

# KYROUS REALTY GROUP, INC.

263 West 38<sup>th</sup> Street ♦ Suite 15E ♦ New York, NY 10018

Phone: 212.302.1500 ♦ Fax: 212.302.3855

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## **The 21 Jay 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 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.

1. Purchase Application (enclosed)
2. Executed Contract of Sale (To be provided with Application)
3. Signed Federal Tax returns for two years
4. Letter from employer (CPA if self –employed) verifying your position and salary
5. If financing, purchaser must submit a copy of the commitment letter
6. Acknowledgement of Rules and Regulation, By-Laws and Move-In Policies
7. Signed lead paint disclosure, window guard from and carbon monoxide affidavit
8. Signed Credit Report/Criminal Report Release (enclosed)
9. Notice of intent to Sell form (Enclosed)

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### **Schedule of Fees–Due with Application**

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1. **Refundable Move–in Deposit:** The purchaser will pay \$2,500.00 Check payable to 21 Jay Street Condominium; this is refundable, provided there is no damage to the building elevator or common areas after the move –in.
2. **Refundable Move–out Deposit:** The seller will pay \$2,500.00 Check payable to 21 Jay Street Condominium. This is refundable, provided there is no damage to the building elevator or common areas after the move –out.
3. **Application Processing Fee:** \$900.00 certified check or money order payable to Kyrous Realty Group, Inc.
4. **Credit Check Fee:** \$150.00 per applicant. This check is non-refundable and made payable to Kyrous Realty Group, Inc. This check must be certified check or money order.

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. A minimum of five to ten days to process your application and the Board of managers a minimum of two weeks to review. You will be notified if an interview is be scheduled.

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## Applicant Information

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Name(s): \_\_\_\_\_

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

\_\_\_\_\_

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

Present

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

\_\_\_\_\_

### BROKER INFORMATION:

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

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

Years at this address: \_\_\_\_\_

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

Do you own your present residence?

Yes  No

### CURRENT EMPLOYER INFORMATION:

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

SS#: \_\_\_\_\_

Business

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

SS#: \_\_\_\_\_

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

Apartment to be occupied by:

Applicant(s)  Yes  No

### PREVIOUS EMPLOYER INFORMATION:

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

Occupants \_\_\_\_\_

Business

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

Relationship \_\_\_\_\_

### SPOUSE'S EMPLOYER INFORMATION:

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

Business

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

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

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

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

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

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

**ATTORNEY INFORMATION:**

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

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

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

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

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

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

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

KYROUS REALTY GROUP, INC.

**Applicant Information**

Page 2 of 4

*-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: \_\_\_\_\_

Application: 21 Jay Street Condominium

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

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

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**PERSONAL & BUSINESS REFERENCES**

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**PERSONAL REFERENCE#1:**

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

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

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

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

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

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

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

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

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

**BUSINESS REFERENCES**

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

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

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

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

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

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

**PERSONAL REFERENCE#2:**

KYROUS REALTY GROUP, INC.

**Applicant Information**

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**FINANCIAL REFERENCES**

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**PERSONAL ACCOUNTS: CHECKING**

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

**PERSONAL ACCOUNTS: CHARGE CARD#1**

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

Account No: \_\_\_\_\_

Account No: \_\_\_\_\_

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

Exp. Date: \_\_\_\_\_

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**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: \_\_\_\_\_

\_\_\_\_\_

KYROUS REALTY GROUP, INC.

**Applicant Information**

**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: \_\_\_\_\_

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**EMERGENCY CONTACT INFORMATION**

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**APPLICANT INFORMATION:**

Person to call in the event of an emergency

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

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

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

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

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

Application: 21 Jay Street Condominium

# KYROUS REALTY GROUP, INC.

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SOURCE OF INCOME	Applicant	Co-Applicant	CONTINGENT LIABILITIES	Applicant	Co-Applicant
Base Salary			Endorser or Co-maker on Notes		
Overtime Wages			Alimony Payments (Annual)		
\$Bonus & Commissions			Child Support		
\$Dividends and Interest Income			Defendant in any legal action?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Other Income ( <i>itemize</i> )			Any unsatisfied judgments	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>TOTAL</b>			Ever filed for bankruptcy	Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>COMBINED TOTAL</b>			<b>Explain</b>		

PROJECTED COMBINED MONTHLY EXPENSES	Applicants
Maintenance	
Apartment Financing	
Other Mortgages	
Bank Loans	
Auto Loan	
<b>TOTAL</b>	



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## SCHEDULE OF STOCKS AND BONDS

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

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## SCHEDULE OF REAL ESTATE

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Description	Cost	Actual Value	Mortgage Amount	Maturity Date

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## SCHEDULED OF NOTES PAYABLE

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Specify any assets pledged as collateral, including the liabilities they secure:

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Application: 21 Jay Street Condominium

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: \_\_\_\_\_

**21 Jay Street**  
 c/o Kyrus Realty Group, Inc.  
 263 West 38<sup>th</sup> Street, Suite #15E  
 New York, NY 10018-5851

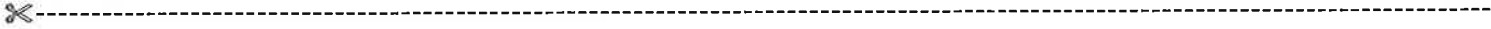
**RETURN  
THIS COPY**

**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.**

<b>Peeling Lead Paint</b>	<b>Window Guards</b>
<p><b>By law</b>, your landlord is required to inspect your apartment for peeling paint and other lead paint hazards at least once a year if a child under 6 years of age (5 years or younger) lives with you.</p> <ul style="list-style-type: none"> <li>• You must notify your landlord in writing if a child under 6 comes to live with you during the year.</li> <li>• If a child under 6 lives with you, your landlord must inspect your apartment and provide you with the results of these paint inspections.</li> <li>• Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards.</li> <li>• <b><i>Always report peeling paint to your landlord. Call 311 if your landlord does not respond.</i></b></li> </ul>	<p><b>By law</b>, your landlord is required to install window guards in all your windows if a child under 11 years of age (10 years or younger) lives with you, OR if you request them (even if no children live with you).</p> <ul style="list-style-type: none"> <li>• <b>It is against the law</b> for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed.</li> <li>• Window guards must be installed so there is no space greater than 4<sup>1</sup>/<sub>2</sub> inches above or below the guard, on the side of the guard, or between the bars.</li> <li>• 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.</li> </ul>
<p>These requirements apply to buildings with 3 or more apartments built before 1960. They also apply to buildings built between 1960 and 1978 if the landlord knows that lead paint is present.</p>	<p>These requirements apply to all buildings with 3 or more apartments, regardless of when they were built.</p>

**Complete the bottom part of this form and return it to your management company.**



Please check **all** boxes that apply

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

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

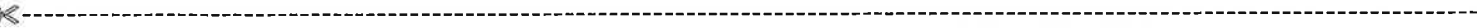
**Deadline for return: February 15, 2020**  
**Return form to: Kyrus Realty Group. Call 311 for more information on preventing lead poisoning and window falls.**  
**DOHMH-approved: October 20, 2018**

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

**KEEP  
THIS COPY**

<b>ANNUAL NOTICE</b>	
<b>PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS</b>	
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<p style="text-align: center;"><b>Peeling Lead Paint</b></p> <p><b>By law</b>, your landlord is required to inspect your apartment for peeling paint and other lead paint hazards at least once a year if a child under 6 years of age (5 years or younger) lives with you.</p> <ul style="list-style-type: none"> <li>• You must notify your landlord in writing if a child under 6 comes to live with you during the year.</li> <li>• If a child under 6 lives with you, your landlord must inspect your apartment and provide you with the results of these paint inspections.</li> <li>• Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards.</li> <li>• <b><i>Always report peeling paint to your landlord. Call 311 if your landlord does not respond.</i></b></li> </ul>	<p style="text-align: center;"><b>Window Guards</b></p> <p><b>By law</b>, your landlord is required to install window guards in all your windows if a child under 11 years of age (10 years or younger) lives with you, OR if you request them (even if no children live with you).</p> <ul style="list-style-type: none"> <li>• <b>It is against the law</b> for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed.</li> <li>• Window guards must be installed so there is no space greater than 4<sup>1</sup>/<sub>2</sub> inches above or below the guard, on the side of the guard, or between the bars.</li> <li>• <b>ONLY</b> windows that open to fire escapes, and one window in each first floor apartment when there is a fire escape on the outside of the building, are legally exempt from this requirement.</li> </ul>
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***Complete the bottom part of this form and return it to your management company.***



Please check **all** boxes that apply

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

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

Window guards are installed in all windows as required.

Window guards need repair.

Window guards are NOT installed in all windows as required.

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

I want window guards installed anyway.

I have window guards, but they need repair.

---

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

**Deadline for return: February 15, 2020**  
**Return form to: Kyrour Realty Group. Call 311 for more information on preventing lead poisoning and window falls.**  
**DOHMH-approved: October 20, 2018**

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## Carbon Monoxide Affidavit

State of New York )  
County of New York)

The undersigned being duly sworn, deposes and affirms as follows:

1. The undersigned (hereinafter, "the Grantor") is owner of

\_\_\_\_\_ ,

New York, \_\_\_\_\_ (hereinafter, the "Premises") which this day

we are conveying to \_\_\_\_\_ .

2. The Grantor is in compliance with Section 3789 (5) (d) of the Executive Law in that an operative carbon monoxide detection device has been installed in the Premises.

\_\_\_\_\_  
(Seller)

\_\_\_\_\_  
(Date)

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## **CREDIT REPORT RELEASE**

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I (we) hereby authorize Kyrus Realty Group, Inc., on behalf of **21 Jay 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 Kyrus Realty Group, Inc. and **21 Jay 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:** \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
**Applicant Signature**

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Application: 21 Jay Street Condominium

# KYROUS REALTY GROUP, INC.

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## NOTICE OF INTENTION TO SELL CONDOMINIUM

The undersigned, being the owner of Unit \_\_\_\_\_ 21 Jay Street, New York, NY 10028, hereby notifies the Board of Managers, c/o Kyrous Realty Group, Inc., Managing Agent, that the undersigned has received a bona fide offer to sell said Unit from the below name prospective purchaser(s) on the terms stated below, and that the undersigned intends to accept such offer.

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

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### TERMS OF PROPOSED SALE:

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

Purchase Price \$ \_\_\_\_\_ Proposed Closing Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Anticipated Date of Sale: \_\_\_\_\_

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Notice of Intention to Sell

The 21 Jay Street Condominium

Page 2

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

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

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

\_\_\_\_\_  
Name of Individual Owner (Please Print)

\_\_\_\_\_  
Signature of Individual Owner

\_\_\_\_\_  
Name of Individual Owner (Please Print)

\_\_\_\_\_  
Signature of Individual Owner



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## **Schedule of Fees-Due with Application**

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

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

<b><u>Certificate Holder:</u></b> Include name(s) of owners(s), address & unit #	<b><u>Additional Insured:</u></b> -Kyrus Realty Group Inc. 263 West 38 <sup>th</sup> Street, Suite 15E New York, New York 10018 -21 Jay Street Condominium
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- A refundable move-in deposit of \$2,500 payable to "21 Jay Street Condominium" submitted with package. Once you are moved in please call Kyrus Realty Group to request deposit back.
  
- A refundable move-out deposit of \$2,500 payable to "23 East 81<sup>st</sup> Street Condominium" submitted with package. Once you are moved in please call Kyrus Realty Group to request deposit back.
  
- Approved Moving Days/Times
  - Monday-Friday / 9am – 4pm
  - No Weekends
  - No Holidays

## SCHEDULE A

RULES AND REGULATIONS OF CONDOMINIUM

1. The sidewalks, entrances, passages, public halls, vestibules, corridors and stairways of the Condominium shall not be obstructed or used for any purpose other than ingress to and egress from the Units.
2. No article shall be placed in any of the halls or on any of the staircase landings of the Condominium, nor shall any fire exit thereof be obstructed in any manner.
3. Neither occupants nor their guests shall play in the public halls, vestibules, stair or stairways.
4. Except as otherwise provided in the By-Laws, no public hall shall be decorated or furnished by any Unit Owner in any manner.
5. Each Unit Owner shall keep the 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.
6. Refuse shall be placed in containers in such manner and at such times and places as the Board of Managers or its agent may direct.
7. No radio or television aerial shall be attached to or hung from the exterior of the Building and no sign, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Building except such as are permitted pursuant to the Declaration or By-Laws and shall have been approved in writing by the Board or the managing agent; nor shall anything be projected from any window of the Building without similar approval.
8. No ventilator or air conditioning device shall be installed in any Unit, without the prior written approval of the Board, which approval may be granted or refused in the sole discretion of the Board.
9. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.
10. No Unit Owner shall make or permit any disturbing noises or activity in the Building or do or permit anything to be done therein which will interfere with the rights, comforts or conveniences of other owners, tenants or occupants of the Building. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a phonograph or a radio or television set or other loud speaker or shall practice or suffer to be practiced either vocal or

instrumental music in a Unit between the hours of twelve o'clock midnight and the following nine o'clock A.M., if the same shall disturb or annoy other occupants of the Building.

11. After the date that the first resident occupies any portion of Unit Three, no construction or repair work or other installation involving noise shall be conducted in any Unit except on weekdays (but not including legal holidays) and only between the hours of 8:00 A.M. and 6:00 P.M., unless such construction or repair work is necessitated by an emergency.

12. No animal other than a common household pet shall be permitted, kept or harbored in the Building unless the same in each instance be expressly permitted in writing by the Board or the managing agent and such consent, if given, shall be revocable by the Board or such managing agent in their sole discretion, at any time.

13. Water-closets and other water apparatus in the Units 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 Unit shall be repaired and paid for by the owner of such Unit.

14. No occupant of the Building shall send any employee of the Board or of the managing agent out of the Building on any private business.

15. The agents of the Board or the managing agent, and any contractor or workman authorized by the Board or the managing agent may enter any room in the Building at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such 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; provided however, such entry, inspection and extermination shall be done in a reasonable manner so as not to interfere unreasonably with the use of the Units for their permitted purposes.

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

17. The Board of Managers or its designee shall have the right of access to any Unit for the purpose of making inspections, repairs, replacements or improvements, or to remedy certain conditions which would result in damage to other portions of the Building. In the event it finds vermin, insects or other pests, the Board of Managers or its designees may take such measures as it deems necessary to control or exterminate same. To facilitate compliance with this Regulation, the Board or the managing agent may retain a pass-key to each Unit. If any lock is altered or a new lock installed, the Board or the managing agent shall be provided with a key thereto immediately upon such alteration or installation. No entrances to a Unit shall be bound by a sliding bolt or other device which renders access by such keys difficult or impossible. If the Unit Owner is not personally present to open and permit an entry to his or her 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 or manager, then such Board or such managing agent or manager 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 the Unit without liability for damages by reason thereof (if during such entry

reasonable care is given to such Owner's property).

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

19. The Board or the managing agent may from time to time curtail or relocate any portion of the Common Elements devoted to storage or service purposes in the Building.

20. Complaints regarding the service of the Building shall be made in writing to the Board or to the managing agent.

21. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board.

22. No garbage cans, ice, milk bottles, mats or other articles shall be placed in the halls or on the staircase landings of the Units, nor shall anything be hung from the windows, or placed upon the window sills of any Unit. No linens, cloths, clothing, curtains, or rugs may be shaken or hung from or on any of the windows or doors.

23. Intentionally left blank.

24. Intentionally left blank.

25. Intentionally left blank.

26. If any key or keys are entrusted by a Unit Owner, by any member of such Owner's family or by his or her agent, servant, employee, licensee or visitor to an employee of the Board or of the managing agent, 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 Board nor the managing agent shall (except as provided in paragraph 17 above) be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

27. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the Building or contents thereof applicable for residential use and other legal use without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the 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 Common Elements.

28. Supplies, goods and packages of every kind are to be delivered in such manner as the Board of Managers or its agent may prescribe and the said Board is not responsible for the loss or damage of any such property, notwithstanding such loss or damage may occur through the negligence of employees or agent of the Board of Managers.

29. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted,

or affixed by any Unit Owner on any part of the outside of the Building, hung from windows or placed on window sills, without the prior written consent of the Board of Managers.

30. No "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising are permitted on any part of the Property. The right is reserved by Good Luck, L.P. and its designee, and the Board of Managers, to place "For Sale", "For Rent" or "For Lease" signs on any unsold or unoccupied Units or on the building, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any such sign be larger than one (1) foot by two (2) feet.

31. No blinds, shades or screens shall be attached to, hung or used on the exterior of any window or door of the demised premises, without the prior written consent of the Board of Managers.

32. No Unit Owner may use the inner court, loading docks, roofs or balcony after 10:00 p.m. without the consent of the Board of Managers except for ingress and egress to and from the building.

33. A Unit Owner may apply to the Board of Managers for a temporary waiver of one or more of the foregoing rules. Such temporary waiver may be granted by a majority of the Board of Managers, for good cause shown, if, in the Board's judgment, such temporary waiver will not interfere with the purposes for which the condominium was formed.

34. These Rules and Regulations may be supplemented from time to time, repealed or modified by the vote of both members the Board of Managers. No such additional or modified Rule or Regulation shall take effect until communicated, in writing, to the Unit Owners. Any Rule or Regulation adopted by the Board of Managers can be repealed or otherwise superseded by a vote of a majority of the Unit Owners.

## ADDENDUM TO THE BY-LAWS

### RULES AND REGULATIONS

1. The sidewalks, entrance passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units.
2. No velocipedes, bicycles, scooters, or similar vehicle shall be taken into or from the Building through the main entrance and shall only be allowed to be taken into or from the Building through the garage entrance and shall be brought up to a Unit via the passenger/service elevator located in the rear of the Building and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public halls, passageways, or other public areas of the Building.
3. All service and delivery persons will be required to use the service entrance or such other entrance of the Building designated by the Condominium Board or the Managing Agent. In addition, all servants, messengers and tradespeople visiting the Building shall use the elevator designated by the Condominium Board or the Managing Agent for the purpose of ingress and egress, and shall not use any of the other elevators for any purpose, provided, however, that nurses in the employ of Unit Owners or their Family Members, guests, tenants, subtenants, licensees, or invitees may use any of the other elevators when accompanying said Unit Owners, Family Members, guests, subtenants, licensees, or invitees.
4. Trunks and heavy baggage shall be taken in or out of the Building only by the elevator designated by the Condominium Board or the Managing Agent for the purpose and only through the service entrance.
5. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed or stored in any of the halls or on any of the staircases or fire tower landings of the Building, nor shall any fire exit thereof be obstructed in any manner.
6. To the extent permitted by Law, the Storage areas which are part of the Units shall be used by all Unit Owners only for storage purposes, provided that no materials which pose a health or safety threat or which otherwise create a nuisance may be stored therein. No storage area may be used for the storage of any flammable materials or any other materials the storage of which may constitute a building code violation or increase the insurance requirements for the Building.
7. No refuse from the Units shall be sent to the service area of the Building, except at such times and in such manner as the Condominium Board or the Managing Agent may direct. Nothing shall be hung or shaken from any doors, windows, or placed upon the window sills, of the Building, and no Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.

8. There shall be no playing or lounging in the entrances, passages, public halls, elevators, vestibules, corridors, stairways, or fire towers of the Building.

9. The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements devoted to storage or service purposes in the Building.

10. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any Law. No 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 any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

11. No Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his Unit or its appurtenant Limited Common Elements, if any, or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in such Unit Owner's Unit or its appurtenant Limited Common Elements, if any, between midnight and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M.. No construction, repair work, or other installation involving noise shall be conducted in any 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.

12. No bird, reptile, or animal shall be permitted, raised, bred, kept, or harbored in, on or about the Building unless, in each instance, the same shall have been expressly permitted in writing by the Condominium Board or the Managing Agent. Any such consent, if given, shall be revocable at any time by the Condominium Board or the Managing Agent in their sole discretion. In no event shall any bird, reptile, or animal be permitted in any public elevator of the Building, other than the elevator designated by the Condominium Board or the Managing Agent for that purpose, or in any of the public portions of the Building, unless carried or on leash. No pigeons or other birds or animals shall be fed from the window sills, or other public portions of the Building, or on the sidewalk or street adjacent to the Building.

13. No group tour or exhibition of any Unit or its contents shall be conducted, nor shall any auction sale be held in any Unit, without the consent of the Condominium Board or the Managing Agent in each instance. In the event that any Unit shall be used for home occupation purposes in conformance with the Declaration and the By-Laws, no patients, clients, or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule.

14. No window guards or other window decorations shall be used in or about any Unit, except such as shall have been approved in writing by the Condominium Board or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any windows of any Unit be colored or painted.

15. No ventilator or air conditioning device shall be installed in any Unit or its appurtenant Limited Common Elements, if any, without the prior written approval of the Condominium Board, which approval may be granted or refused in the sole discretion of the Condominium Board.

16. No radio or television aerial shall be attached to or hung from the exterior of the Building, and no sign, notice, advertisement, or illumination (including, without limitation, "For Sale", "For Lease", or "For Rent" signs) shall be inscribed or exposed on or at any window or other part of the Building, except such as are permitted pursuant to the terms of Declaration and/or the By-Laws or shall have been approved in writing by the Condominium Board or the Managing Agent. Nothing shall be projected from any window of a Unit without similar approval.

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

18. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags or any other article shall be thrown into same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the owner of such Unit.

19. Each Unit Owner shall keep his Unit and its appurtenant Limited Common Elements, if any, in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

20. The agents of the Condominium Board or the Managing Agent, and any contractor or workman authorized by the Condominium Board or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such 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 reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

21. The Condominium Board or the Managing Agent may retain a pass-key to each Unit. If any lock is altered or a new lock is installed, the Condominium Board or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation.



If the Unit Owner is not personally present to open and permit an entry to his 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 the Condominium Board or the Managing Agent, then the Condominium Board or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium 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 is given to such Unit Owner's property).

22. If any key or keys are entrusted by a Unit Owner, by any Family Member thereof, or by his agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, 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 Condominium Board nor the Managing Agent shall (except as provided in Rule 24 above) be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

23. Unit Owners and their respective Family Members, guests, servants, employees, agents, visitors, or licensees shall not at any time or for any reason whatsoever, enter upon, or attempt to enter upon, the roof of the Building unless such roof is part of a lawful terrace.

24. No occupant of the Building shall send any employee of the Condominium or of the Managing Agent out of the Building on any private business.

25. Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing Agent, be conditional in nature.

26. Complaints regarding the service of the Condominium shall be made in writing to the Condominium Board or to the Managing Agent.

\*Duplicate for Additional Applicants

**KYROUS REALTY GROUP, INC.**

263 West 38<sup>th</sup> Street ♦ Suite 15E ♦ New York, NY 10018

Phone: 212.302.1500 ♦ Fax: 212.302.3855

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**The 23 East 81 Street Condominium-Letter to Board of Managers**

The Board of Managers  
21 Jay Street Condominium  
21 Jay Street  
New York, NY 10018

Re: 21 Jay Street Condominium  
Unit #: \_\_\_\_\_

Dear Board of Managers:

I (We) have received, read, understand and agree to abide by the Rules and Regulations for **21 Jay Street Condominium**

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date