

KYROUS REALTY GROUP, INC.

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

Phone: 212.302.1500 ♦ Fax: 212.302.3855

The 285 West 110th Street Condominium-Sublet Application and Required Documents

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

COMMON CHARGES MUST BE CURRENT IN ORDER TO PROCESS YOUR APPLICATION.

1. Complete lease application (enclosed)
2. Copy of fully executed Lease Agreement between the Unit Owner and Tenant (Blumberg or REBNY forms only).
3. Signed Credit Report Release by tenant(s).
4. Completed tenant contact information form.
5. Gym Waiver (enclosed)
6. Signed Acknowledgement form of By-Laws and Rules and Regulations by tenant(s).
7. Signed Window Guard/Lead Paint Notice by Tenant(s).
8. DO NOT DUPLICATE RULES AND REGULATIONS. Please retain the copy included in this package for your information.

Incomplete applications will not be processed. Please allow 30 days for processing this application.

Schedule of Fees-Due with Application

1. Application Processing Fee: \$550.00 certified check or money order payable to Kyrous Realty Group, Inc. (non-refundable)
2. Credit Check Fee: \$150.00 (per applicant) certified check or money order payable to Kyrous Realty Group, Inc. (non-refundable).
3. Move-in Deposit: \$1,000.00 certified check or money order payable to the 285 West 110th Street Condominium. \$500.00 of the deposit will be refunded after the tenant moves in the apartment. The balance of the deposit (\$500.00) will be refunded at the end of the Lease term, after the move out. In case of damage to the building, the cost of repairs will be deducted from this deposit.

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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): _____

Phone: _____

Present
Address: _____

SS#: _____

SS#: _____

Years at this address: _____

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

Do you own your present residence?
Yes ☐ No ☐

Occupants _____

CURRENT EMPLOYER INFORMATION:

Employer: _____

Relationship _____

Business
Address: _____

Nature of Business: _____

PREVIOUS EMPLOYER INFORMATION:

Employer: _____

Office Phone: _____

Business
Address: _____

Position: _____

Annual Salary: \$ _____

SPOUSE'S EMPLOYER INFORMATION:

Employer: _____

Length of Employment: _____

Business
Address: _____

Office Phone: _____

Nature of Business: _____

Length of Employment: _____

BROKER INFORMATION:

Name: _____

Office Phone: _____

Position: _____

Address: _____

Annual Salary: \$ _____

Length of Employment: _____

-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: _____

Application: The 285 West 110th Street Condominium

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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CREDIT REPORT RELEASE

I (we) hereby authorize Kyrous Realty Group, Inc., on behalf of The 285 West 110th 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 285 West 110th 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

Sublet Application: THE 285 WEST 110TH STREET CONDOMINIUM

The 285 West 110th Street Condominium
Tenant Information Form

Date: _____

Unit: _____

Tenant(s): _____

Tenant(s): _____

Please list the other occupants residing in the unit:

_____ Relationship: _____

_____ Relationship: _____

Tenant Information:

Name: _____

Name: _____

Work: _____

Work: _____

Cell Phone: _____

Cell Phone: _____

E-Mail: _____

E-Mail: _____

Home#/Other: _____

Home#/Other: _____

Name and Number of Person to Notify in the Event of an Emergency:

KYROUS REALTY GROUP, INC.
Real Estate Management

June 30, 2023

All Unit Owners/Tenants
285 West 110 Street Condominium
285 West 110 Street
New York, NY 10026

Re: Fitness Room Waiver

Dear Unit Owners & Tenants,

We are required to maintain a Fitness Room Waiver on file for each unit owner or tenant who utilizes the fitness room. These Waivers should have been collected at closing; however, they were not included with closing packages.

Enclosed please find Fitness Room Rules & Regulations with Waiver & Release Agreement. If you or members of your household utilize the fitness room, we must have a signed waiver on file. A separate waiver is required for each member of your household who uses the facility.

Kindly sign and return the waiver(s) to our office no later than July 14, 2023. Waivers can be emailed to carine@kyrousrealtygroup.com or left at the front desk. Please note that after July 14th, key fob access will only be granted to those with a signed waiver on file.

Thank you.

Very truly yours,

Harriet Kyrous

Harriet Kyrous
Kyrous Realty Group

Enclosures

THE 285 WEST 110TH STREET CONDOMINIUM
FITNESS CENTER
RULES & REGULATIONS

Fitness Center Access

Access is available exclusively to residents of The 285 West 110th Street Condominium who have submitted a fully executed Waiver and Release Agreement to Management.

Residents between the age of 16 and 18 years of age may access the Fitness Center upon execution of the Waiver and Release Agreement by their parent or legal guardian.

Key fobs will be programmed to access the Fitness Center once the signed Waiver and Release Agreement has been received by Management.

Hours of Operation

The Fitness Center is to be used during the following times:

- Daily from 5:00 am to 11:00 pm

Rules and Regulations

1. Use of equipment shall be limited to thirty minutes when others are waiting for that piece of equipment. Equipment/machines are available on a first-come, first-served basis.
2. Eating, smoking, or drinking (except for water) in the workout area is prohibited.
3. Residents must wear appropriate attire at all times in the Fitness Center. Proper clothing is considered apparel that covers the upper torso, upper legs and feet. No open-toed shoes (e.g., sandals or flip-flops).
4. Use of the Fitness Center and its equipment is at the sole risk of the user. The Fitness Center and equipment will not be supervised, and each user must inspect the Center and the equipment before use to ensure that it is in proper condition.
5. All malfunctions or other problems should be promptly brought to the attention of the Building Management.
6. Personal trainers hired by residents with access to the Fitness Center are permitted only after giving prior notice to the Managing Agent and providing proof of insurance.

Personal trainers shall also be required to execute the Waiver and Release Agreement prior to gaining admission to the Fitness Center. Residents must accompany personal trainers within the building at all times, and personal trainers shall not use the Fitness Center for their own personal use.

As used herein, "proof of insurance" shall mean a certificate of insurance evidencing current effective comprehensive general liability insurance protection in the aggregate of \$1,000,000, naming as additional insureds and certificate holders the following entities:

The 285 West 110th Street Condominium; the Board of Managers of The 285 West 110th Street Condominium, individually and collectively; and Kyrour Realty Group, Inc.

All proof of insurance must be provided to Management at least one (1) week in advance of access being sought for the personal trainer in order to provide sufficient time for review.

7. The Fitness Center shall be locked at all times. Access to the Fitness Center is the exclusive use of the residents.
8. The use of cell phones or any type of music players, except for a personal music player that plays exclusively through headphones, is prohibited. You are asked to keep the volume of such personal music at a level that cannot be heard by other users.
9. The resident assumes full responsibility for any disappearance, loss, theft or damage to his or her personal property that may occur in or about the Fitness Center.
10. The privilege to use the Center and equipment granted by the signed agreement shall automatically terminate in the event the person no longer lives or owns an apartment in The 285 West 110th Street Condominium.

THE 285 WEST 110TH STREET CONDOMINIUM
FITNESS CENTER
WAIVER AND RELEASE AGREEMENT

The 285 West 110th Street Condominium encourages you to undergo a thorough physical examination by your physician before you utilize the Fitness Center.

1. I realize that any time one engages in physical activity, there are inherent dangers.
2. I assume the risk of any and all injury or damage to me that may arise, directly or indirectly, in connection with my use of the Fitness Center and equipment made available there, whether or not caused in whole or in part by any acts and/or omissions (including negligence) of the Condominium, its trustees, officers, employees, agents, and contractors. I hereby release and discharge the Condominium, its trustees, officers, employees, agents, and contractors, and agree to make no claim against them, and to hold them harmless from, any liability whatsoever in connection with my use of the Fitness Center.
3. I acknowledge that it is my responsibility to decide when and how to use the Fitness Center, to exercise caution and my own judgment when I am using the Fitness Center. I recognize that personal assistance is not available at the Fitness Center and that use of the facilities, services, and equipment at the Fitness Center is unsupervised.
4. I agree to abide by any Rules and Regulations that governmental authorities or the Condominium may establish, now or in the future, applicable to the Fitness Center facilities, services, and equipment located there. These rules include but are not limited to those listed in the Fitness Center. I understand that failure to abide by such rules and regulations may result in withdrawal of my privilege to use the Fitness Center facilities, services, and equipment.

The Condominium maintains and provides access to the Fitness Center as a perquisite for the residents of the Condominium only and retains the right to restrict access to (including the right to shut down) the Fitness Center at any time and with no notice.

I FULLY UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Unit #

Print Name

Date

Signature

SCHEDULE A

RULES AND REGULATIONS OF THE RESIDENTIAL SECTION

1. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Residential Section shall not be obstructed or used for any other purpose than ingress to and egress from the Residential Units.
2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or fire tower landings of the Residential Section, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows or roofs or placed upon the window sills of the Residential Section.
3. Neither occupants nor their guests shall play in the entrances, passages, public halls, elevators, vestibules, corridors, stairways or fire towers of the Residential Section.
4. No public hall or public elevator vestibule of the Residential Section shall be decorated or furnished by any Residential Unit Owner in any manner.
5. Each Residential Unit Owner shall keep such Residential Unit Owner's Residential Unit and any Limited Common Elements appurtenant thereto (including the surface and drains of any terrace appurtenant to a Residential Unit) in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance. Any determination as to what constitutes a good state of preservation and cleanliness for any Residential Unit Owner's terrace shall be within the sole but reasonable discretion of the Residential Board.
6. No window guards shall be used in or about any Residential Unit, unless otherwise required by Law, except such as shall have been approved in writing by the Residential Board or the managing agent of the Residential Section. No clothes, sheets, blankets, laundry or other articles of any kind shall be hung on or out of a Unit or its appurtenant Limited Common Elements. No window frames or mullions may be removed, altered or replaced without the written consent of the Residential Board.
7. No radio, television aerial, satellite dish or similar device shall be attached to or hung from the exterior of the Residential Section and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any door or window or other part of the Residential Section except such as are permitted pursuant to the Declaration or the By-Laws or shall have been approved in writing by the Residential Board or the managing agent of the Residential Section, nor shall anything be projected from any door or window of the Residential Section without similar approval, except as may otherwise be required by Law.

8. No heat, ventilator or air conditioning device or window fan shall be installed in any Residential Unit without the prior written approval of the Residential Board, which approval may be granted or refused in the sole discretion of the Residential Board.

9. All radio, television or other electrical equipment of any kind or nature installed or used in each Residential Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction and the Residential Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Residential Unit Owner's Unit.

10. No velocipedes, bicycles, scooters or similar vehicles shall be allowed in any of the elevators other than the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, and no baby carriages or any of the above-mentioned vehicles or other equipment, furniture or other personal articles shall be allowed to stand in the passages, public halls, vestibules, corridors or other public areas of the Residential Section.

11. No Residential Unit Owner shall make or permit any disturbing noises or activity in the Residential Section, or do or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other Unit Owners or the tenants or occupants of the Residential Section. No Residential Unit Owner shall play or suffer to be played any musical instrument, or practice or suffer to be practiced vocal music, or operate or permit to be operated a phonograph, radio, television computer, stereo or other loud speaker in such Unit Owner's Unit between 11:00 P.M. and the following 7:00 A.M., if the same shall disturb or annoy other occupants of the Building, unless the same shall have the prior written consent of the Residential Board. No construction or repair work or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency or unless such work is performed by Declarant.

12. No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition), shall be permitted, kept or harbored in a Residential Unit without the same in each instance having been expressly permitted in writing by the Residential Board or the managing agent of the Residential Section and such consent, if given, shall be revocable by the Residential Board in its sole discretion, at any time. In no event shall any Residential Unit Owner maintain more than two (2) pets in a Residential Unit (other than fish) without the consent of the Residential Board nor shall any bird, reptile, or other animal be permitted in any public elevator in the Residential Section, other than the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, or in any of the public portions of the Residential Section, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills or other public portions of the Residential Section or on the sidewalk or street adjacent to the Building. Each Residential Unit Owner who keeps any type of pet in such Unit Owner's Residential Unit may be required to enter into an agreement with the

Residential Board setting forth such other rules regarding pets as the Residential Board shall deem suitable and indemnifying and holding harmless the Condominium, all Unit Owners and the managing agent from all claims and expenses resulting from acts of such pet. The Board of Managers shall have the right to prohibit an animal from residing or visiting the Building if, in the Board's judgment, such animal creates a nuisance, health hazard or an unsanitary condition.

13. Servants, messengers and tradespeople visiting or residing in the Residential Section may be required to use the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, for ingress and egress, and shall not use any of the other elevators for any purpose, except that nurses in the employ of Residential Unit Owners or their guests or tenants may use any of the other elevators when accompanying said Unit Owners, guests or tenants. However, a guest or visitor of a Residential Unit Owner may use any of the elevators freely, if authorized by such Unit Owner.

14. All service and delivery persons may be required to use the service entrance unless otherwise directed. 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 Residential Unit Owners. Deliveries, if made, will be made from the package room to individual Residential Units only by building personnel or as otherwise directed by building personnel. Such deliveries will be made only at such times as a Unit is occupied by the resident thereof or an authorized person and said resident or authorized person is willing to accept delivery. If the Residential Unit is not so occupied or delivery is declined, the package will be held in the package room until the resident or authorized person returns or requests delivery. In the case of packages containing perishable food items, service or delivery persons who are registered with building personnel will be permitted to make deliveries directly to individual Residential Units after such service or delivery persons have received approval for such delivery from the Residential Unit Owner.

15. Trunks and heavy baggage shall be taken in or out of the Residential Section by the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, and through a designated entrance only.

16. No Unit Owner or any visitor, guest, patient, employee or any client of a Unit Owner shall be allowed in the heating, electrical or mechanical equipment areas without the express permission of the Board of Managers.

17. All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

18. No refuse from the Residential Units shall be sent to the below grade levels of the Building except at such times and in such manner as the Residential Board or the managing agent of the Residential Section may direct.

19. Water-closets and other water apparatus in the Residential Section shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Residential Unit shall be repaired and paid for by the Owner of such Unit.

20. No occupant of the Residential Section shall send any employee of the Residential Section or of the managing agent thereof out of the Building on any private business.

21. The agents of the Residential Board or the managing agent, and any contractor or worker authorized by the Residential Board or the managing agent of the Residential Section, may enter any room or Residential Unit at any reasonable hour of the day, on at least one day's Prior written notice to the Residential Unit Owner, for the purpose of inspecting such Residential Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; however, such entry, inspection and extermination shall be done in a manner so as not to unreasonably interfere with the use of such Residential Unit for its permitted purposes.

22. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

23. The Residential Board or the managing agent of the Residential Section may retain a passkey to each Residential Unit. If any lock is altered or a new lock is installed, the Resident Board or the managing agent of the Residential Section shall be provided with a key thereto immediately upon such alteration or installation. If the Residential Unit Owner is not personally present to open and permit an entry to such Unit Owner's Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws and has not furnished a key to such Board or such managing agent, then the Residential Board or such managing agent or their agents (but, except in an emergency, only when specifically authorized by an officer of such Board or an officer of the managing agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry reasonable care under the circumstances is given to such Unit Owner's property).

24. No vehicle belonging to a Residential Unit Owner or to a member of the family guest, tenant or employee of a Residential Unit Owner shall be parked in such manner as to or prevent ready access to any entrance to or exit from the Building by another vehicle.

25. Complaints regarding the services of the Residential Section shall be writing to the Residential Board or to the managing agent of the Residential Section.

26. Any consent or approval given under these Residential Rules and Regulations may be granted, refused, added to, amended or repealed, in the sole discretion of the Residential Board at any time by resolution of the Residential Board. Further, any such consent or approval of the discretion of the Residential Board, be conditional.

27. Residential Unit Owners will faithfully observe the following procedures with respect to the use of the compactor: (a) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) crush into tight bundles all papers before placing the same in the hopper door; (e) deposit all bundles of waste into the hopper; (f) refrain from depositing waste of an explosive nature therein; (g) observe all Laws regarding recycling of refuse then imposed by governmental agencies having jurisdiction thereover and (h) observe any additional recycling rules established by the Condominium Board or the Residential Board.

28. Except as permitted under the Declaration and By-Laws, Residential Unit Owners, their families, guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.

29. Residential Unit Owners, their guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units or any public portions of the Building.

30. No Residential Unit Owner or any of such Unit Owner's agents, servants, employees, licensees, tenants, sublessees or visitors shall at any time bring into or keep in such Unit Owner's Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

31. If any key or keys are entrusted by a Residential Unit Owner or by any member of such Unit Owner's family or by such Unit Owner's agent, servant, employee, tenant, sublessee, licensee or visitor to an employee of the Residential Board or the managing agent of the Residential Section, whether for such Unit Owner's Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Residential Board nor the managing agent of the Residential Section shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

32. Nothing shall be done or kept in any Residential Unit, or in the General, Residential or Limited Common Elements which will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Condominium Board. No Residential Unit Owner shall permit anything to be done or kept in such Unit Owner's Unit or in the General, Residential or Limited Common Elements which will result in the cancellation of insurance on the Building or which would be in violation of any Law. No waste shall be committed in the General, Residential or Limited Common Elements.

33. The Boards shall have the right from time to time to relocate any portion of the Common Elements devoted to storage or service purposes.

34. No group tour or exhibition of any Residential Unit or its contents shall be conducted, except group tours or exhibitions of any Unsold Residential Units owned by Declarant or its designee, nor shall any auction sale be held in any Residential Unit, except Unsold Residential Units without the prior consent of Residential Board or the managing agent of the Residential Section.

35. In the event that any Residential Unit is used for home occupation purposes which are permitted by Law and the By-Laws, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.

36. Unless expressly authorized by the Residential Board in each case, at least 80% of the floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting or equally effective noise-reducing material.

37. There will be no barbecuing on Residential Limited Common Elements, or on the General Common Elements, except as specifically designated by the Residential Board.

38. The Residential Board reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation at any time prescribed for the Residential Section when, in the reasonable judgment of the Residential Board, the Residential Board deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Residential Section, or the preservation of good order therein, or the operation or maintenance of the Residential Section, or the equipment thereof, or the comfort of Unit Owners, occupants or others in the Residential Section. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Residential Unit Owner or other occupant shall operate as a rescission, alteration or waiver in respect of any other Residential Unit Owner or other occupant.

39. No article, including, but not limited to, bicycles and similar vehicles, shall be stored or allowed to stand on terraces, other than furniture of the kind usually maintained in outdoor areas.

40. Plantings on any terrace shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches from the terrace surface, and, if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such terrace, but shall stand on supports at least two inches above the surface. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings. No planter shall be placed on any private terrace area or balcony if it exceeds a capacity of 2 cubic feet or if it

imposes a load exceeding 60 pounds per square foot, without the express written consent of the Board and, if required, the New York City Department of Buildings. No installation of any planters shall be permitted on the roofs of any penthouse bulkheads.

41. No Residential Unit Owner or any of his family members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his Unit or Residential Limited Common Elements any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit or Residential Limited Common Elements.

42. Smoking shall be prohibited in the Common Elements of the Building. Smoking in violation of this rule shall be deemed to constitute a nuisance pursuant to Paragraph 6.16.1 of the By-Laws. The term "smoke" or "smoking" shall include carrying, burning, or otherwise handling or controlling a lit or smoldering product containing tobacco, or other flammable substances, including, but not limited to, cigarettes, cigars, or pipes.

43. All Unit Owners shall be obligated to install white curtains, drapes, shades or blinds ("Window Treatments") in each Unit which are visible from the exterior of the Building in order to give the Building a uniform exterior appearance. Such Window Treatments shall be hung from each such window within sixty (60) days of the Closing Date, unless otherwise provided by the Board in writing. Notwithstanding the foregoing under no circumstances shall newspapers, blankets bed sheets, clothes or other articles of any kind be hung in the windows in lieu of Window Treatments and no personal property shall be stored in any window bay, except behind the Window Treatments.

285 West 110th Street Condominium
2040 Frederick Douglas Blvd
New York, NY 10026

NOTICE OF AMENDMENT TO RULES AND REGULATIONS

TO: ALL UNIT OWNERS
FROM: BOARD OF MANAGERS
DATE: August 29, 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, lobby, amenity facilities, as well as in areas within 25 feet of any entrance to or egress from the building. No person shall smoke in the areas where smoking is prohibited by this rule or permit smoking by any occupant, agent, tenant, invitee, guest, friend, or family member in such areas.

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

KYROUS REALTY GROUP, INC.

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

Phone: 212.302.1500 ♦ Fax: 212.302.3855

The 285 West 110th Street Condominium.- Letter to Board of Managers

The Board of Managers
The 285 West 110th Condominium
285 West 110th Street
New York, NY 10026

Re: The 285 West 110th Street
Unit #: _____

Dear Board of Managers:

I (We) have received, read, understand and agree to abide by the Rules and Regulation for The 285 West 110th Street Condominium.

Signature of Applicant

Date

Signature of Applicant

Date

The 285 West 110th Street Condominium
c/o Kyrour 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

By law, your landlord is required to inspect your apartment for peeling paint and other lead paint hazards at least once a year if a child under 6 years of age (5 years or younger) lives with you.

- You must notify your landlord in writing if a child under 6 comes to live with you during the year.
- If a child under 6 lives with you, your landlord must inspect your apartment and provide you with the results of these paint inspections.
- 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.***

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.

Window Guards

By law, your landlord is required to install window guards in all your windows if a child under 11 years of age (10 years or younger) lives with you, OR if you request them (even if no children live with you).

- **It is against the law** for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed.
- Window guards must be installed so there is no space greater than 4 $\frac{1}{2}$ 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.

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

Fill out and detach the bottom part of this form 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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- **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 4½ 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.

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DOHMH-approved: October 20, 2016

The 285 West 110th Street Condominium MOVE-IN PROCEDURES

Upon closing, please contact management to schedule your move in date.

In order to confirm your move-in date, we must be provided with the following items one week prior to your scheduled date:

1. Insurance Certificate from your moving company with limits set forth below. The certificate shall name the Unit Owner as the insured and The 285 West 110th Street Condominium and Kyrour Realty Group, Inc. as the additional insured.

(i) WORKER'S COMPENSATION as required by all applicable Federal, State, or other laws including Employers Liability in accordance with the statutory requirements of the State of New York, together with Disability Benefits Insurance required by the State of New York. This coverage to be a minimum of \$500,000.00

(ii) COMMERCIAL GENERAL LIABILITY coverage of \$1,000,000 including Contractor's Liability and Blanket Contractual Liability, all on an occurrence basis with Personal Injury Coverage, which shall include mental anguish as well as standard conditions, and Broad Form Property Damage, without any exclusion relating to Explosion, Collapse and Underground Property Damage. \$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit)

(iii) COMPREHENSIVE AUTOMOBILE LIABILITY, including non-ownership and hired car coverage, as well as owned vehicles. \$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit)

(iv) \$3,000,000 UMBRELLA LIABILITY, BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE COMBINED.

Insurance Certificates can be faxed to 212-302-3855 or emailed to Rita@kyrourealitygroup.com.

In order to determine if any damage occurs during your move-in, the common areas will be inspected by the superintendent prior to and following your move. If there is any damage as a result of your move, the cost to repair said damage will be deducted from your move-in deposit.

If your move-in deposit was not paid at closing, it must be delivered to the Office of the Managing Agent one week prior to your scheduled move-in date to the address below.

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

2. Please re-confirm the date and time of your move-in with management the day prior to the actual move-in date.
3. Movers must use the designated elevator only.
4. Management reserves the right to reschedule your move-in at your sole cost and expense, if your moving truck arrives more than three hours late or if you exceed the permissible move-in hours.

Please contact Management with any questions. at (212) 302-1500.
Thank you.

For Office Use Only

Unit Number: # _____

Unit Owner: _____

Contact #: _____

E-mail: _____

Move In Date: _____



NEW YORK CITY Residential Recycling Guide

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

Paper & Cardboard

YES

Newspapers, magazines & catalogs

White or colored paper

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

Smooth cardboard

Cereal and other dry-food boxes, etc.

Paper bags

Flattened cardboard

NO

Plastic- or wax- coated paper

Candy wrappers, take-out containers, etc.

Carbon paper

Heavily soiled paper or cardboard

Hardcover books

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

Metal, Glass & Plastic

YES

Metal cans

Food, aerosol (empty), etc.

Foil wrap & trays

Plastic bottles & jugs

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

-any bottle where the neck is smaller than the body

Glass bottles & jars

Milk and other beverage cartons

Household metal including:

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

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

NO

Motor oil or chemical containers

Styrofoam

Cups, egg cartons, etc.

Food containers

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

Plastic bags, wrap or film

Sandwich wrap, grocery or dry cleaning bags, etc.

Plastic trays or tubs

For microwave, etc.

Plastic utensils, plates, cups, bowls

Plastic appliances, toys, furniture

Lightbulbs

Pane glass

Pump spray nozzles

Caps or lids

Household batteries

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

For more information, call the city information line at 311 or visit the New York City Recycles website at www.ci.nyc.ny.us/html/dos/html/bw_home/index.html

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