

KYROUS REALTY GROUP, INC.

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

Phone: 212.302.1500 ♦ Fax: 212.302.3855

The 23 East 81 Street Condominium—Purchase Application and Required Documents

The following is a list of the items you are required to submit for the board to review your application. 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 one (1) PDF copy and delivered to Kyrous Realty Group, Inc., 263 West 38th Street, Suite 15E, New York, NY 10018. **DO NOT DUPLICATE HOUSE RULES.** Please retain the copy included in this package for your information.

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

1. Purchase Application (enclosed)
2. Notice of Intent to Sell Condominium unit to be signed by unit owner (enclosed)
3. Executed Contract of Sale (To be provided with Application)
4. Acknowledgement of offering plan, by-laws and house rules
5. Signed Credit Report/Criminal Report Release (enclosed)
6. Power of Attorney to be completed by purchaser. After closing, attorney should file a new Power of Attorney with City Registrar's office, to be provided to Kyrous Realty Group, Inc. (attached)
7. Tax Returns: Form 1040 for the most recent Last two (2) years (only 1 and 2 of the form 1040 are needed).
8. Bank/Investment Statements: Most recent bank/investment statements for all accounts. In lieu of these statements, you can provide letters from your banks detailing your range of account balance and investment values over the past three months.
9. New York City: Window Guard/Lead Paint Notice
10. If financing, purchaser must submit a copy of the commitment letter

Schedule of Fees—Due with Application

1. **Move-in Deposit:** The purchaser will pay \$1000.00 Check payable to The 23 East 81 Street Condominium, this is refundable, provided that there is no damage to the building elevator or common areas after the move -in.
2. **Move-out Deposit:** The seller will pay \$1000.00 Check payable to The 23 East 81 Street Condominium. this is refundable, provided that there is no damage to the building elevator or common areas after the move -out.
3. **Application Processing Fee:** \$750.00 certified check or money order payable to Kyrous Realty Group, Inc.
4. **Credit Check Fee:** \$100.00 per applicant. This check is non-refundable and made payable to Kyrous Realty Group, Inc. This check must be certified check or money order.

Please note that application packages must contain all required documentation. Items missing will only delay the Managing Agent's review and submission to the Board.

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Schedule of Fees-Due with Application

AFTER CLOSING - At least 48 hours prior to the move-in date, renters **MUST** contact the management office and provide the following items:

- The date of the move
- Approximate time of the move
- A certificate of insurance from the moving company based on the following criteria:

<u>Certificate Holder:</u> Include name(s) of owners(s), address & unit #	<u>Additional Insured:</u> -Kyrus Realty Group Inc. 263 West 38 th Street, Suite 15E New York, New York 10018 -23 East 81 st Street Condominium
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- A refundable move-in deposit of \$1000 payable to "23 East 81st Street Condominium" submitted with package. Once you are moved in please call Kyrus Realty Group to request deposit back.
- A refundable move-out deposit of \$1000 payable to "23 East 81st Street Condominium" submitted with package. Once you are moved in please call Kyrus Realty Group to request deposit back.
- Approved Moving Days/Times
 - Monday-Friday / 9am – 4pm
 - No Weekends
 - No Holidays

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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

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: _____

Length of Employment: _____

SPOUSE'S EMPLOYER INFORMATION:

Employer: _____

Office Phone: _____

Business

Address: _____

Position: _____

Annual Salary: \$ _____

Nature of Business: _____

Length of Employment: _____

BROKER INFORMATION:

Name: _____

ATTORNEY INFORMATION:

Address: _____

Name: _____

Phone: _____

Address: _____

Phone: _____

-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: _____

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: _____

FINANCIAL REFERENCES

PERSONAL ACCOUNTS: CHECKING

Bank Name: _____

Account No: _____

Address: _____

PERSONAL ACCOUNTS: CHARGE CARD#1

Account Name: _____

Account No: _____

Exp. Date: _____

PERSONAL ACCOUNTS: CHARGE CARD#3

Account Name: _____

Account No: _____

Exp. Date: _____

BUSINESS ACCOUNTS: CHECKING

Bank Name: _____

Account No: _____

Address: _____

Applicant Signature

Applicant Signature

PERSONAL ACCOUNTS: SAVINGS

Bank Name: _____

Account No: _____

Address: _____

PERSONAL ACCOUNTS: CHARGE CARD#2

Account Name: _____

Account No: _____

Exp. Date: _____

PERSONAL ACCOUNTS: CHARGE CARD#4

Account Name: _____

Account No: _____

Exp. Date: _____

CLOSEST LIVING ADULT RELATIVE

(Not intending to reside with Applicant)

Name: _____

Address: _____

Phone: _____

Relationship: _____

Date: _____

Date: _____

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		

Application: The 23 East 81 Street Condominium

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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: _____

Application: The 23 East 81 Street Condominium

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NOTICE OF INTENTION TO SELL CONDOMINIUM

The undersigned, being the owner of Unit _____ 23 East 81st Street, New York, NY 10028, hereby notifies the Board of Managers, c/o Kyrous Realty Group, Inc., Managing Agent, that the undersigned has received a bona fide offer to sell said Unit from the below name prospective purchaser(s) on the terms stated below, and that the undersigned intends to accept such offer.

NAME AND ADDRESS OF PROSPECTIVE PURCHASER; (If a prospective purchaser is a corporation, name the designated officer, director, stockholder or employee of the corporation who will occupy the unit and for how long a term. When and if designated occupant vacates the unit, another application must be filed and references submitted before occupancy can be allowed to successor designated occupant.)

TERMS OF PROPOSED SALE:

Attached is a true copy of the contract of sale setting for all of the terms of the agreement between the parties:

Purchase Price \$ _____ Proposed Closing Date: ____/____/____

Anticipated Date of Sale: _____

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Notice of Intention to Sell

The 23 East 81st Street Condominium

Page 2

The undersigned represents that the sale described above shall be made strictly in accordance with the provisions of the By-Laws of the Condominium and agrees to promptly deliver to the Board of Managers all such further information with respect to the offer as the Board may reasonably request.

The undersigned acknowledges that the Board has a 30-day period, commencing with the date of receipt of this notice as well as the delivery of such additional information concerning the offer as the Board may reasonably request, to exercise its right of first refusal to purchase the unit on the terms specified herein and in the By-Laws. The undersigned hereby requests that, if the Board elects to waive or release such right of first refusal, it deliver to the undersigned a certificate to that effect, pursuant to the provision of the By-Laws.

Date: _____

Name of Individual Owner (Please Print)

Signature of Individual Owner

Name of Individual Owner (Please Print)

Signature of Individual Owner

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The 23 East 81 Street Condominium—Letter to Board of Managers

The Board of Managers
23 East 81 Street Condominium
23 East 81 Street
New York, NY 10028

Re: 23 East 81 Street Condominium
Unit #: _____

Dear Board of Managers:

I (We) have received, read, understand and agree to abide by the Rules and Regulations for 23 East 81 Street Condominium

Signature of Applicant

Date

Signature of Applicant

Date

KYROUS REALTY GROUP, INC.

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CREDIT REPORT RELEASE

I (we) hereby authorize Kyrous Realty Group, Inc., on behalf of **The 23 East 81 Street 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 **The 23 East 81 Street Condominium** from any and all claims and liability which may arise now or in the future with regard to the obtaining or the releasing of the above stated information for the purpose of doing credit checks, and criminal activity checks.

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

PLEASE PROVIDE THE FOLLOWING INFORMATION:

Name: _____

Date of Birth: _____

Social Security #: _____

Age: _____

Address: _____

Employer's Company Name _____

Address: _____

Applicant Signature

Date: _____

*Duplicate for Additional Applicants

Application: The 23 East 81 Street Condominium

THE 23 EAST 81 CONDOMINIUM

UNIT OWNER'S POWER OF ATTORNEY

Any terms used in this Unit Owner's Power of Attorney that are used (a) in the Declaration establishing a plan for condominium ownership of the premises known both as THE 23 EAST 81 CONDOMINIUM and by the street number 23 East 81st Street, New York, New York, under Article 9-B of the Real Property Law of the State of New York, dated _____, and recorded in the New York County office of the Register of The City of New York on _____ 199____, in Reel _____ in the By-Laws of THE 23 EAST 81 CONDOMINIUM (hereinafter referred to as the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Unit Owner's Power of Attorney as in the Declaration or the By-Laws.

The undersigned _____ residing at _____
_____ the owner of the Condominium Unit (hereinafter referred to as the "Undersigned's Unit") known as Unit No. _____ in THE 23 EAST 81 CONDOMINIUM, said Unit being designated and described as Unit No. _____ in the Declaration and also designated as Tax Lot _____ in Block 1493 of Section 5 of the Borough of Manhattan on the Tax Map of the Real Property Assessment Department of the City of New York and on the Floor Plans, (does)(do)1 hereby irrevocably nominate, constitute and appoint the persons who may from time to time constitute the Condominium Board, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names, as members of the Condominium Board or in the name of their designee (corporate or otherwise), on behalf of all Unit Owners, in accordance with the Unit Owner's respective Common Interests, subject to the provisions of the By-Laws then in effect, (1) (a) to acquire or lease any Unit, together with its Appurtenant Interests, from any Unit Owner desiring to sell, convey, transfer, assign, or lease the same, (b) to acquire any Unit, together with its Appurtenant Interests, whose owner elects to surrender the same pursuant to the terms of paragraph (C) of Section 6.2 of the By-Laws, (c) to acquire any Unit, together with its Appurtenant Interests, that becomes the subject of a foreclosure or other similar sale, on such terms and (with respect to any transfer pursuant to the terms of subdivision (a) or (c) of this paragraph) at such price or at such rental, as the case may be, as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease, mortgage, or otherwise deal with (but not vote the interest appurtenant to) any such Unit so acquired by them, or to sublease any Unit so leased by them, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in said premises that the undersigned could do if the undersigned were

POWER OF ATTY.

-1-

1. delete inapplicable parenthetical.

personally present and (2) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning, resolution, or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other public authority, applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Condominium or (b) any consent, covenant, restriction, easement, or declaration, or any amendment thereto, affecting the Condominium or the Common Elements, that the Condominium Board deems necessary or appropriate.

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

The undersigned (does)(do)2 hereby irrevocably nominate, constitute and appoint Sponsor as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to amend from time to time said Declaration, By-Laws and the Rules and Regulations of the said Condominium, or any of said documents, when such amendment (1) shall be required to reflect any changes in Unsold Units and/or the reapportionment of the Common Interest of the affected Unsold Units resulting therefrom made by Sponsor or its designee in accordance with Article 12 of the Declaration or (2) shall be required by (a) an Institutional Lender designated by Sponsor to make a mortgage loan secured by a mortgage on any Unit, (b) any governmental agency having regulatory jurisdiction over the Condominium, or (c) any title insurance company selected by Sponsor to insure title to any Unit, provided, however, that any amendment made pursuant to the terms of subdivision (1) or (2) of this paragraph shall not (i) change the Common Interest of the Undersigned's Unit, (ii) require a material, physical modification to the Undersigned's Unit, or (iii) adversely affect the priority or validity of the lien of any purchase money mortgage or any mortgage held by an Institutional Lender covering the Undersigned's Unit unless the undersigned (in the event described in subdivision i or ii of this paragraph) or the holder of such mortgage (in the event described in subdivision (iii) of this Paragraph) shall consent thereto by joining in the execution of such amendment. The terms, covenants and conditions contained in, and the powers granted pursuant to, this paragraph shall remain in full force and effect until such time as the Sponsor or its designees shall cease to own any Unit in THE 23 EAST 81 CONDOMINIUM.

IN WITNESS WHEREOF, the undersigned (have)(has)2 executed this Unit Owner's Power of Attorney as of the _____ day of 19 _____

(SEAL)

POWER OF ATTY.

-2-

2. delete inapplicable parenthetical

ACKNOWLEDGMENT

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

On the _____ day of _____, before me personally came to me known and known to me to be the individuals described in and who executed the foregoing instrument; and acknowledged to me that (s)he, they executed the same.

Notary Public

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

On the _____ day of _____, before me personally came to me known and known to me to be the individuals described in and who executed the foregoing instrument; and acknowledged to me that (s)he, they executed the same.

Notary Public

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

On the _____ day of _____ before me personally came to me personally known to be the person described and appointed attorney-in-fact in and by a certain power-of-attorney executed by

dated _____
(or to be recorded in the Office of

of _____ County simultaneously with the foregoing instrument), and acknowledged to me that he has executed the foregoing instrument as the act of said

Notary Public

POWER OF ATTY.

The 23 East 81 Condominium
 c/o Kyrour 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.**

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. • Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards. • Always report peeling paint to your landlord. Call 311 if your landlord does not respond. 	<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"> • 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. • 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.
<p>These requirements apply to buildings with 3 or more apartments built before 1960. They also apply 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 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 16, 2018

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 20, 2016

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

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✂-----

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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		

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