

# 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

---

## The 285 West 110<sup>th</sup> 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 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.

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. Please note Market Rate Units are subject to a Right of First Refusal.

1. Purchase Application (enclosed)
2. Executed Contract of Sale (To be provided with application)
3. Financial Statements
4. Last two (2) year's Income tax Returns (include W-2's)
5. Signed Credit Report Release
6. Letter from current landlord/management agent verifying status of tenancy.
7. Letter from current employer verifying salary, position length of employment and likelihood of continued employment.
8. Letter of financial reference
9. Copy of Loan Application & Commitment Letter
10. Rules and Regulations Acknowledgement form
11. Shareholder information form (enclosed)
12. Gym Waiver (enclosed)
13. Move-In Insurance requirement form.
14. New York City: Window Guard/Lead Paint Notice
15. Environmental Easement Granted Pursuant to Article 71, Title 36
16. Of the New York State Environmental Conservation Law (Enclosed)

---

### Schedule of Fees-Due with Application

---

1. Move-in Deposit: \$500.00 certified check or money order, payable to the 285 West 110<sup>th</sup> Condominium. This check will be returned to the purchaser after the move-in is complete. In case of damage to the building, the cost of repairs will be deducted from this deposit.
2. Application Processing Fee: \$750.00 certified check or money order payable to Kyrous Realty Group, Inc. This check is non-refundable.
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 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.

---

**Application: THE 285 WEST 110TH STREET CONDOMINIUM**

# 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

---

## 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.

# 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

---

## 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

\_\_\_\_\_

### CURRENT EMPLOYER INFORMATION:

Relationship \_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

### PREVIOUS EMPLOYER INFORMATION:

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

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

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

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

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

### SPOUSE'S EMPLOYER INFORMATION:

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

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

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

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

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

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

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

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: 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:

---

EMERGENCY CONTACT INFORMATION

---

APPLICANT INFORMATION:

Person to call in the event of an emergency

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

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

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

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

# 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

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/TRA			Unpaid Income Taxes		
401K			Chattel Mortgages		
KEOGH					
Profit Sharing/Pension Plan			Outstanding Credit Card Loans		
Other Assets			Other Debts <i>(itemize)</i>		
<b>TOTAL ASSETS</b>			<b>TOTAL LIABILITIES</b>		
			<b>NET WORTH</b>		
<b>COMBINED ASSETS</b>			<b>COMBINED NET WORTH</b>		

Application: THE 285 WEST 110TH STREET CONDOMINIUM

# 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

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>	

Application: THE 285 WEST 110TH STREET CONDOMINIUM



# 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

## 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 285 WEST 110TH STREET CONDOMINIUM

# 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

---

---

## CREDIT REPORT RELEASE

---

I (we) hereby authorize Kyrous Realty Group, Inc., on behalf of The 285 West 110<sup>th</sup> 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 110<sup>th</sup> 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 285 WEST 110TH STREET CONDOMINIUM

The 285 West 110th Street Condominium  
Unit Owner Information Form

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

Unit #: \_\_\_\_\_

Unit Owner(s) \_\_\_\_\_  
\_\_\_\_\_

Contact Information:

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

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

E-Mail: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Home#/Other: \_\_\_\_\_ Home#/Other: \_\_\_\_\_

Please list all occupants who will be residing in Unit:

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

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

\_\_\_\_\_

Phone Number To Be Used To Be Called From and Lobby:

\_\_\_\_\_

**The 285 West 110<sup>th</sup> Street Condominium  
Addendum to Rules and Regulations**

**Table of Contents**

<b>Section 1.</b>	<b>Purpose, Future Amendment and Conflicts with By-Laws .....</b>	<b>2</b>
<b>Section 2.</b>	<b>Fines.....</b>	<b>2</b>
<b>Section 3.</b>	<b>Selling or Renting a Unit .....</b>	<b>2</b>
<b>Section 4.</b>	<b>Moving and Deliveries .....</b>	<b>4</b>
<b>Section 5.</b>	<b>Notices .....</b>	<b>5</b>
<b>Section 6.</b>	<b>Security .....</b>	<b>5</b>
<b>Section 7.</b>	<b>Insurance .....</b>	<b>5</b>
<b>Section 8.</b>	<b>Alterations .....</b>	<b>6</b>
<b>Section 9.</b>	<b>Smoking and Other Potential Nuisances .....</b>	<b>6</b>
<b>Section 10.</b>	<b>Waste Disposal.....</b>	<b>7</b>
<b>Section 11.</b>	<b>Pets .....</b>	<b>8</b>
<b>Section 12.</b>	<b>Driveway Area Parking .....</b>	<b>8</b>
<b>Section 13.</b>	<b>Fitness Room .....</b>	<b>9</b>
<b>Section 14.</b>	<b>Other Amenity Areas and Private Event Booking.....</b>	<b>9</b>

### **Section 1. Purpose, Future Amendment and Conflicts with By-Laws**

This Addendum has been unanimously approved by the Condominium's Board of Managers (the "Board") and is intended to supplement the Condominium's existing Rules and Regulations. In the event of any inconsistency between this Addendum and the existing Rules and Regulations, this Addendum shall prevail. However, in the event of any inconsistency between this Addendum and the Condominium's By-Laws, the By-Laws shall prevail.

Subject to the provisions of the By-Laws, the existing Rules and Regulations may be amended or added to (as in this Addendum) or repealed at any time by the Board.

The Board reserves the right to rescind, alter, waive or add to, as to one or more or all occupants, any rule or regulation at any time when, in the reasonable judgment of the Board, it may be necessary or desirable for the reputation, safety, character, security, care, appearance or interests (including the preservation of good order and the comfort of Unit Owners, occupants and staff) of the Condominium. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Unit Owner or other occupant shall operate as a rescission, alteration, waiver or addition in respect of any other Unit Owner or any other occupant.

### **Section 2. Fees and Fines**

The By-Laws authorize the Board to establish and assess fees for various services and fines for violations of the Rules and Regulations. Once assessed, any such fee and/or fine shall constitute a Common Charge payable by the relevant Unit Owner. For avoidance of doubt, Unit Owners are responsible for fines caused by their family members, agents, employees, visitors and tenants (as well as by their tenants' family members, agents, employees and visitors). Although the Condominium intends to issue warnings prior to assessing fines whenever possible, it reserves the right to assess immediate fines. The Board will use its reasonable judgment to set fine amounts for violation of rules that do not have a fine schedule already defined elsewhere in this document.

### **Section 3. Selling or Renting a Unit**

Unit Owners desiring to sell their apartments must furnish their broker with a copy of the current Rules and Regulations, including this Addendum. If any such Unit Owner (other than the Sponsor, who shall continue to have the associated rights afforded it under the Offering Plan) and/or their broker desires to hold an "open house," such Unit Owner and/or their broker must coordinate the time and date of the open house with Management. Management must receive requests for weekend open houses no later than the preceding Wednesday. The Board reserves the right to assess a nominal fee equal to the greater of

\$50 and \$25 per hour of open house operation. In the case of Sponsor open houses, the Sponsor and/or its broker will make reasonable best efforts to provide Management with timely advance notice.

Unit Owners desiring to rent their apartments must also furnish their broker with a copy of the current Rules and Regulations, including this Addendum, as well as a copy of the current Lease Application which can be obtained from Management. This Lease Application includes details of various fees and deposits that must be submitted along with the completed application as a prerequisite for approval. Upon commencement of a new lease, the Unit Owner will be assessed a one-time rental fee of \$1,000; provided, however, that such fee shall not be applied to a particular Unit more than once per two-year period. Renewal or extension of an existing lease shall not trigger a fee.

Unless otherwise authorized in writing by the Board, new residential leases must be for a continuous term of 12 months and renewal leases must be for a continuous term of no less than 12 months and no longer than 24 months. For the purposes of the preceding sentence, partial months may be rounded up or disregarded without written authorization. All leases must include a provision requiring the tenant to acknowledge receipt of and agreement to abide by the current Rules and Regulations, including this Addendum. However, Unit Owners will remain jointly responsible for any fines assessed because of violations of such Rules and Regulations by their tenants.

All leases, including renewal leases, are subject to a 20-day Right of First Refusal. So that the Board has sufficient time to evaluate a potential exercise of this Right of First Refusal, completed Lease Application packages for renewal leases must be submitted to Management no less than one month prior to lease expiration. Without special approval by the Board, all lease terms must begin no less than five days following expiration of the Right of First Refusal.

Subleases (the assignment of a lease from a tenant contracting directly with a Unit Owner to a different tenant) are generally not permitted but will be considered by the Board on a case-by-case basis. Such consideration may include requiring a fee for approval.

Lease Application packages shall not be considered completed if the relevant Unit Owner has any outstanding Common Charges. For avoidance of doubt, this means that a Unit Owner with outstanding Common Charges shall not be permitted to lease their unit, including via a renewal lease.

The rules and regulations governing the process for selling and renting units are a critical element of the Condominium's ability to protect the interests of its individual Unit Owners

and residents. Accordingly, violations of any provision of this Section 3 may result in significant fines.

#### **Section 4. Moving and Deliveries**

Regularly sized packages and deliveries will be stored following receipt in the package room behind the lobby front desk. This package room has limited capacity, and residents are therefore expected to retrieve their packages without undue delay. In cases of a resident's extended absence, or after multiple requests to retrieve a package go unanswered, Condominium staff may deliver the package(s) in question to the interior of the recipient's Residential Unit. In the case of packages containing perishable food items, delivery persons will be permitted to make deliveries directly to Residential Units after such delivery person has received approval for such delivery from the Residential Unit Owner.

All moves and deliveries of furniture and/or large appliances must be prescheduled with Management. At least 24 hours prior to such move or delivery, Management must also receive from the moving or delivery company a satisfactory Certificate of Insurance. Protective padding is required in the designated elevator during all such deliveries and moves and will be installed by Condominium staff, who shall also conduct an inspection following such move or delivery to ensure the Condominium's common areas are not damaged. The weight limit for the elevators is posted inside the elevator car and must be strictly observed. "Weight limit" refers to the weight of people and freight combined. For moves and/or deliveries of most large and/or heavy items, Condominium staff may direct tradespeople to use the service door rather than the front lobby door and this direction must be strictly observed. Additionally, common refuse rooms and hallways must not be left cluttered with oversized packaging material or an excessive volume of regularly sized packaging material resulting from any move or delivery. Instead, Condominium staff should be contacted for directions as to how best to dispose of such material.

All move-ins and move-outs shall require a Moving Permit which will be issued by Management upon receipt of the applicable security deposit. The Moving Permit must be shown upon request to any staff member or officer of the Condominium or Management. The security deposit will be held by the Condominium against any damage to the common elements of the building or any cleaning required because of the move. Furthermore, the Board reserves the right to retain a portion or all of the security deposit on account of any violation of the Rules and Regulations, including this Addendum, in connection with the move. Upon completion of the move-in or move-out, the Condominium's common elements will be inspected in accordance with the Moving Permit. Any portion of the security deposit not used to conduct necessary repairs or cleaning or retained on account of violation of the Rules and Regulations will be returned to the person named on the

Moving Permit. Finally, the Condominium reserves the right to stop and to assess fines in connection with moves that do not comply with the Rules and Regulations.

### **Section 5. Notices**

Unit Owners and other residents are required to provide up to date contact information, including a physical mailing address, mobile phone number and email address, to Management. Important building notices can be sent to Unit Owners and other residents through any one or more of these means (postal delivery, SMS text and/or email) and it is the responsibility of the Unit Owner or other resident to review all such notices regardless of their means of delivery.

Comments, requests or other input about either specific maintenance needs or the general management of the building should be directed whenever possible to Management via log-in to the resident website. Any such comments, requests or other input will then be directed to the Superintendent as appropriate and subsequently reviewed by the Board. The Board can be contacted directly at [circacentralparkboard@gmail.com](mailto:circacentralparkboard@gmail.com).

### **Section 6. Security**

Residents are expected to use the two lobby doors for all non-emergency ingress and egress. During doorman breaks, residents should ensure that the lobby door closes behind them without any non-residents entering the building. All delivery persons and visitors should enter the building through the lobby entrance and check in with the doorman, although trades people must then use the service entrance for subsequent ingress and egress and the transportation of materials and tools. In the event a resident uses the service door for emergency egress, they must ensure that the door locks behind them. Doors should never be propped open or left unattended and Unit Owners and other residents are responsible for this action whether on or off the premises; therefore, all contractors and service people should be made aware of this rule. Management should be notified immediately if any exterior or interior common area locks are not functioning properly. The Condominium reserves the right to assess fines in connection with repeated violations of these security guidelines.

### **Section 7. Insurance**

The Condominium is not responsible for personal property and Unit Owners and their tenants shall be individually responsible for insuring their personal property in their respective units and their personal property stored elsewhere in the building as well as their personal liability to the extent not covered by the liability insurance obtained by the Condominium on its own behalf. Upon request, proof of adequate content and liability



insurance must be sent to Management. The Condominium reserves the right to assess fines if such proof is not provided within a reasonable time of so being requested.

### **Section 8. Alterations**

Any Unit Owner or tenant who desires to make any changes to the structure of his/her Unit, such as modifying bathrooms, removing or adding walls or having work performed on the electrical, plumbing, HVAC, or other systems, is required to notify and receive permission from the Board in advance of commencing any such work. To apply for permission, the Unit Owner or tenant must agree to the Condominium Alteration Policy and submit to the Board a signed copy of the Condominium Alteration Agreement along with all required deposits, fees and paperwork as outlined in said Policy and Agreement. The Condominium Alteration Policy and the Condominium Alteration Agreement are available upon request from Management and are incorporated by reference into the Rules and Regulations. Without the prior written permission of the Board, no renovations are permitted which will change the exterior appearance of the building, including, but not limited to, windows or HVAC units or vents, or affect the structural integrity of the building. Venting of any type of appliance to the exterior of the building is not permitted.

Construction, repair or any type of work which might cause disturbing noises may only be conducted between the working hours of Monday to Friday, 9:00 a.m. to 5:00 p.m., or upon prior approval of Management.

The rules and regulations governing alterations are a critical element of the Condominium's ability to protect the interests of its individual Unit Owners and residents. Accordingly, violations of any provision of this Section 8 may result in significant fines.

No lobby or landing shall be decorated or otherwise altered without the consent in writing of the Board.

### **Section 9. Smoking and Other Potential Nuisances**

Smoking is prohibited in the entire Condominium (including inside of individual Residential Units and all Common Elements) as well as in outdoor areas within 25 feet of any entrance to or egress from the Condominium, including the entirety of the driveway area and the adjacent tree pits. 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, heated or smoldering cigar, cigarette, electronic cigarette, herbal cigarette, non-tobacco smoking product, water pipe, vaping device, pipe or any form of lighted object or device which contains tobacco or similar flammable substances.

After one warning (including those warnings received by certain residents prior to the approval of this Addendum), violations of this smoking policy will result in fines of no less than \$50, with escalating fines at the Board's discretion for repeated violations.

In addition, no Unit Owner or their tenant(s) shall use or permit to be used any product that would reasonably be expected to create offensive or objectionable odors that will disturb any other Unit Owner or tenant.

### **Section 10. Waste Disposal**

When disposing of garbage down the trash chute, everything should first be placed into durable plastic or similarly durable alternative-plastic garbage bags that have been securely fastened at the top. Wet and/or particularly dirty garbage, such as cat litter, should be enclosed in containers that will not tear on the way down the chute and/or double-bagged. If the trash chute is backed up with trash, Management and Condominium staff should be notified immediately.

Recycling of newspapers, cans, glass, plastic and certain other materials is required by law as illustrated in the placards placed in each trash room. Cans, plastic and glass, including all take-out containers, must be washed prior to placing them in the correct container to avoid odors and insects. Glass containers may never be thrown into the trash chute, and broken glass must be wrapped securely and clearly marked as "Broken Glass" to avoid injury to those responsible for pick-up and disposal. Cardboard boxes must be broken down and flattened to not overwhelm the limited space in the trash room.

If Unit Owners or tenants have large items for removal such as old furniture, appliances or carpeting, they should contact Management and/or Condominium staff for appropriate guidance. Large items meant to be discarded must never be placed outside trash room doors or in the stairwells, and trash room doors should be kept closed at all times.

Fats of any kind, liquid or solid, and fibrous vegetables must not be put into your sink, as doing so causes pipes to clog which in turn causes sink back-ups.

Unit Owners and tenants are responsible for these garbage disposal and recycling actions in connection with their unit at all times and whether on or off the premises; therefore, all family members, agents, employees and visitors should be made aware of these rules.

The garbage disposal and recycling actions taken by individual Unit Owners can have a significant quality-of-life and financial impact on other Unit Owners in the form of reduced building-wide cleanliness, increased overtime and hazard pay for staff and potential fines from the Department of Sanitation. As a result, repeated violations of these waste disposal rules may be subject to fines.

## **Section 11. Pets**

Management must be notified in advance if a Unit Owner or tenant intends to have a new pet in their apartment. At no time shall animals or pets be permitted in any of the public portions of the Condominium unless carried or on a leash. Pets must not be allowed to relieve themselves on the building or in common areas, and pet owners must clean up after their pets on patios, outside garden apartment areas and in front of the building entrances. Pet owners should inform the Superintendent if, after walking their pet, it inadvertently tracks outside material onto the lobby and/or hall carpeting. Additionally, should an "accident" occur in the lobby, elevator or public hallway, Unit Owners and/or their tenants must clean up after their pet.

The behavior of pet owners with respect to their pets and of the pets themselves can have a significant quality-of-life impact on other Unit Owners in the form of reduced building-wide cleanliness as well as potential safety concerns. As a result, repeated violations of the rules related to keeping pets in the building may be subject to fines.

In addition, any Unit Owner who allows a pet or pets to reside in their apartment is obligated to enter into an agreement, in a form satisfactory to the Condominium, indemnifying it from all claims and expenses resulting from the acts and behavior of such pet(s). Failure to sign and return such agreement promptly upon request could expose the Condominium (and indirectly other Unit Owners) to financial and legal liability and, as a result, may result in significant fines.

## **Section 12. Driveway Area**

Although technically part of the public street, the circular driveway area immediately in front of the building's main entrance is intended to be accessible to all Residential Unit Owners for picking up and dropping off passengers and packages. So that it continues to be accessible for this intended use, it is important that the driveway area remains clear of parked vehicles, which also have the deleterious effect of preventing important building service providers from having timely access during emergencies and delaying third-party deliveries.

The Board has established the following guidelines for appropriate use of the driveway area: (1) cars must not be left for more than 30 minutes, (2) if leaving a car unattended, it must be positioned to not block others who may require access and/or passage, (3) the doorman on duty must be notified of the unattended car, how long it will be left for and an active contact number and (4) any guests must be informed of these same guidelines, including the need to leave a contact number with the doorman on duty. Unit Owners are

responsible for the parking actions of their family members, agents, employees, visitors and tenants (as well as their tenants' family members, agents, employees and visitors).

Building staff keeps a log of parking activity and repeated offenses, particularly those of extended length, will be subject to fines.

### **Section 13. Fitness Room**

Unit Owners and residents using the fitness room must abide by all applicable rules. Fitness room rules may change from time to time and can be referenced via log-in to the resident website. Anyone using the fitness room, including primary residents and, if applicable and subject to the fitness room rules, their minor children and athletic trainers, must have on file with Management a signed waiver form. Persons using the fitness room without having signed the waiver form expose the Condominium to significant potential liability, and therefore failure to return the form within a reasonable timeframe may subject a Unit Owner or other fitness room user to fines and/or the loss of access privileges.

### **Section 14. Other Amenity Areas and Private Event Booking**

Unit Owners and residents using the other amenity spaces (Rooftop, Residents' Lounge, Playroom, Computer Room and Tween Room) must abide by all applicable rules. These rules may change from time to time and can be referenced via log-in to the resident website. As a general matter, these spaces are all intended for community use and therefore should be treated with care and consideration, including by cleaning up after oneself and by refraining from monopolizing any space for private activities. If these spaces or their furnishings are damaged through careless misuse, the required repair and/or replacement costs may be assessed to the relevant Unit Owner as an addition to Common Charges. Unit Owners are responsible for the actions of their family members, agents, employees, visitors and tenants (as well as their tenants' family members, agents, employees and visitors).

The Rooftop and Residents' Lounge each may be reserved for private functions upon approval by Management. Management will endeavor to approve all private functions that satisfy the building's requirements but reserves the right to limit the number and frequency of such events if in its reasonable judgment the failure to do so would unduly affect other residents.

To reserve either the Rooftop or the Residents' Lounge, a resident Unit Owner or their tenant must submit to Management a completed Private Function Application form no less than one week prior to the requested event date. This form must be accompanied by a non-refundable usage fee, a refundable security deposit and a signed agreement by the applicant to abide by all applicable rules. The Private Function Application form, the

amounts of the usage fee and security deposit and the applicable rules may all change from time to time and can be referenced via log-in to the resident website. Failure to abide by all applicable rules can result in forfeiture of the security deposit, and the required repair and/or replacement costs of actual damages not covered by the remaining security deposit may be assessed to the relevant Unit Owner as an addition to Common Charges. For avoidance of doubt, an approved Private Function Application form for either the Rooftop or the Residents' Lounge, as the case may be, shall apply to that approved space only and shall not extend to any other of the amenity spaces.

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

---

The 285 West 110<sup>th</sup> Street Condominium.- Letter to Board of Managers

The Board of Managers  
The 285 West 110<sup>th</sup> Condominium  
285 West 110<sup>th</sup> Street  
New York, NY 10026

Re: The 285 West 110<sup>th</sup> 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 110<sup>th</sup> Street Condominium.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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](mailto:carine@kyrousrealtygroup.com) or left at the front desk. Please note that after July 14<sup>th</sup>, 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 head phones, 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

The 285 West 110th Street Condominium  
MOVE-IN PROCEDURES

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

Please note that move-ins are permitted Monday thru Friday between the hours of 9:00 a.m. until 4:30 p.m.

No weekend or holiday move-ins are permitted.

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 Kyrous 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@kyrousrealtygroup.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 38<sup>th</sup> 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: \_\_\_\_\_

The 285 West 110th Street Condominium  
c/o Kyrus Realty Group, Inc.  
263 West 38<sup>th</sup> Street, Suite #15E  
New York, NY 10018-5851

RETURN  
THIS COPY

### ANNUAL NOTICE

#### PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS

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

#### Peeling Lead Paint

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

- You must notify your landlord in writing if a child under 6 comes to live with you during the year.
- If a child under 6 lives with you, your landlord must inspect your apartment and provide you with the results of these paint inspections.
- 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<sup>1</sup>/<sub>2</sub> 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**

**The 285 West 110th Street Condominium**  
 c/o Kyrour Realty Group, Inc.  
 263 West 38<sup>th</sup> 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**

**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.

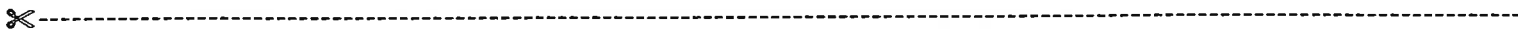
**Window Guards**

**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<sup>1</sup>/<sub>2</sub> 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**



## 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**

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.

### NO

**Plastic- or wax- coated paper**  
Candy wrappers, take-out containers, etc.

**Carbon paper**

**Heavily soiled paper or cardboard**

**Hardcover books**

## Metal, Glass & Plastic

### YES

**Metal cans**

Food, aerosol (empty), etc.

**Foil wrap & trays**

**Plastic bottles & jugs**

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

-any bottle where the neck is smaller than the body

**Glass bottles & jars**

**Milk and other beverage cartons**

**Household metal including:**

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

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

### NO

**Motor oil or chemical containers**

**Styrofoam**

Cups, egg cartons, etc.

**Food containers**

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

**Plastic bags, wrap or film**

Sandwich wrap, grocery or dry cleaning bags, etc.

**Plastic trays or tubs**

For microwave, etc.

**Plastic utensils, plates, cups, bowls**

**Plastic appliances, toys, furniture**

**Lightbulbs**

**Pane glass**

**Pump spray nozzles**

**Caps or lids**

**Household batteries**

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

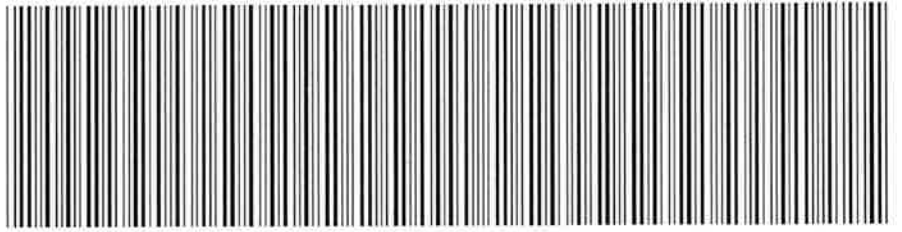
For more information, call the city information line at 311 or visit the New York City Recycles website at [www.ci.nyc.ny.us/html/dos/html/bw\\_home/index.html](http://www.ci.nyc.ny.us/html/dos/html/bw_home/index.html)

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

Natural Resources Defense Council  
40 West 20th Street, New York, NY 10011 | 212 727-2700  
[www.nrdc.org](http://www.nrdc.org)

**NYC DEPARTMENT OF FINANCE  
OFFICE OF THE CITY REGISTER**

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



2015102200095001001EF16B

**RECORDING AND ENDORSEMENT COVER PAGE**

**PAGE 1 OF 10**

**Document ID: 2015102200095001**

Document Date: 10-09-2015

Preparation Date: 11-05-2015

Document Type: EASEMENT

Document Page Count: 9

**PRESENTER:**

CHICAGO TITLE INSURANCE CO. (PICK-UP)  
711 THIRD AVE, 5TH FLOOR  
CT15-80110-NY (MAF)  
NEW YORK, NY 10017  
212-880-1200  
CTINYRECORDING@CTT.COM

**RETURN TO:**

CHICAGO TITLE INSURANCE CO. (PICK-UP)  
ARTIMUS  
316 WEST 118TH STREET  
NEW YORK, NY 10026  
Attn: Benjamin Kursman

**PROPERTY DATA**

Borough	Block	Lot	Unit	Address
MANHATTAN	1826	1	Entire Lot	2040 FREDERICK DOUGLAS BOULEVARD
<b>Property Type:</b> NON-RESIDENTIAL VACANT LAND Easement				

**CROSS REFERENCE DATA**

CRFN \_\_\_\_\_ or DocumentID \_\_\_\_\_ or \_\_\_\_\_ Year \_\_\_\_\_ Reel \_\_\_\_\_ Page \_\_\_\_\_ or File Number \_\_\_\_\_

**PARTIES**

**GRANTOR/SELLER:**

CRESCENT 110 EQUITIES, LLC  
316 WEST 118TH STREET  
NEW YORK, NY 10026

**GRANTEE/BUYER:**

THE PEOPLE OF THE STATE OF NEW YORK  
DEPARTMENT OF ENVIRONMENTAL  
CONSERVATION, 625 BROADWAY  
ALBANY, NY 12233

**FEES AND TAXES**

**Mortgage :**

Mortgage Amount: \$ 0.00

Taxable Mortgage Amount: \$ 0.00

Exemption:

TAXES: County (Basic): \$ 0.00

City (Additional): \$ 0.00

Spec (Additional): \$ 0.00

TASF: \$ 0.00

MTA: \$ 0.00

NYCTA: \$ 0.00

Additional MRT: \$ 0.00

**TOTAL:** \$ 0.00

Recording Fee: \$ 82.00

Affidavit Fee: \$ 0.00

Filing Fee:

\$ 100.00

NYC Real Property Transfer Tax:

\$ 0.00

NYS Real Estate Transfer Tax:

\$ 0.00

**RECORDED OR FILED IN THE OFFICE  
OF THE CITY REGISTER OF THE**

**CITY OF NEW YORK**

Recorded/Filed 11-16-2015 12:36

City Register File No.(CRFN):

2015000406309



*Annette McHill*

*City Register Official Signature*



B: 1826  
L: 1

CT15-80110-NY

ENVIRONMENTAL EASEMENT GRANTED PURSUANT TO ARTICLE 71, TITLE 36  
OF THE NEW YORK STATE ENVIRONMENTAL CONSERVATION LAW

M

**THIS INDENTURE** made this <sup>as of</sup> 9th day of October 2015, between Owner(s) Crescent 110 Equities, LLC, having an office at 316 West 118th Street, New York, New York 10026, County of New York, State of New York (the "Grantor"), and The People of the State of New York (the "Grantee."), acting through their Commissioner of the Department of Environmental Conservation (the "Commissioner", or "NYSDEC" or "Department" as the context requires) with its headquarters located at 625 Broadway, Albany, New York 12233,

**WHEREAS**, the Legislature of the State of New York has declared that it is in the public interest to encourage the remediation of abandoned and likely contaminated properties ("sites") that threaten the health and vitality of the communities they burden while at the same time ensuring the protection of public health and the environment; and

**WHEREAS**, the Legislature of the State of New York has declared that it is in the public interest to establish within the Department a statutory environmental remediation program that includes the use of Environmental Easements as an enforceable means of ensuring the performance of operation, maintenance, and/or monitoring requirements and the restriction of future uses of the land, when an environmental remediation project leaves residual contamination at levels that have been determined to be safe for a specific use, but not all uses, or which includes engineered structures that must be maintained or protected against damage to perform properly and be effective, or which requires groundwater use or soil management restrictions; and

**WHEREAS**, the Legislature of the State of New York has declared that Environmental Easement shall mean an interest in real property, created under and subject to the provisions of Article 71, Title 36 of the New York State Environmental Conservation Law ("ECL") which contains a use restriction and/or a prohibition on the use of land in a manner inconsistent with engineering controls which are intended to ensure the long term effectiveness of a site remedial program or eliminate potential exposure pathways to hazardous waste or petroleum; and

**WHEREAS**, Grantor, is the owner of real property located at the address of 2040 Frederick Douglas Boulevard in the City of New York, County of New York and State of New York, known and designated on the tax map of the New York City Department of Finance as tax map parcel number: Block 1826 Lot 1, being the same as that property conveyed to Grantor by deed dated December 18, 2013 and recorded in the City Register of the City of New York in CRFN #2014000024658. The property subject to this Environmental Easement (the "Controlled Property") comprises approximately 0.310 +/- acres, and is hereinafter more fully described in the Land Title Survey dated May 4, 2015 prepared by Montrose Surveying Co., LLP, which will be attached to the Site Management Plan. The Controlled Property description is set forth in and attached hereto as Schedule A; and

**WHEREAS**, the Department accepts this Environmental Easement in order to ensure the protection of public health and the environment and to achieve the requirements for remediation established for the Controlled Property until such time as this Environmental Easement is

extinguished pursuant to ECL Article 71, Title 36; and

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and the terms and conditions of Brownfield Cleanup Agreement Index Number: C231087-04-14, Grantor conveys to Grantee a permanent Environmental Easement pursuant to ECL Article 71, Title 36 in, on, over, under, and upon the Controlled Property as more fully described herein ("Environmental Easement")

1. Purposes. Grantor and Grantee acknowledge that the Purposes of this Environmental Easement are: to convey to Grantee real property rights and interests that will run with the land in perpetuity in order to provide an effective and enforceable means of encouraging the reuse and redevelopment of this Controlled Property at a level that has been determined to be safe for a specific use while ensuring the performance of operation, maintenance, and/or monitoring requirements; and to ensure the restriction of future uses of the land that are inconsistent with the above-stated purpose.

2. Institutional and Engineering Controls. The controls and requirements listed in the Department approved Site Management Plan ("SMP") including any and all Department approved amendments to the SMP are incorporated into and made part of this Environmental Easement. These controls and requirements apply to the use of the Controlled Property, run with the land, are binding on the Grantor and the Grantor's successors and assigns, and are enforceable in law or equity against any owner of the Controlled Property, any lessees and any person using the Controlled Property.

A. (1) The Controlled Property may be used for:

**Restricted Residential as described in 6 NYCRR Part 375-1.8(g)(2)(ii),  
Commercial as described in 6 NYCRR Part 375-1.8(g)(2)(iii) and Industrial  
as described in 6 NYCRR Part 375-1.8(g)(2)(iv)**

(2) All Engineering Controls must be operated and maintained as specified in the Site Management Plan (SMP);

(3) All Engineering Controls must be inspected at a frequency and in a manner defined in the SMP;

(4) The use of groundwater underlying the property is prohibited without necessary water quality treatment as determined by the NYSDOH or the New York City Department of Health and Mental Hygiene to render it safe for use as drinking water or for industrial purposes, and the user must first notify and obtain written approval to do so from the Department;

(5) Groundwater and other environmental or public health monitoring must be performed as defined in the SMP;

(6) Data and information pertinent to Site Management of the Controlled Property must be reported at the frequency and in a manner defined in the SMP;

(7) All future activities on the property that will disturb remaining contaminated material must be conducted in accordance with the SMP;

(8) Monitoring to assess the performance and effectiveness of the remedy must be performed as defined in the SMP;

(9) Operation, maintenance, monitoring, inspection, and reporting of any mechanical or physical components of the remedy shall be performed as defined in the SMP;

(10) Access to the site must be provided to agents, employees or other representatives of the State of New York with reasonable prior notice to the property owner to assure compliance with the restrictions identified by this Environmental Easement.

B. The Controlled Property shall not be used for Residential purposes as defined in 6NYCRR 375-1.8(g)(2)(i), and the above-stated engineering controls may not be discontinued without an amendment or extinguishment of this Environmental Easement.

C. The SMP describes obligations that the Grantor assumes on behalf of Grantor, its successors and assigns. The Grantor's assumption of the obligations contained in the SMP which may include sampling, monitoring, and/or operating a treatment system, and providing certified reports to the NYSDEC, is and remains a fundamental element of the Department's determination that the Controlled Property is safe for a specific use, but not all uses. The SMP may be modified in accordance with the Department's statutory and regulatory authority. The Grantor and all successors and assigns, assume the burden of complying with the SMP and obtaining an up-to-date version of the SMP from:

Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, New York 12233  
Phone: (518) 402-9553

D. Grantor must provide all persons who acquire any interest in the Controlled Property a true and complete copy of the SMP that the Department approves for the Controlled Property and all Department-approved amendments to that SMP.

E. Grantor covenants and agrees that until such time as the Environmental Easement is extinguished in accordance with the requirements of ECL Article 71, Title 36 of the ECL, the property deed and all subsequent instruments of conveyance relating to the Controlled Property shall state in at least fifteen-point bold-faced type:

**This property is subject to an Environmental Easement held by the New York State Department of Environmental Conservation**

pursuant to Title 36 of Article 71 of the Environmental Conservation Law.

F. Grantor covenants and agrees that this Environmental Easement shall be incorporated in full or by reference in any leases, licenses, or other instruments granting a right to use the Controlled Property.

G. Grantor covenants and agrees that it shall, at such time as NYSDEC may require, submit to NYSDEC a written statement by an expert the NYSDEC may find acceptable certifying under penalty of perjury, in such form and manner as the Department may require, that:

(1) the inspection of the site to confirm the effectiveness of the institutional and engineering controls required by the remedial program was performed under the direction of the individual set forth at 6 NYCRR Part 375-1.8(h)(3).

(2) the institutional controls and/or engineering controls employed at such site:  
(i) are in-place;  
(ii) are unchanged from the previous certification, or that any identified changes to the controls employed were approved by the NYSDEC and that all controls are in the Department-approved format; and

(iii) that nothing has occurred that would impair the ability of such control to protect the public health and environment;

(3) the owner will continue to allow access to such real property to evaluate the continued maintenance of such controls;

(4) nothing has occurred that would constitute a violation or failure to comply with any site management plan for such controls;

(5) the report and all attachments were prepared under the direction of, and reviewed by, the party making the certification;

(6) to the best of his/her knowledge and belief, the work and conclusions described in this certification are in accordance with the requirements of the site remedial program, and generally accepted engineering practices; and

(7) the information presented is accurate and complete.

3. Right to Enter and Inspect. Grantee, its agents, employees, or other representatives of the State may enter and inspect the Controlled Property in a reasonable manner and at reasonable times to assure compliance with the above-stated restrictions.

4. Reserved Grantor's Rights. Grantor reserves for itself, its assigns, representatives, and successors in interest with respect to the Property, all rights as fee owner of the Property, including:

A. Use of the Controlled Property for all purposes not inconsistent with, or limited by the terms of this Environmental Easement;

B. The right to give, sell, assign, or otherwise transfer part or all of the underlying fee interest to the Controlled Property, subject and subordinate to this Environmental Easement;

5. Enforcement

A. This Environmental Easement is enforceable in law or equity in perpetuity by Grantor, Grantee, or any affected local government, as defined in ECL Section 71-3603, against the owner of the Property, any lessees, and any person using the land. Enforcement shall not be defeated because of any subsequent adverse possession, laches, estoppel, or waiver. It is not a defense in any action to enforce this Environmental Easement that: it is not appurtenant to an interest in real property; it is not of a character that has been recognized traditionally at common law; it imposes a negative burden; it imposes affirmative obligations upon the owner of any interest in the burdened property; the benefit does not touch or concern real property; there is no privity of estate or of contract; or it imposes an unreasonable restraint on alienation.

B. If any person violates this Environmental Easement, the Grantee may revoke the Certificate of Completion with respect to the Controlled Property.

C. Grantee shall notify Grantor of a breach or suspected breach of any of the terms of this Environmental Easement. Such notice shall set forth how Grantor can cure such breach or suspected breach and give Grantor a reasonable amount of time from the date of receipt of notice in which to cure. At the expiration of such period of time to cure, or any extensions granted by Grantee, the Grantee shall notify Grantor of any failure to adequately cure the breach or suspected breach, and Grantee may take any other appropriate action reasonably necessary to remedy any breach of this Environmental Easement, including the commencement of any proceedings in accordance with applicable law.

D. The failure of Grantee to enforce any of the terms contained herein shall not be deemed a waiver of any such term nor bar any enforcement rights.

6. Notice. Whenever notice to the Grantee (other than the annual certification) or approval from the Grantee is required, the Party providing such notice or seeking such approval shall identify the Controlled Property by referencing the following information:

County, NYSDEC Site Number, NYSDEC Brownfield Cleanup Agreement, State Assistance Contract or Order Number, and the County tax map number or the Liber and Page or computerized system identification number.

Parties shall address correspondence to:      Site Number: C231087  
Office of General Counsel  
NYSDEC  
625 Broadway  
Albany New York 12233-5500

With a copy to:                                      Site Control Section  
Division of Environmental Remediation  
NYSDEC  
625 Broadway  
Albany, NY 12233

All notices and correspondence shall be delivered by hand, by registered mail or by Certified mail and return receipt requested. The Parties may provide for other means of receiving and

communicating notices and responses to requests for approval.

7. Recordation. Grantor shall record this instrument, within thirty (30) days of execution of this instrument by the Commissioner or her/his authorized representative in the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

8. Amendment. Any amendment to this Environmental Easement may only be executed by the Commissioner of the New York State Department of Environmental Conservation or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

9. Extinguishment. This Environmental Easement may be extinguished only by a release by the Commissioner of the New York State Department of Environmental Conservation, or the Commissioner's Designee, and filed with the office of the recording officer for the county or counties where the Property is situated in the manner prescribed by Article 9 of the Real Property Law.

10. Joint Obligation. If there are two or more parties identified as Grantor herein, the obligations imposed by this instrument upon them shall be joint and several.

**Remainder of Page Intentionally Left Blank**

IN WITNESS WHEREOF, Grantor has caused this instrument to be signed in its name.

Crescent 110 Equities, LLC:

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

*[Handwritten Signature]*  
Robert Ezrapour  
Manager 9/30/2015

**Grantor's Acknowledgment**

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF New York )

On the 30 day of September, in the year 2015, before me, the undersigned, personally appeared Robert Ezrapour, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies); and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

*[Handwritten Signature]*  
Notary Public - State of New York

JULIE TRAPINI  
Notary Public, State of New York  
Registration No. 01TR6292053  
Qualified in New York County  
Commission Expires Oct. 28, 2017

**SEAL**





**SCHEDULE "A" PROPERTY DESCRIPTION**

Tax Block 1826, Tax Lot 1 (0.31001 Acre)

ALL that certain plot, piece or parcel of land situate, lying and being in the Borough of Manhattan, City and State of New York, being known and designated as Block 1826, Lot 1, on the tax map dated March 17, 1975, for the Borough of Manhattan, more particularly bounded and described as follows:

BEGINNING at the corner formed by the intersection of the southerly side of One Hundred Eleventh Street with the easterly side of Eighth Avenue;

RUNNING THENCE southerly along the easterly side of Eighth Avenue 72 feet 10 inches to the intersection of the easterly side of Eighth Avenue with the northerly side of Frederick Douglass Circle;

THENCE along said Frederick Douglass Circle in a southerly direction on a curve to the right with a radius of 142 feet and a central angle of 64 degrees 41 minutes 31 seconds, a distance of 160 feet 4 inches per deed (160.333 feet per survey) to the northerly side of Cathedral Parkway;

THENCE easterly along said side of Cathedral Parkway a/k/a Central Park North and 110<sup>th</sup> Street a distance of 9 feet and 8 and  $\frac{3}{4}$  inches;

THENCE RUNNING northerly and at right angles to the last described line a distance of 171 feet 10 inches to the southerly side of West 111th Street;

THENCE RUNNING westerly along said side of west 111th Street a distance of 125 feet to the point or place of BEGINNING.