the annual rental income during the period of unauthorized lease.

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IMPORTANT NOTICE

Please Read Carefully

Kyrour 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 Kyrour 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

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

Relationship _____

CURRENT EMPLOYER INFORMATION:

Employer: _____

Business

Address: _____

Nature of Business: _____

Office Phone: _____

Position: _____

PREVIOUS EMPLOYER INFORMATION:

Employer: _____

Annual Salary: \$ _____

Length of Employment: _____

Business

Address: _____

Office Phone: _____

SPOUSE'S EMPLOYER INFORMATION:

Employer: _____

Length of Employment: _____

Office Phone: _____

Business

Address: _____

Position: _____

Nature of Business: _____

Annual Salary: \$ _____

Length of Employment: _____

BROKER INFORMATION:

Name: _____

ATTORNEY INFORMATION:

Address: _____

Name: _____

Phone: _____

Address: _____

Phone: _____

Application: Modern 23 Condominium

-continued

Are there any outstanding judgments against you? Yes No

If Yes, please explain: _____

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

If Yes, please explain: _____

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

If Yes, please explain: _____

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

Schools and colleges attended by husband, wife and children: _____

Names of all residents in the building known by the applicant: _____

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

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

PERSONAL & BUSINESS REFERENCES

PERSONAL REFERENCE#1:

Name: _____

Address: _____

Phone: _____

Relationship: _____

BUSINESS REFERENCES

Name: _____

Address: _____

Phone: _____

PERSONAL REFERENCE#2:

Name: _____

Address: _____

Phone: _____

Relationship: _____

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

Name: _____

Address: _____

Phone: _____

FINANCIAL REFERENCES

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: _____

Date: _____

Applicant Signature

Applicant Signature

EMERGENCY CONTACT INFORMATION

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			Outstanding Credit Card Loans		
Profit Sharing/Pension Plan			Other Debts <i>(itemize)</i>		
Other Assets			TOTAL LIABILITIES		
TOTAL ASSETS			NET WORTH		
COMBINED ASSETS			COMBINED NET WORTH		

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

PROJECTED COMBINED MONTHLY EXPENSES	Applicants
Maintenance	
Apartment Financing	
Other Mortgages	
Bank Loans	
Auto Loan	
TOTAL	

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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

I (we) hereby authorize Kyrous Realty Group, Inc., on behalf of Modern 23 Condominium to request and receive any and all information from any credit bureaus, previous employers, law enforcement agencies, and references.

I (we) will hold harmless and/or release Kyrous Realty Group, Inc. and Modern 23 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: Modern 23 Condominium

The background of the page features a minimalist, abstract graphic design. It consists of several overlapping circles in shades of gray and white, arranged in a vertical sequence. Two thin, light gray lines intersect at a point near the top center, forming a large 'V' shape that frames the central elements. The overall aesthetic is clean and modern.

Guide to Modern 23 Condominium Living

House Rules for residents and staff

9/15/11

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Modern 23 Condominium Governance

Introduction & Definition

Modern 23 Condominium, Inc. (Association) is the governing body for the Modern 23 Condominium at 350 West 23rd St, New York, NY. The condominium is a community; a neighborhood contained within a building. Through the elected Board of Managers and the members of the various committees authorized by the Board, residents share management responsibilities, working to ensure a pleasant quality of life at reasonable cost.

This booklet was prepared to provide residents with essential information about their building and the Association that is responsible for directing the management of the common areas of the building. The house rules contained in this document complement the condominium by-laws included in the offering plan issued to owners at closing.

The building was completed in 2010 by 350-352 West 23rd, LLC. The members of the Association are the owner-residents of the building, who each own their apartments in the building.

The Association's income from monthly owner maintenance fees pays for the management of the building, maintenance, operation and repairs of common areas and elements, utilities and staff compensation.

The 5 member Board of Managers is responsible for the management of the Association. Elections are held at the Annual Owners Meeting. Under the By-Laws, the Board of Managers elects Officers of the Association from its members. Board members serve two-year terms.

Committees

The Board may establish from time to time committees. Residents who are prepared to make the necessary commitment of time and effort are encouraged to volunteer for these committees.

Annual Meetings

An annual Town Meeting is held in June to enable residents to discuss building issues and to communicate additional board decisions such as finance, maintenance fees, state of the building aspects, and more. The Association's accountant is available to answer questions about the annual financial statement. All residents are encouraged to attend. It is also an opportunity for residents to express their suggestions, concerns, and other issues to the Board.

Professional Services Provided to the Association

Management Company

The Association employs a Management Company. They are responsible for the supervision of building staff, collection of maintenance payments, payment of the Association's bills, and maintenance of accurate financial records. They should be contacted regarding:

- Problems with your maintenance bill
- Issues regarding the maintenance and upkeep of the common areas of the building, such as;
 - Lobby
 - Elevator
 - Basement and storage
 - Physical plant – such as gas, water, sewer service within the building
 - Security and porter services
 - Questions of general administration

The principal duties for the Managing Agent for the building are; to ensure that the building's systems are in good functioning condition, that the common areas of the building are clean and in good repair, and that garbage and recycling are promptly removed. Please keep in mind that during his normal work hours the Managing Agent will not provide services that are not the responsibility of the Association.

Financial Information

Financial Statements are prepared for each fiscal year, ending December 31, and distributed to all residents before the annual Town Meeting in June.

Maintenance Charges

Operating costs of the Association include salaries, management fees, guard services, utilities, elevator maintenance, repairs, supplies, taxes and insurance.

The timely payment of maintenance charges enables the Association to meet its obligations, in particular the utilities and management fees. Failure of residents to pay their maintenance on time creates cash flow problems for the Association, and such residents will incur a late payment penalty.

Services

The Association provides a number of services to residents, mostly throughout the building's common areas. This section describes the services that are the Association's responsibility, as well as those which are not.

Building Security

Security Guards

The Association provides part-time uniformed security guard service. Additionally, the Association maintains a contract with American Security Systems to provide Video Doorman service when the security guard is not on duty.

The security guards are not doormen. They should not be expected to hail cabs, assist with luggage or packages, mind children or pets, or tip delivery people.

Video Doorman

When guards are not on duty, the building security is monitored by Video Doorman, a service of American Security Systems. Cameras located throughout the building and in the elevator track the ingress and egress of residents, delivery personnel and contractors 24 hours a day.

If a guard is not on duty and you are not home, delivery personnel can call the Video Doorman via a button on the outside intercom panel. Upon giving proper identification, delivery personnel will be granted access to the lobby, directed to the package room and granted access to leave a package. Their movements will be monitored through the process until they have exited the building. In the event that you need assistance entering the building, the Video Doorman can grant access with the proper security code. Additionally, the Video Doorman is available as an escort to your apartment via cameras by calling them on the intercom panel or by using the button on your black key fob.

Key Fobs

Electronic key fobs control access to the building and the elevator for individual apartments. Please take responsibility for tightly managing the access and distribution of your personal key fobs, as they represent the primary means of access to the building.

The guards will hold key fobs to be picked up by house guests or workmen, provided you give them a signed statement indicating who is to be given your keys, and at what time, and noting how long the guests or workmen will be in your apartment. This is at your own risk. No keys are to be left permanently with the guards.

If you lose your key fob, contact American Security immediately at 718-784-2880 to have your key fob reprogrammed. If you need additional key fobs, please contact the Managing Agent.

Lock Box

Lock boxes are available for each apartment in the package room. Each lockbox will hold a small version (chip) of the key fob as well as a lobby door key. For instructions on the use of the lock box, contact Kendra Arzu at American Security (718) 784-2880 x143 or karzu@amsecsys.com.

Restrictions on Entry to the Building

It is the duty of the guards and Video Doorman to restrict entry to the building to authorized residents and to their visitors and guests, and to otherwise maintain security in the building. When on duty, the guards are instructed to log in all delivery people, workers and real estate brokers. They are also instructed to prevent unauthorized movement of household goods, either into or out of the building.

- **Delivery People** – The guards have been instructed that all delivery persons must announce themselves via the intercom system and only be admitted by the resident using the buzzer on the intercom.
- **Furniture and Appliance Deliveries** – In order to avoid resident inconvenience due to limited elevator availability, these are permitted Monday-Friday, 9am to 4pm, excluding holidays. Building staff must be notified in advance for elevator padding and protection.
- **Workers** – Contractors are required to provide the Managing Agent with a Certificate of Insurance (COI) before being allowed into the building. The COI should be completed in the amount of One Million Dollars from the contractor and showing the certificate holders as: Modern 23 Condominium, Inc. The guards have been instructed to bar entry to any worker unless the Managing Agent has approved the COI and informed the guards accordingly. This includes, but is not limited to, window cleaners, painters, carpenters, plumbers, etc.
- **Cleaning Persons** – Cleaning persons will be allowed entry to the building, at the tenant's risk, based on resident instructions left with the guards. Please leave written instructions with the guard as to the cleaning person's name, and the days and time they will be in your apartment.
- **Visitors** – Visitors must announce themselves on the intercom. They will be allowed into the building only if the resident buzzes them in.
- **House Guests** – Residents allowing overnight guests in their apartments in the resident's absence should notify the security guard. If you are giving keys to a houseguest, please ensure that the security guard is aware of this to facilitate their entry into the building. To avoid confusion and possible embarrassment, it is recommended that you also introduce your guests to the guard directly.

Liability for Items Left with Guards or in Package Room

Neither the Association nor its contracted management services can be held responsible for mail, packages, or other items left by residents or by delivery people. Guards will, as a convenience to residents, accept the delivery of most packages and other items that are not too large or bulky. Deliveries accepted by the guards will be logged in and stored in the package room, which is kept locked and under 24-hour camera surveillance. When guards are not on duty, the package room can be accessed via your key fob.

Notification of Package Received

All packages, whenever feasible, will be required to be delivered by outside personnel to the package room in the lobby where such packages will be held for pick-up by residents. If a guard is on duty during the delivery, the guard will accept the package and will flag the mailbox of the resident with a package magnet. If the guard is not on duty and the package is delivered under the care of the Video Doorman, the Video Doorman will guide outside personnel to the package room under surveillance and will notify the resident of the delivery via email.

Common Areas

The lobby, elevator, fire stairs, roof terrace and basement areas are furnished for their specific purposes and maintained by the Association for the benefit of all residents. Residents may not install their own furnishings or decorations in these areas of the building. Moreover, it is illegal and dangerous to obstruct any common areas with bicycles, carriages, cartons or other encumbrances. These objects must be kept inside your apartment or in the appropriate basement storage area. The building staff will remove items left in common areas illegally and, in the event that a city inspector levies a fine against the building for encumbrances, the fine will become the responsibility of the owner of the offending item.

Mail Boxes

Mail is delivered by the Postal Service to mail boxes located in the lobby. Residents have been given keys to their mailboxes. As a precaution, you should have extra copies of your mailbox key made. Otherwise, if your key is lost, you will have to make arrangements with the Post Office to hold your mail until a new lock can be installed. This work will be done at your expense. Contact the Managing Agent for a new lock.

Elevator

The building has one passenger elevator. The elevator operates automatically and is available 24 hours a day. Residents are asked not to hold the elevator doors open unnecessarily, and not to open or close doors forcibly. Please take care when entering and exiting the elevator with bicycles, carriages or carts, since they can easily damage the elevator cab.

Since there is no elevator designated for use as a Service or Freight Elevator, moving in and out, and delivery of bulky items such as furniture must be coordinated with the Managing Agent and guard. When moving freight and large items, it is necessary to utilize the 23rd St Service Entrance as well as the rear entrance of the elevator in order to protect the lobby floor and glass doors.

Common Roof Terrace

A portion of the roof has been set aside for the use of all residents as a recreational area and can be reached via the elevator. No security is provided for the use of the roof, and its use is at the resident's own risk. The roof terrace is open year round, 24 hours a day.

- Smoking is not permitted at any time
- Children must be constantly supervised by a responsible adult resident
- The roof terrace cannot be reserved for anyone's exclusive use, nor can other residents be prohibited from using the terrace. Residents are responsible for any damage caused to the roof by themselves or his/her guests and are additionally responsible for the safety and well-being of guests at all times
- Small portable music devices are allowed during parties prior to 9pm, if they do not disturb other residents of the building. Otherwise, radios and audio equipment may only be used with earphones
- Pets are not allowed on the roof at any time
- Rubbish should be disposed of immediately. No trash cans are permitted on the roof.
- Nudity is not permitted on the roof terrace
- Residents and guests are not permitted to engage in physical activities that will interfere with the enjoyment of the roof by others; such activities include, but are not limited to, ball games of any sort
- Only charcoal and electric barbeques are permitted on the roof, however only in an area and with equipment that is specifically designated and approved by the Board. Users must dispose of ashes and remove cooking debris after use and keep the grill and surrounding area clean at all times.
- In accordance with New York City fire regulations, no propane tanks are permitted on the roof at any time.
- Personal possessions may not be left on the common roof terrace, such as chairs, toys, mats, and other objects.

Waste Disposal

The building porter picks up trash and recycling on a daily basis. The porter will collect trash left in bins outside the fire escape door or in each apartment's respective trash room (if used). All household trash should be secured in plastic bags. If trash is placed in the fire escape, four bins are provided for its disposal, one bin for garbage and the other three bins for sorted recycled materials. Large or bulky items should be taken to the basement trash room and not placed in the fire escape where they represent a safety hazard.

In accordance with New York City law, we recycle bottles, jars, cans, metal, newspaper, sheets of paper and cardboard. Contact the Managing Agent for detailed instructions. The Association can be fined for noncompliance with City recycling laws. If this occurs, we will pass on the fine to the offending party.

Refuse generated by any construction work or by moving into or out of an apartment, must not be disposed of within the building. This is the responsibility of the contractor, tradesman, or mover.

Bicycle Room

Residents may store bikes in the bike room utilizing the bike racks installed in the room. The Association does not accept responsibility for loss of, or damage to, bikes kept in this room. The Managing Agent upon request will make keys available to all residents and issue bike rack assignments. Bike racks have been specifically assigned to each apartment so each can store at least two bikes.

Emergencies

The building is of fireproof construction. Although a fire will usually be contained in the apartment or floor where it starts, the heat and toxic gases created by a fire are very dangerous.

If there is a fire in your apartment, call 911 and then get out of the apartment as soon as possible using either set of fire exits in your apartment.

Do not use the elevator.

Activate the building fire alarm upon exiting the building. An alarm station is located next to the elevator in the lobby as well as just inside the service entrance. Proceed calmly and cautiously. Do not open any doors until you feel for heat behind them with your hands.

If someone in your apartment is elderly or infirm, or would require special assistance in a fire, this information should be filed with the police, the fire department, and the Managing Agent.

Apartments

Heat and Hot Water

The building is heated by a circulating hot water system and supported by a forced air unit in each apartment. A boiler is located on the roof, in the boiler room.

If your apartment is over- or under-heated, please use the thermostat within your apartment to adjust the temperature. If heat is not being effectively delivered, contact the Managing Agent. If there is a continuing problem with the level of heat in your apartment, the Managing Agent will arrange for necessary repairs to the shared system, if that is the source of the problem. Repairs to individual forced air units in apartments are the responsibility of the respective residents.

Hot water is provided to all apartments and is generated by a gas-fired boiler unit on the roof. If hot water is not being delivered to your unit as expected, contact the Managing Agent.

Electricity

Each apartment is individually metered for electricity consumption. Residents are billed directly by Consolidated Edison. Residents are advised that, except for air conditioners, clothes dryers and wall ovens, the electrical wiring in their apartments is not designed to support high-voltage appliances, and such devices are used at a resident's own risk. Note it is not the Association or Managing Agent's responsibility to make any electrical repairs in your apartment, including changing light bulbs.

Cooking and Fireplace Gas

Gas is provided for cook tops and fireplaces (if present) in each apartment and is paid for by the Association.

Kitchen Appliances

Kitchen appliances are the property of the resident and the resident is responsible for their maintenance, repair or replacement. In the case of the stove or fireplace units, the Managing Agent must arrange for repairs if there is a problem with the gas feed line.

Before replacing any of your appliances, it is recommended that you consult with the Managing Agent to ensure that the units you wish to install will not cause any problems for the building.

Plumbing

Plumbing issues within individual apartments are the responsibility of individual residents. The Managing Agent can assist you in identifying a qualified plumber if needed.

Windows and Balconies

All window treatments for front-facing (23rd St.) windows must conform to the building standard, which are the neutral color electronic shades that came with each apartment upon construction. Replacement shades must be of the exact color, texture and design of the original shades. Technical specifications for replacement shades can be obtained from the Managing Agent. No other window treatments for front-facing windows are permitted.

Nothing should be hung or shaken from the windows or balconies, or placed on the outer window ledges or balconies. Pigeons and other birds should not be fed from the windows. No signs, advertisements, or notices shall be inscribed or exposed on any window or other part of the building without the written approval of the Board of Managers.

Window cleaning, except for the regularly scheduled cleaning of all exterior building windows, is the responsibility of the resident. Residents should contact the Managing Agent for assistance in any issues regarding their windows.

Exterminator

Extermination services are provided monthly to the common areas of the building and are paid for by the Association. For extermination services to individual apartments, please contact the Managing Agent.

Smoke and Carbon Monoxide Detectors

In accordance with New York City regulations, detectors have been installed in each apartment. It is your responsibility to ensure they are in working order at all times.

Intercom

The building is equipped with a voice and video communication system, linking each apartment's intercom with the communications panel on the exterior and vestibule of the lobby. Anyone wishing to enter the building that is not recognized by the guard on duty must announce himself/herself by pressing the appropriate button for your apartment on the panel. This will activate a buzzer in your apartment and allow you see and speak with the caller in the lobby using the intercom. Visitors will need to ring once to enter the front door and again to enter the interior vestibule. You can activate the elevator camera from your intercom panel to monitor your guest's entrance into the elevator that you can summon from your apartment.

Under no circumstances should you permit people to enter the building if you are uncertain of their identity. In the event that a guard is not at the front desk, do not allow strangers into the building. This is extremely important for security.

Antennas and Dishes

The building is wired for both Verizon FIOS and Time Warner Cable service. There is a monthly charge for this service to each apartment, which is the responsibility of each resident. As such, no antennas (TV, CB, radio, cellular) or satellite dishes may be attached to or hung from the exterior of the building without the approval of the Board of Managers.

General Guidelines and Responsibilities for Residents

Maintenance Fees

Maintenance charges are payable on the first of each month to Modern 23 Condominium, Inc. and should be sent to the Managing Agent in the envelope provided with the bill.

Late fees can be levied against any residents who have not paid maintenance by the 10th of the month in which it is due.

Occupancy

Apartments may be occupied by residents and their immediate family, or by approved subtenants. Other individuals may not occupy the apartment, except as guests of authorized occupants when the resident is present. Moreover, apartments may not be occupied by an unreasonable number of people.

Children

A responsible adult should supervise children at all times in any common area of the building, especially the elevator, lobby, roof terrace and basement. Children should not be permitted to loiter or play in any common areas. Bicycles must be walked through common areas, and skates and skateboards carried.

Pets

Residents may have no more than two traditional house pets in their apartments provided the following guidelines are followed. Pets must be tame, domesticated animals of non-endangered species generally kept as pets. The resident is solely responsible for the pet's actions, and must ensure that the pet does not create a disturbance or an unhygienic condition in the building. Pets must be leashed, transported in an appropriate carrier or otherwise adequately controlled and restrained while outside the apartment and in the common areas of the building. Pets are not permitted on the roof. When residents are absent from their apartments for more than a day, arrangements must be made with a responsible person for the daily care, and in the event of an emergency, rescue of the pet(s).

Disturbances and Noise

Residents may not make or allow any disturbing noise in the building, or permit anything to be done which will interfere with the rights, comfort, or convenience of other residents.

Musical instruments may not be played, or audio or video equipment operated, in such a manner as to disturb or annoy other occupants of the building, particularly between the hours of 11pm and the following 7am.

If you plan to hold a large party, especially one that lasts into the evening, you are urged to give notice to your immediate neighbors. Do not leave doors to common areas (e.g.; fire escapes) open during parties.

Apartments in Modern 23 have hardwood floors that are supported by concrete over steel. Although floors are insulated from one floor to the next, neighbors below you can hear hard footsteps and other loud banging on your floors that are not carpeted or covered. Please be courteous to your neighbors and either place rugs or pads in frequently trafficked areas or be sensitive to the sounds that hard shoes, pets and kids can make early in the morning or late at night.

Since our building primarily has direct elevator access from most apartments, please be sensitive to noise in and around the elevator. Noise travels through the elevator shaft, so take care when near the elevator in the lobby, in the elevator itself and near the elevator in your apartments.

Work by outside contractors may be performed only between the hours of 9am and 4pm, Monday through Friday, excluding holidays. As a courtesy, you should notify your neighbors about your plans in advance of the actual work, and try to accommodate any reasonable requests they may make.

Prolonged Absence

When taking vacations, or making other extended absences from the building, you are urged to notify the Managing Agent and to make sure that they have access to the apartment in the event of an emergency. Newspaper deliveries should be suspended, or arrangements made to have papers picked up by neighbors. Mail should be held at the Post Office, forwarded to another address, or collected by a friend or neighbor.

Private Terraces

Resident property, including planters, furniture, and all other items should cover no more than 50% of the floor area of private terraces. Storage sheds and cabinets are not permitted on private terraces. Opaque fence coverings and movable planters may not be constructed of flammable materials, in accordance with New York City fire regulations. Residents must ensure that all drains on terraces be kept clear of dirt, debris, snow and ice. Plants that have taken root in the tile or masonry work must be removed promptly. Nothing should be hung or shaken from the terraces, nor should birds be fed.

Only charcoal and electric barbecue grills are permitted on private terraces. In accordance with New York City fire regulations, no propane tanks are permitted on terraces at any time.

Cleanliness and Vermin

Residents bear full responsibility for the maintenance of the interior of their apartments. The law requires that apartments be kept clean and in good condition. In particular, they must be kept free of vermin and other infestation. Residents of apartments with an apparent vermin problem will be asked to allow the exterminator to visit the apartment. Refusal to cooperate in this request will result in legal action by the Association.

Homeowner's Insurance

In the event of fire or water damage to your apartment, you must look to your insurance company to help you cover the loss in value to your apartment, including its partitions, appliances, and other fittings. Renter's insurance covers personal property only, and does not cover property associated with the apartment itself. Therefore, residents are urged to obtain the appropriate type and level of insurance coverage to protect their investment in their apartment, and to provide protection against lawsuits by others that might result from leaks or other hazards.

Water Damage

Residents are responsible for damage caused to other apartments by leakage or overflow from any pipe, basin, tub or other equipment in their apartment. When water damage is caused by events in another apartment, it is the responsibility of the resident of that apartment to repair the damage. When the water damage is caused for other reasons, the Association will assume responsibility for damage to walls and ceilings up to and including the sheet rock and one coat of primer to the damaged area. Additional paint, wallpaper and personal property are not the responsibility of the Association.

Fire Damage

If there is a fire, your homeowner's insurance may cover the damage to your apartment. Check the apartment for signs of water, fire and smoke damage. Re-inspect later, since water damage may take time to appear. If there is evidence of any damage that you consider attributable to the fire, send written notification to the Managing Agent and the President of the Association, and file a claim with your own insurance company at the same time. Since the Association has insurance coverage that applies to certain aspects of the fire damage, an insurance adjustor may need to inspect the damage you have reported.

Procedures

Moving Into, Out Of, or Within the Building

Approval to move into, out of, or within the building must be secured from the Managing Agent at least 5 days in advance of your planned move. The move must be between the hours of 9am and 4pm, Monday through Friday, except for widely observed holidays.

Move-out

A non-refundable move-out fee in the amount of \$500 as well as a refundable \$1,500 move-out deposit from the unit owner payable to Modern 23 Condominium, Inc. is required prior to move-out approval.

Move-in

A non-refundable move-in fee in the amount of \$500 as well as a refundable \$1,500 move-in deposit from unit owner payable to Modern 23 Condominium, Inc. is required prior to move-in approval.

Only the move-in fee will apply to move within the building.

Attempts to move into, out of, or within the building without such approval or outside of the allowable days or hours will result in a \$250 maintenance surcharge in addition to the move-in or move-out fees and billed with your monthly maintenance. If your move extends beyond the 4pm deadline, a \$250 elevator usage fee will be applied to each hour, or any portion thereof.

Leasing of Apartments

Leasing of apartments is subject to Board approval and will be permitted in accordance with the following rules and procedures:

- The term of lease shall be for no less than a one-year period. Future renewals shall be subject to board approval upon completion of one year of the lease. No options for the right to purchase, or to renew the sublet, may be part of the lease agreement.
- The Board will impose an annual sublet fee in the amount of 2.5% of the annual rental income. In the event of an unauthorized lease, then in addition to all its other rights and remedies, the Board will impose a monthly surcharge of 10% of the annual rental income during the period of unauthorized lease.
- Subtenants are subject to the house rules as outlined in this document

- The owner must be current in all their obligations to the Association as a condition of receiving permission from the Board to lease their apartment.

Application & Fees

Owners who have identified a prospective subtenant for their apartment must apply to the Board for approval of the lease. The owner must contact the Managing Agent for an application package. It should be completed and returned to the Managing Agent accompanied by an application fee of \$500.00 payable to the Association, and \$250.00 payable to the Managing Agent. These fees are non-refundable. If the application is inconsistent with the Association's policies regarding leases, the application may be immediately rejected. The Board must approve all leases of apartments by owners. This approval is necessary to help ensure that the prospective subtenants will be good neighbors.

The prospective subtenant(s) should have read this "Guide to Modern 23 Condominium Living" prior to the application process.

The Managing Agent will inform the shareholder of the Board's decision as soon as is practical. The Board reserves the right to request further information at any time during the review process.

Apartment Alterations

Insurance

Contractors are required to provide the Managing Agent with a Certificate of Insurance (COI) before being allowed into the building. The COI should be completed in the amount of One Million Dollars from the contractor and showing the certificate holder as: Modern 23 Condominium, Inc. The guards have been instructed to bar entry to any worker unless the Managing Agent has approved the COI and informed the guards accordingly. This includes, but is not limited to, window cleaners, painters, carpenters, plumbers, etc.

Department of Buildings

If required by the proposed work, it is the resident's responsibility to obtain permits through an application to the Department of Buildings. In every case where a work permit is obtained, you must have an appropriate certificate of completion issued.

Waste Removal

You and your contractors are responsible for cleaning up any construction debris/dirt left outside your apartment. The basement trash room and fire escapes are not to be used for removal of construction debris. Debris must be bagged and removed using the elevator or the stairs. No debris may be placed on the sidewalk or at the curb without being placed in a dumpster or other suitable container which must be removed as soon as it is full. Where major debris is expected, you must make arrangements for its private cartage. Demolition hoppers are not allowed in the common areas of the building. All dumpsters must be placed on the street, not on the sidewalk and not directly in front of the building entrance.

Elevator

Use of the elevator by your contractors must be coordinated with and supervised by the Managing Agent or their representative. The use of the elevator by contractors is limited to the hours of 9am to 4pm, Monday through Friday, excluding holidays.

Noise and Disturbances

Work by outside contractors may be performed only between the hours of 9am and 4pm, Monday through Friday, excluding holidays. As a courtesy, you should notify your neighbors about your plans in advance of the actual work, and try to accommodate any reasonable requests they may make.

KYROUS REALTY GROUP, INC.

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

Phone: 212.302.1500 ♦ Fax: 212.302.3855

Modern 23 Condominium – Letter to Board of Managers

The Board of Managers
Modern 23 Condominium
350 West 23rd Street
New York, NY 10011

Re: Modern 23 Condominium
Unit #: _____

Dear Board of Managers:

I (We) have received, read, understand and agree to abide by the House Rules for Modern 23 Condominium.

Signature of Applicant

Date

Signature of Applicant

Date

Modern 23 Condominium
 c/o Kyrous Realty Group, Inc.
 263 West 38th 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	Window Guards
<p>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.</p> <ul style="list-style-type: none"> • 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. • <i>Always report peeling paint to your landlord. Call 311 if your landlord does not respond.</i> • Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards. 	<p>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).</p> <ul style="list-style-type: none"> • 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 4¹/₂ inches above or below the guard, on the side of the guard, or between the bars.
<p>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.</p>	<p>These requirements apply to all buildings with 3 or more apartments, regardless of when they were built.</p>

Fill Out and detach the bottom part of this form.

Please check all boxes that apply

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

Last Name	First Name	Middle Initial		
Street Address	Apt. #	City	State	Zip Code
Signature	Date	Telephone Number		

Deadline for return: February 15, 2013

Return form to: Name and address of landlord or managing agent. Call 311 for more information on preventing lead poisoning and window falls.

DOHMH-approved: November 12, 2012

Modern 23 Condominium
 c/o Kyrus Realty Group, Inc.
 263 West 38th Street, Suite #15E
 New York, NY 10018-5851

**KEEP
THIS COPY**

ANNUAL NOTICE

PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS

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

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Fill out and detach the bottom part of this form and return it to your landlord.

✂

Please check **all** boxes that apply

A child age under 6 years of age (5 years or younger) lives in my apartment.

A child under 11 years of age (10 years or younger) lives in my apartment and:

Window guards are installed in all windows as required.

Window guards need repair.

Window guards are NOT installed in all windows as required.

No child under 11 years of age (10 years or younger) lives in my apartment:

I want window guards installed anyway.

I have window guards, but they need repair.

Last Name _____ First Name _____ Middle Initial _____

Street Address _____ Apt. # _____ City _____ State _____ Zip Code _____

Signature _____ Date _____ Telephone Number _____

Deadline for return: February 15, 2015

Return form to: Name and address of landlord or managing agent. Call 311 for more information on preventing lead poisoning and window falls.

DOHMH-approved: October 16, 2014



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.us/html/dos/html/bw_home/index.html

To find this guide online, go to www.nrdc.org/cities/recycling/

Natural Resources Defense Council

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

www.nrdc.org