

# 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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## **The 23 East 81 Street Condominium-Sublease 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 the required documents must be assembled into a complete package and e-mailed to [carine@kyrousrealtygroup.com](mailto:carine@kyrousrealtygroup.com). **DO NOT DUPLICATE HOUSE RULES.** Please retain the copy included in this package for your information.

Copies of all Financial Materials 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. Sublease Application (enclosed)
2. Executed Sublease Agreement (Please use Blumberg Form: Lease of a Condominium Unit)
3. Financial Statement
4. Last two (2) year's Income tax Returns (include W-2's)
5. Signed Credit Report Release (enclosed)
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. **If the apartment will be the location of a business or commercial activity, a written description of the business activities that will be performed on the premises must accompany this application.**
8. Two (2) personal letters of recommendation for each person to be named on the proprietary lease.
9. Letter of financial reference
10. Signed Rules and Regulations Acknowledgement (enclosed)
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. **Refundable move-in deposit: \$1,000.00 Payable to the 23 East 81 Street Condominium.** This deposit will be refunded to the tenant at the end of the lease term provided, that there is no damage to the building elevator or common areas after the move-out. 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. **Application Processing Fee: \$650.00 certified check or money order payable to Kyrous Realty Group, Inc.**
3. **Credit Check Fee: \$150.00 per applicant.** This check is non-refundable and made payable to **Kyrous Realty Group, Inc.** This check must be a certified check or money order.

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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

Relationship \_\_\_\_\_

### CURRENT EMPLOYER INFORMATION:

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

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

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

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

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

### PREVIOUS EMPLOYER INFORMATION:

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

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

### SPOUSE'S EMPLOYER INFORMATION:

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

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

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

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

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

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

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

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

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

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

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

### BROKER INFORMATION:

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

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

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

### ATTORNEY INFORMATION:

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

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: \_\_\_\_\_

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

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

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## SCHEDULE OF REAL ESTATE

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Description	Cost	Actual Value	Mortgage Amount	Maturity Date

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## SCHEDULE OF NOTES PAYABLE

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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 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

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Application: The 23 East 81 Street Condominium

## **Rules and Regulations**

### **Use and Maintenance of Units**

1. Each Unit Owner shall keep its Unit, including its balcony terrace, roof decks if applicable, in a good state of preservation and cleanliness.
2. No Unit Owner shall allow anything to fall from any window, balcony, terrace, roof deck or door of the Building, nor shall such Unit Owner sweep or throw from a Unit or any other area of the Building any dirt or other substance into any of any corridor or hall, elevator, ventilator or elsewhere in the Building.
3. No Unit Owner, tenant, family member, agent, servant, employee, licensee or visitor shall, at any time, bring into or keep in the Building any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.
4. No toilets, sinks, showers, bathtubs or other plumbing apparatus in the Building shall be used for any purpose other than those for which they were designed and no sweepings, rubbish rags or other articles that could reasonably be expected to interfere with such plumbing apparatus shall be deposited into same. Any damage resulting from misuse of any plumbing apparatus in a Unit shall be repaired and paid for by the Unit Owner.
5. No Unit Owner shall place furniture or other items upon any floor of a Unit, including its balcony terrace, or roof deck if applicable, exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. The Board of Managers shall have the right to prescribe the weight and position of any safes, business machines and mechanical equipment (including any treadmill, clothes washer and other object that generate noise or vibration) in a Unit. Any such item shall be installed and maintained by each Unit Owner at its sole cost and expense in a manner sufficient, in the judgment of the Board of Managers or the managing agent appointed by the Board of Managers from time to time (the "Managing Agent"), to absorb and prevent any vibration, unreasonable noise or other annoyance into another Unit or the Common Elements. Moreover, nothing may be done which impacts the health and safety of the Condominium, the Building or its residents.
6. No Unit Owner shall at any time, either directly or indirectly, use, or permit to be used, any contractor, labor or material in connection with any alteration or improvement to its Unit if the use of such contractor, labor or material would reasonably be expected to create any difficulty with any other contractor or labor engaged by the Board of Managers or any other Unit Owner or with the maintenance or operation of the Building or any other Unit.
7. Prior to the approval of the sale or lease of a Unit, the Board of Managers shall have the right to inspect the Unit to determine if there are any violations of the Declaration, the By-Laws or the Rules and Regulations of the Condominium and to require the Unit Owner to correct any

such violations prior to such sale or lease.

8. Each Unit Owner whose Unit is occupied by a child 10 years old or younger is required to install window guards at such Unit Owner's sole cost and expense.

### **Balconies, Terraces and Roofs**

9. All plantings shall be contained in boxes of material impervious to dampness or wood with lining material impervious to dampness. Each box/planter must have a solid bottom and sides except for drainage holes which the Unit Owner must maintain in fully open condition. Each box/planter is to be movable by no more than two workers, without tools, and must not exceed 50 lbs. in weight, including saturated fill, soil and plantings. Each box/planter must stand on supports that will provide at least two inches clearance above the terrace or balcony surface and must stand at least eighteen inches from any wall and not directly over any drain. The supports shall bear only upon the tiles, pavers or other hard surface and not upon the roof membrane or flashings. Each box/planter must otherwise comply with applicable laws, rules and ordinances, including, but not limited to, the New York City Building Code.

10. Watering plants in a manner that could affect other Units or the Common Elements is prohibited.

11. Balconies, terraces and roof deck must be kept broom clean and all drains are to be kept clean to allow free passage of water. Any damage to the Building and other Units from obstructed drains shall be repaired at the expense of the Unit Owner owning the Unit with the obstructed drain. All unit owners or tenants must present reasonable access through their Unit in order for the Board of Managers or its agents to inspect any balconies, terraces and roofs.

12. A plant's roots must be contained entirely within its box/planter.

13. No tree or plant shall exceed the height of the Unit to which the balcony or terrace belongs. All trees and plants must be properly pruned so as to prevent them from climbing or hanging over the railings or parapets, or otherwise outside the borders of the balcony or terrace.

14. No balcony or terrace may be enclosed without the prior written consent of the Board of Managers. Occupants of Units keeping furniture or other objects on a terrace or balcony must secure such property to prevent movement in high winds. The owner of a Unit to which a balcony or terrace is appurtenant shall be liable for any loss or damage to the Building or to other Units caused by any objects placed on such Unit Owner's balcony or terrace or by any violation of any of these Rules and Regulations affecting balconies and terraces.

### **Obligations to Other Unit Owners**

15. No Unit Owner shall cause or permit any unusual, disturbing or objectionable noises or

odors to be produced upon or to emanate from its Unit, balcony, terrace roof deck that will interfere with the rights, comforts or conveniences of other Unit Owners, tenants or occupants of the Building. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, and occupants of Units shall not do or permit anything to be done, either willfully or negligently, which will unreasonably interfere with the rights, comforts or convenience of any other Unit Owner, occupant or employee of the Building. This prohibition includes, without limitation, loud parties. No Unit Owner shall play, permit or suffer to be played any musical instrument, or shall operate, permit or suffer to be operated a sound system, radio, television set, or other loudspeaker device between 10:00 p.m. and 8:00 a.m., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Unit Owner practice, permit or suffer to be practiced, either vocal or instrumental music between the hours of 10:00 p.m. and 9:00 a.m. No construction, work or other installation involving noise shall be conducted in any Unit except on business days and only between the hours of 9:00 a.m. and 5:00 p.m.

#### **Use of Common Areas**

16. The sidewalks, lobbies, entrances, elevators, vestibules, stairways, corridors, hall landings, fire exits and other common areas or facilities shall not be obstructed or encumbered by refuse or otherwise, or used for any purpose other than ingress or egress to and from a Unit and delivering and shipping of merchandise and the like to and from a Unit. Corridor doors shall be kept closed at all times except when in actual use for ingress and egress.

17. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed or stored by a Unit Owner in any of the lobbies, entrances, elevators, vestibules, stairways, corridors, hall landings, fire exits or other common areas of the Building.

18. No sign, advertisement or notice or other lettering shall be exhibited, inscribed, exposed on or at any window, painted or affixed by any Unit Owner on any part of the outside of the Building, windows, window sills or in the common areas other than as shall have first been approved by the Board of Managers or the Managing Agent in writing.

19. No awnings, radio or television aerials, satellite dishes or other projections shall be attached to the outside walls of the Building or extend outside the window of any Unit. No blinds, shades or screens shall be attached to, hung or used on the exterior of any window or door of any Unit without the prior written consent of the Board of Managers or the Managing Agent. No articles of any kind shall be hung on or out of, or shaken from, a Unit, including any balcony or terrace.

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

21. Roller skates, skateboards or rollerblades of any type may not be worn in the lobby or other public or common areas. No bicycles, scooters, baby carriages or similar vehicles shall be allowed to stand in the lobby or any other public or common areas of the Building.
22. The grooming of pets in any public or common area is prohibited.
23. No public or common space of the Building shall be decorated or furnished by anyone in any manner without the written consent of the Board of Managers or the Managing Agent.
24. No Unit Owner shall alter, impair or otherwise affect the common elements without the prior written consent of the Board of Managers, except as expressly permitted herein or by the Declaration or the By-Laws.

#### **Open Houses**

25. Group tours, auctions, and exhibitions for the purpose of selling or leasing a Unit or the contents of a Unit are not permitted in the Building. Viewing any Unit or Unit contents must be by appointment with the Unit Owner or the Unit Owner's duly authorized representative. The Unit Owner or duly authorized representative must take care to direct viewers out of the Building immediately following the viewing. Open houses are permitted, provided that (a) the Managing Agent is informed at least one week in advance of the date of the open house, (b) individual open houses shall not be held for more than three hours, (c) the Managing Agent approves the specific hours for each proposed open house and (d) there is no advertising material concerning the open house visible from the street or otherwise within the Building or exterior to the Building other than as approved in writing by the Board of Managers.

#### **Deliveries to Units**

26. Messengers, trades people and contractors shall use such means of entry and exit as designated by the Board of Managers or the Managing Agent. The Board of Managers and the Managing Agent may require sign-in by delivery persons and may require that photo identification be produced.

27. Deliveries to Units of small items such as food, groceries and medicines are permitted every day from 8:00 a.m. to 11:00 p.m. At other times, deliveries may be received by occupants at the main door. The Condominium will not be liable for any loss or theft of, or damage to, any item delivered to the Building. The Managing Agent may at any time require occupants to pick up all such deliveries in the lobby.

28. Deliveries to Units of larger items such as furniture are only permitted Monday through Friday (excluding public holidays) starting no earlier than 9:00 a.m. and ending no later than 5:00 p.m. Without limiting any Unit Owner's liability for damage or injury, prior to any delivery of a large item, the Board of Managers may require occupants to supply the Managing Agent and superintendent with evidence of the delivery company's and workers'

compensation and liability insurance including an insurance certificate in an amount designated by the Board of Managers, naming the Condominium and the Managing Agent as additional insured parties. Unit Owners are responsible for informing tenants and authorized guests of this regulation. All questions regarding what constitutes a "large item" subject to this Section 28 shall be determined by the superintendent.

29. The Board of Managers and its agents, including the Managing Agent, are not responsible for loss of or damage to any property during deliveries, including loss or damage that may occur through the carelessness or negligence of the employees of the Building. The Commercial Unit Owner shall use its best efforts to schedule and perform shipments and deliveries in connection with the operation of its business so as to avoid obstruction of the sidewalks in front of and adjacent to the Building.

### **Moving In / Moving Out**

30. Moves in or out of the Condominium are permitted only with written approval of the Board of Managers or the Managing Agent. Moves must be completed Monday through Friday (except public holidays) between 9:00 a.m. and 4:00 p.m. and must be scheduled with the superintendent at least three business days in advance.

31. Those moving in or out are required to deliver to the Managing Agent, prior to moving, a refundable security deposit in the amount of \$500 and a non-refundable moving fee equal to one (1) month's common charges.

32. Prior to any move in or out, those moving are required to supply the Managing Agent and superintendent with evidence of the moving company's workers' compensation and liability insurance, including an insurance certificate in an amount designated by the Board of Managers, naming the Condominium and the Managing Agent as additional insured parties.

### **Apartment Alterations**

33. Any work that requires obtaining a permit from the City of New York must be approved by the Board approval not to be unreasonably withheld or delayed (30 day review period). Such work will require the payment of \$2,500 refundable security deposit and any costs actually incurred by the Condominium, including but not limited to actual professional fees. Prior to the commencement of any work, the Unit Owner should provide the Managing Agent with evidence of the contractors' insurance and certificate evidencing that the Condominium, Board and the Managing Agents are additional insured under such insurance policies.

34. All contractors undertaking alterations and improvements to a Unit will be admitted to the Building not earlier than 9:00 a.m. and must depart no later than 5:00 p.m. Any exceptions must be approved in writing by the Board of Managers or the Managing Agent. Contractors

must provide, in advance, proof of damage and workers' liability insurance, including an insurance certificate in an amount designated by the Board.

### **Approvals, Changes and Waivers**

35. These Rules and Regulations are binding upon and shall be faithfully observed by each Unit Owner and by Unit Owners' family members, guests, employees, tenants, agents and all other occupants of each Unit. These Rules and Regulations may be added to, amended, or repealed at any time by resolution of the Board of Managers.

36. Any consent or approval given by the Board of Managers under these Rules and Regulations shall be revocable by the Board of Managers at any time at its sole and absolute discretion.

37. Neither the superintendent nor any employee of the Condominium has any authority to modify the Rules and Regulations or give any consent or approval that is required unless expressly stated in the Rules and Regulations.

38. If any provision of the Rules and Regulations shall be determined to be illegal, such provision shall be null and void but all others shall remain in force.

39. A Unit Owner may apply to the Board of Managers for a temporary waiver of one or more of the foregoing Rules and Regulations. Such waiver may be granted by the Board of Managers, in its sole and absolute discretion, for good cause shown if, in the judgment of the Board of Managers, such temporary waiver will not interfere with the efficient operation and administration of the Condominium.

### **Other**

40. Any amounts assessed against a Unit pursuant to the Rules and Regulations as Common Charges which are in addition to the regular monthly installments of Common Charges due and payable as provided in the By-laws shall be paid to the Board of Managers with the next monthly installment of Common Charges due and payable as provided in the By-laws.

41. Unit Owners' complaints regarding services or operation of the Building shall be made in writing to the Managing Agent.

The 23 East 81 Condominium  
23 East 81 Street  
New York, NY 10028

NOTICE OF AMENDMENT TO RULES AND REGULATIONS

TO: ALL UNIT OWNERS  
FROM: BOARD OF MANAGERS  
DATE: August 1, 2018

PLEASE TAKE NOTICE THAT THE CONDOMINIUM BOARD HAS AMENDED THE CONDOMINIUM RULES AND REGULATIONS: THE FOLLOWING IS A NEW RULE#42 WHICH WILL BE EFFECTIVE THIRTY DAYS FROM THE DATE SET FORTH ABOVE.

42. As of the date of adoption of this rule, smoking is prohibited in all of the common areas of the building as required by all applicable laws, including in the elevators, hallways, stairways, roof, lobby, amenity facilities, as well as in areas within 25 feet of any entrance door 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 secondhand smoke does not enter into common areas or other apartment units.

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

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

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

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Phone: 212.302.1500 ♦ Fax: 212.302.3855

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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<sup>st</sup> 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 Condominium.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

# 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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## **Move In/Move Out Procedure**

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**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:

<b><u>Certificate Holder:</u></b> Include name(s) of owners(s), address & unit #	<b><u>Additional Insured:</u></b> -Kyrus Realty Group Inc 263 West 38 <sup>th</sup> Street, Suite 15E New York, New York 10018 -23 East 81 Condominium
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- A refundable move-in deposit of \$1,000 payable to "The 23 East 81 Condominium" submitted with package. Once you are moved in, please call Kyrus Realty Group to request deposit back.
  
- A refundable move-out deposit of \$1,000 payable to "The 23 East 81 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

### **Important Reminders:**

- ♦ The elevators may NOT be shut down during the move-in.
- ♦ Elevators must be shared with other residents during time of move-in.

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Application: The 23 East 81 Street Condominium

- ◆ You are responsible for protecting the doors, lobby, elevator, and any other common areas during your move-in. Any damage to these areas will be your responsibility.
- ◆ The front door of the building should be closed at all times when unattended or not in use.
- ◆ Contact Con Edison to open a new account under name of new owner; (212) 243-2712 or 1 (800) 758-2486.
- ◆ Contact Time Warner Cable for service their number is (212) 358-0900.
- ◆ The Superintendent of the condominium is Blas Moreno. His contact # is 917-385-0724.

Thank you and congratulations.

**The 23 East 81 Condominium**  
 c/o Kyrour Realty Group, Inc.  
 263 West 38<sup>th</sup> Street, Suite #15E  
 New York, NY 10018-5851

**RETURN  
THIS COPY**

<b>ANNUAL NOTICE</b>	
<b>PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS</b>	
<p>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 <b>February 15</b>, each year. <b>If you do not return this form, your landlord is required to visit your apartment to determine if children live in your apartment.</b></p>	
<p style="text-align: center;"><b>Peeling Lead Paint</b></p> <p><b>By law</b>, 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"> <li>• You must notify your landlord in writing if a child under 6 comes to live with you during the year.</li> <li>• If a child under 6 lives with you, your landlord must inspect your apartment and provide you with the results of these paint inspections.</li> <li>• Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards.</li> <li>• <b>Always report peeling paint to your landlord. Call 311 if your landlord does not respond.</b></li> </ul>	<p style="text-align: center;"><b>Window Guards</b></p> <p><b>By law</b>, 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"> <li>• <b>It is against the law</b> for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed.</li> <li>• 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.</li> <li>• <b>ONLY</b> 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.</li> </ul>
<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**

**The 23 East 81 Condominium**  
 c/o Kyrour Realty Group, Inc.  
 263 West 38<sup>th</sup> Street, Suite #15E  
 New York, NY 10018-5851

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