

KYROUS REALTY GROUP
263 WEST 38TH STREET. SUITE 15E. NEW YORK, NY 10018
PHONE: 212.302.1500 FAX: 212.302.3588 E-MAIL: carine@kyrousreatygroup.com

250 BOWERY CONDOMINIUM

250 Bowery
New York, NY 10012

Purchase Application

Applicant Name: _____ Co-applicant: _____

Building Address: _____ Unit: _____

1. Fully executed Contract of Sale
2. Loan Commitment Letter (if applicable)
3. Lead Based Paint Disclosure
4. Window Guard Notice
5. Fire Sprinkler Disclosure Rider
6. Copy of Homeowner's Insurance policy (you MUST have this at time of move-in)
7. Assumption of Alteration Form (Signed & Notarized) – if no alterations have been done, the owner must provide a signed & notarized letter saying so.
8. Letter from your employer verifying your position and salary (CPA letter if self-employed)
9. W9 form to be filled out by all remitters of refundable checks
10. Credit checks for all applicants – **to be provided by applicants**

Please Note:

All fees and deposits must be paid by a certified check, cashier's check or money order.

11. **Non-refundable Application Processing fee:** in the amount of **\$750** payable to Kyrous Realty Group.
12. **Non-refundable Credit Check Fee:** in the amount of **\$150** per applicant payable to Kyrous Realty Group.
13. **Refundable Move-in Damage Deposit** equal to **\$1,000** payable to "250 Bowery Condominium". Check will be returned if there is no damage because of the move-in due by **Purchaser**.
14. **Non-refundable Move-in Fee** equal to **one month's common charges** order payable to "250 Bowery Condominium" due by **Purchaser**.
15. **Refundable Move-out Damage Deposit** equal to **\$1,000** payable to "250 Bowery Condominium". Check will be returned if there is no damage because of the move-out due by **Seller**.
16. **Non-refundable Move-out Fee** equal to **one month's common charges** payable to "250 Bowery Condominium" due by **Seller**.
17. **Working Capital Fund** on all re-sales by residential owners, **the purchaser** shall be required to contribute to the working capital fund of the building. Such contribution shall be in an amount **equal to two (2) month's residential common charges** payable to "250 Bower Condominium". Pursuant to the By-laws of the Condominium, the Condominium Board has ***thirty-day period*** to waive its Right of First Refusal. This period begins at the time of receipt of a **completed package** by the Condominium Board. If the information provided by you or your prospective purchaser is incomplete, the Condominium Board will request additional data, and the thirty-day period will begin on receipt by the Condominium Board of additional material. Prior to closing, all common charges due to the Condominium, including a common charge for the month in which the closing will take place, must be paid by the Seller to the Condominium.

Please redact the social security number(s) on all documents except the W9 form.

NOTICE OF INTENT TO SELL

To: The Board of Managers of
_____ of 250 Bowery Condominium **Address:** _____
From: _____
_____ **Tel #** _____
Re: Unit _____ **Email** _____

NOTICE OF INTENT TO SELL

In accordance with the regulations established by the Condominium Board under the Declaration of Condominium Ownership and By-laws, I hereby submit to the Condominium Board this Notice of Intention to Sell the Unit to the party or parties (and only those parties) named below and upon the terms specified in the attached Contract of Sale. The tender to and receipt by the Condominium Board of this form when completed in its entirety shall constitute valid notice of my intention to sell the Unit.

If the Condominium Board or its designee shall fail to accept such offer as set forth in the By-laws after receipt of this Notice together with all supporting documents which the Condominium Board may reasonably require and the Offeree Unit Owner does not, within such sixty (60) day period, accept in writing the Outside Offer or, if the Offeree Unit Owner shall accept the Outside Offer and fail to consummate the sale, then should such Offeree Unit Owner thereafter elect to sell such Unit, the Offeree Unit Owner agrees to again comply with all terms and provisions of the By-laws.

TERMS OF THE SALE

Attached is a true copy of the Contract of Sale setting forth all of the terms of the Agreement between the parties.

SIGNED BY UNIT OWNER(S)

Unit Owner Signature

Unit Owner Signature

Purchaser Signature

Purchaser Signature

PURCHASER(S)

Date _____

Date _____

Date _____

Date _____

NOTICE OF INTENT TO PURCHASE

The undersigned hereby submits this application to purchase Unit _____ (the "Unit") in 250 Bowery Condominium and acknowledge their understanding of the following:

1. Pursuant to authority granted in the By-laws of the Condominium, the Condominium Board will utilize the application to obtain background information regarding the proposed Purchaser.
2. The Condominium Board may require additional information.
3. The proposed sale cannot be completed without the Condominium Board's Waiver of its Right of First Refusal.
4. The By-laws and Rules and Regulations that govern the occupancy of the Unit, by the applicant, have been read and agreed to.
5. If the Condominium Board exercises its Right of First Refusal, neither the Condominium nor the Condominium Board will be responsible for any liabilities or expenses incurred by the Purchaser and/or Unit Owner.
6. Falsification of information provided, or mission of material information herein may result, without limitation, in revocation of the Condominium Board's waiver of its Right of First Refusal.
7. The sale will not be considered unless and until the current Unit Owner satisfies all outstanding arrears due to and owing the Condominium.

The undersigned acknowledges that, if this application is accepted, the undersigned will not, without the prior written consent of the Condominium Board, make any alterations to the Unit; lease the Unit; use the Unit for other than residential purposes; or violate any provision of the Declaration, Rules and Regulations or By-laws. The undersigned acknowledges that they are purchasing the Unit in an "as is" condition and neither the Condominium nor the Condominium Board has any obligation to make repairs to the Unit, except as set forth in the By-laws.

Purchaser Signature

Date _____

Purchaser Signature

Date _____

CONTRACT SUMMARY

Apt: _____

Purchase Price: _____

Down Payment: _____ Amount Financed: _____

Interest Rate: _____ Terms: _____

Monthly Mortgage: _____ Monthly Mortgage: _____

	Seller	Purchaser #1	Purchaser #2
Ful Name			
Address			
Tel Number			
Email			
Broker's Name			
Broker's Tel			
Broker's Email			
Attorney's Name			
Attorney's Address			
Attorney's Email			
Attorney's Tel			

QUESTIONNAIRE

	Purchaser 1		Purchaser 2	
Have you any outstanding judgments?	Yes	No	Yes	No
Have you declared Bankruptcy?	Yes	No	Yes	No
Have you had property foreclosed upon or given Title Deed in lieu thereof?	Yes	No	Yes	No
Are you involved in any outstanding litigation?	Yes	No	Yes	No
Are you obligated to pay alimony, child support or separate maintenance?	Yes	No	Yes	No
Have you commenced or been involved in any litigation with previous residences?	Yes	No	Yes	No

If you answered **yes** to any of these questions, please explain below:

OCCUPANCY STATEMENT

Number of Occupants _____

Name of Occupants _____

Relationship to purchaser(s) _____

Description of use of space _____

Will this be your Primary Residence? _____, if yes, as of what date _____

Do you have any pets? If yes, how many _____

Pet description _____

Only fully completed applications will be sent to the Board of Managers for their review and approval

Date: _____

Current Owner's Name: _____ Tel: _____

Address: _____

Email: _____

Applicant's Name: _____ **Tel:** _____

Address: _____ Email: _____

Social Security # _____ D.O.B. _____

Current Monthly Rent or Mortgage Payment: \$ _____

Previous Address (if less than 3 years at the above): _____

How many Occupants:

Adults: _____ Children: _____ Ages: _____

Pets: _____ Breeds: _____

Applicant Employment History

Name of Employer: _____ Position: _____

Address: _____

Nature of Business: _____ Annual Income: _____

Co-Applicant's Name: _____ **Tel:** _____

Address: _____ Email: _____

Social Security # _____ D.O.B. _____

Current Monthly Rent or Mortgage Payment: \$ _____

Previous Address (if less than 3 years at the above): _____

Co-Applicant Employment History

Name of Employer: _____ Position: _____

Address: _____

Nature of Business: _____ Annual Income: _____

TWO EMERGENCY CONTACTS:

Applicant:

Name: _____ Tel: _____

Address: _____

Name: _____ Tel: _____

Address: _____

Co-Applicant:

Name: _____ Tel: _____

Address: _____

Name: _____ Tel: _____

Address: _____

NOTIFICATION OF LEGAL MAILING ADDRESS FOR UNIT OWNER

All communication and invoices concerning the ownership of Unit _____ should be sent to the following address rather than to the apartment:

Owner's Name: _____

Address: _____

Work #: _____

Home #: _____

Cell #: _____

I/WE CERTIFY STATEMENTS MADE IN THIS APPLICATION HAVE BEEN EXAMINED BY ME/US AND TO THE BEST OF MY/OUR KNOWLEDGE ARE TRUE, CORRECT AND COMPLETE. I/WE HAVE NO OBJECTIONS TO INQUIRIES BEING MADE FOR THE PURPOSE OF VERIFYING THE FACTS HEREIN STATED. I UNDERSTAND AND ACCEPT DAISY MANAGEMENT HAS THE RIGHT TO RELY ON INFORMATION GIVEN HEREIN, AND IN THE EVENT, INQUIRIES PROVE ANY STATEMENT FALSE, DAISY MANAGEMENT MAY REJECT THIS APPLICATION, OR IF CONTRACT HAS BEEN EXECUTED, MAY TERMINATE SAME AS IF BREACH OF CONTRACT HAD OCCURRED.

Date: _____

Applicant's Signature: _____

Co-applicant's Signature: _____

HOUSE RULES AND BY-LAWS AGREEMENT

Attached are the Rules and Regulations of 250 Bowery Condominium. Please read and review them ***carefully***. Your signature on this page indicates you have read and understand the Rules and Regulations and agree to abide by them and any adjustments made to these Rules and Regulations throughout your residency at 250 Bowery Condominium.

I also understand that I may not move into the building until:

1. The Condominium Board has approved in writing my purchase application
2. I have scheduled a move-in date with the management office by emailing carine@kyrousrealtygroup.com

Signed and Agreed:

Signature: _____ Date: _____

Signature: _____ Date: _____

HOMEOWNER'S INSURANCE ACKNOWLEDGEMENT

Owners and Tenants must provide Daisy Management with a copy of their homeowner's or renter's insurance policy (which outlines evidence of Contents Insurance) along with a copy of his/her mover's insurance certificate prior to scheduling a move in date.

Your signature on this page indicates your acknowledgement and agreement.

Signed and Agreed:

Signature: _____ Date: _____

Signature: _____ Date: _____

ASSUMPTION OF ALTERATION AGREEMENT

WHEREAS, simultaneously with its execution and delivery of this Assumption of Alteration Agreement the undersigned is becoming the Unit Owner in 250 Bowery Condominium, (the "Unit Owner") to Apartment _____ (the "Apartment") in the building known as **250 Bowery, New York, NY 10012;**
and

WHEREAS a prior Unit Owner of the Apartment and the existing Condominium entered into an Alteration Agreement dated _____ (the "Alteration Agreement").

WHEREAS the Alteration Agreement (1) provides that any person acquiring the Apartment assumes the obligations of the Shareholder under the Agreement and (2) authorizes the Condominium not to consent to or register the transfer of the Apartment to any person unless and until such person assumes the obligations of the Unit Owner under the Agreement.

NOW, THEREFORE, in order to induce the Condominium to consent and register the transfer of the Apartment to the undersigned, the undersigned hereby ASSUMES AND AGREES TO PERFORM AND OBSERVE all the terms, covenants and conditions of the Alteration Agreement to be performed or observed by the Unit Owner thereunder (including the provisions of Section 14 thereof pertain to future transfers).

Henceforth, the term "Unit Owner" as used in the Alteration Agreement shall include the undersigned. Any breach of this Assumption Agreement or of the Alterations Agreement shall constitute a breach of the lease appurtenant to the Apartment. This Assumption of Alteration Agreement shall be binding on the undersigned and his or her estate, heirs, executors, administrators, personal representatives, successors and assigns.

New York, NY

Dated: _____

Purchaser

Purchaser

On this _ day of _____, _____, before me personally came

_____, to me known and known to me to be individual described in and who executed the foregoing instrument and duly acknowledged to me that he/she executed the same.

Notary Public

MOVE-IN/MOVE-OUT PROCEDURES

3. All moves are coordinated through Daisy. Please contact carine@kyrousrealtygroup.com in order to schedule your move-in date. **Arrangements must be made with the management office at least ten (10) days in advance to reserve the elevator for a major move-in or move-out.** When scheduling your moving date, please provide management with the name and telephone number of your moving company and alert us as to any special requirements that you may have.
4. Moving times are Monday through Friday, starting at 9 a.m. and must be completed by 4 p.m., **no exception.** Move-ins or move outs are **not** permitted on weekends or holidays. The movers must leave your previous residence no later than 12:30 p.m. for your move to be completed on time.
5. A \$1,000 refundable security deposit payable to “250 Bowery Condominium” should be submitted with this application. It will be returned to you after your move is complete and the halls and elevators have been inspected.
6. A one month’s common charge move-in Fee for elevator use made payable to 250 Bowery Condominium should be submitted with this application in the form of a certified check, money order or cashier’s check. The fee is non-refundable. Please note that at the time you move out you will be required to pay an additional one month’s common charges by money order or certified check.
7. The certificate holder to be named is: 250 Bowery Condominium c/o Kyrous Realty Group, New York, NY 10018. Those to be named on all certificates of insurance as additional insured are 250 Bowery Condominium, Kyrous Realty Group, 250 Bowery Condominium, 250 Bowery Street, New York, NY 10012, Unit Owners named and unit number.
8. Boxes, cartons and other refuse must be disposed of properly in compliance with recycling requirements.

Unit No.: _____

Purchaser Signature

Purchaser Signature

RIDER TO SALE

This agreement and the rights and obligations of the parties hereunder are hereby made expressly subject to the rights, if any, of the Condominium Board of the Condominium with respect to the transaction embodied herein pursuant to the terms of Sections 7.2 and 7.3 of the By-laws of the Condominium, as the same may have been amended.

Purchaser Signature

Date_____

Purchaser Signature

Date_____

By-Laws

ADDENDUM TO THE BY-LAWS—RESIDENTIAL 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, rollerblades, skateboards, scooters, or similar vehicles shall be operated or worn in any public portions of the Building nor shall be allowed in any of the elevators of the Building other than the elevator designated by the Condominium Board or the Managing Agent for such purpose, 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 entrances or other entrances of the building designated by the Condominium Board or the Managing Agent. In addition, all servants, messengers and trades people visiting the Building shall use the elevator designated by the Condominium Board or the Managing Agent for the purposes of ingress and egress, and shall not use any of the other elevators for any purpose, provided, however, that nurses in the employ of Residential Unit Owners or their Family members, guests, tenants, subtenants, licensees, or invitees may use any of the other elevators when accompanying said Residential unit owners, Family members, guests, tenants, 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 entrances and by means of the elevator designated by the Condominium Board or Managing Agent.
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. No Residential Unit or portion of the building 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 which will increase the insurance requirements for the building.
7. No refuse from the Residential 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, Terrace or patios or placed upon the windowsills, of the building, and no Residential Unit Owners 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 buildings.
9. The Condominium Board or the Managing Agent may, from time to time, curtail or relocate or reconfigure any portion of the Common Elements devoted to storage or service purposes in the building. 10. Nothing shall be done or kept in any Residential Unit or in the Common Elements that will increase the rate of insurance of the building, or the contents thereof. No residential Unit Owner shall

permit anything to be done or kept in his Residential Unit, his Terrace, 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 Residential Unit owner or any of his Family members, tenants, subtenants, agents, servants, employees, or visitors shall, at any time, bring into or keep in his Residential Unit any inflammable, combustible, toxic, noxious or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Residential Unit.

10. There shall be no barbequing in the Residential Units, in their appurtenant Limited Common Elements, if any, or in the Common Elements.

11. No Residential Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his Residential Unit or its appurtenant Limited Common Elements, if any, or permit anything to be done therein that will interfere with the rights, comfort, or conveniences of the other Residential Unit Owners. No Residential Unit Owners 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 residential Unity Owner's Residential Unit or its appurtenant Limited Common Elements, if any, between midnight and the following 8:00 AM, if the same shall disturb or annoy other occupants of the building, and in no event shall any residential Unit Owner practice or cause to be practiced either vocal or instrumental music between the hours of 10:00 PM and the following 9:00 Am. No construction, repair work or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 9:00 AM and 4:00 PM, unless such construction or repair work is necessitated by an emergency.

12. No bird, reptile, or domesticated animal ("pet") 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 acting on the Condominium Board or the Managing Agent in their sole discretion. The prohibition set forth in the preceding sentence shall not apply to an Agent in their sole discretion. The prohibition set forth in the preceding sentence shall not apply to a Residential Unit Owner who can establish that he or she was housing a Pet in his or her Residential Unit prior to purchasing his or her Residential Unit ("Grandfathered Pet"). However, upon the removal or death of a Grandfathered Pet, a Residential Unit Owner shall be required to seek permission to house any replacement Pet. In no event shall any pet 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 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 windowsills, 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 Residential Unit or its contents shall be conducted, nor shall any auction sale be held in any Residential Unit, without the consent of the Condominium Board or the Managing Agent in each instance. In the event that any Residential Unit shall be used for home occupation purposes in conformance with the Declaration and the By-laws, no clients or other invites shall be permitted to wait in any lobby, public hallway or vestibule.

14. Unless expressly authorized by the Condominium Board in each instance, not less than 80% of the floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets, and foyers) must be covered with rugs, carpeting, or equally effective noise reducing materials.

15. No widow guards or other window decorations shall be used in or around any Residential 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 Residential unit be colored or painted.

16. No additional or supplemental ventilator or air-conditioning device including, but not limited to, through-the-wall devices shall be installed in any residential Unit or its appurtenant Limited Common Elements, without prior written approval of the Condominium Board, which approval may be granted or refused in the sole discretion of the Condominium Board.

17. No radio or television aerial or satellite antenna or receiver shall be attached to or hung from the exterior of the Building by any Residential Unit Owner, and no sign, notice, advertisement, or illumination (including, without limitation, "For Sale," "For Lease," or "For rent" signs) shall be inscribed or exposed by any Residential Unit Owner on or 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 Residential Unit without similar approval.

18. All radio, television, or other electrical equipment of any kind or nature installed or used in each residential Unit shall fully comply with all rules and regulations, requirements, or recommendations of the

19. New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Residential Unit Owner shall alone be liable for any damage or injury caused by any radio, television, or other electrical equipment.

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

21. Each Residential Unit Owner shall keep his Residential 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.

22. 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 Residential Unit at any reasonable hour of the day, on at least one day's prior notice to the Residential Unit Owner, for the purpose of inspecting such Residential Unit for the presence of any vermin, insects, or other pests and for the purpose of inspecting 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 residential Unit for its permitted purposes.

23. The Condominium Board or the Managing Agent may retain a passkey to each Residential 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 an alteration or installation. If the Residential Unit Owner is not personally present to open and permit an entry to his Residential Unit at a time when an entry therein is necessary or permissible under these Residential 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 residential unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Residential Unit Owner's property).

24. If any keys are entrusted by a Residential Unit Owner, by any Family Member thereof, or by his tenants, subtenants, agent, servant, employee, licensee, or visitor to any employee of the Condominium or of the managing Agent, whether for such residential Unit Owner's Residential unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Residential unit Owner, and neither the Condominium Board nor the Managing Agent shall (except as provided in Rule 23 above) be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

25. Residential Unit Owners and their respective Family Members, tenants, subtenants, 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 a roof is part of a Terrace or the Residential Unit.

26. 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.

27. Any consent or approval given under these Residential Rules and Regulations may be amended, modified, added to, or repealed at any time by the 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.

28. No Residential Unit Owner shall install or maintain any planting on any Terrace without the prior written approval of the Condominium Board and except in compliance with Law. If approved, plantings shall be placed in containers with lightweight soil, impervious to dampness and standing on supports at least two inches from the Terrace, balcony, patio or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the containers to draw off water. In special locations, such as a corner abutting a parapet wall, planting may be contained in containers which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such terrace, patio or roof but shall stand on supports at least two inches above such surface. No planting shall be permanently affixed to a terrace, exterior wall, and railing or roof surface but shall be able to be easily moved. It shall be the responsibility of the Residential Unit Owner to maintain the soil and containers in good condition, and the drainage tiles and weep holes in operating condition. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary by or damage caused by such planting. The Condominium Board shall have an easement and a right of access to the Terrace, patio or roof appurtenant to a Residential Unit to inspect the same and to remove violation therefrom and to install, operate, maintain, repair, alter, build, restore, and replace any of the Common Elements located in, over, under, though, adjacent to, or upon the same. In the event the Condominium or Managing Agent deems it necessary to undertake a repair or replacement to any Terrace, patio or roof, then in the event that the Managing Agent determines that planting and/or other objects need to be temporarily relocated, same shall be done at the Residential Unit Owner' sole cost and expense.

29. No Residential Unit Owner shall enclose, erect a greenhouse and/or alter the terrace appurtenant to a Residential Unit (including the trellis) without the prior written consent of the Condominium Board and no Residential Unit Owner may have wind chimes on any Terrace or patio.

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

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ^a _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ^a	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number											
			-				-				
OR											
Employer identification number											
						-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ^a	Date ^a
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS

Annual Notice

New York City law requires that tenants living in buildings with three 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 a child resides 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 5 years or younger lives with you or routinely spends 10 or more hours each week in your apartment.

- You must notify your landlord in writing if a child 5 years or younger comes to live with you during the year or routinely spends 10 or more hours each week in your apartment.
- If a child 5 years or younger lives with you or routinely spends 10 or more hours each week in your apartment, 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 notice and inspection requirements apply to buildings with three or more apartments built before 1960. They also apply to such 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 of your windows if a child 10 years or younger lives with you, OR if you request window guards (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 4½ inches above or below the guard, on the side of the guard, or between the bars.
- **ONLY** windows that open to fire escapes, and one window in each first floor apartment when there is a fire escape on the outside of the building, are legally exempt from this requirement.

These requirements apply to all buildings with three 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 5 years or younger lives in my apartment or routinely spends 10 or more hours each week in my apartment.
- A child 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 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, 2025

Return form to: name and address of landlord or managing agent. Call 311 for more information about preventing lead poisoning and window falls.