

**Battery Pointe Condominium
300 Rector Place
New York, NY 10280**

INFORMATION REQUIRED FOR LEASE APPLICATION

1. Original Signed Lease Agreement
2. Notice of Intention to Sell or Lease Condominium Unit – To be completed and signed by the **CURRENT UNIT OWNER(S)**.
3. Application for the Waiver of Right of First Refusal and Application for Occupancy – To be completed and signed by the **PROSPECTIVE TENANT(S)**.
4. Affidavit of Income – to be completed, signed, and notarized by the **PROSPECTIVE TENANT(S)**.
5. Rider #2 – Rules and Regulations – Please sign and **KEEP THE RULES FOR YOUR RECORDS.**
6. Lease Rider # 3 and #4 to be completed and signed by both PROSPECTIVE TENANT(S) and by CURRENT UNIT OWNER(S)
7. Window Guard Form
8. Bed Bug Disclosure (Attached)
9. Indoor Allergen Lease Rider (Attached)
10. Gas Leak Form (Attached)
11. Sprinkler Form (Attached)
12. Notification of Legal Mailing Address Form – to be completed by **CURRENT UNIT OWNER(S)**
13. Pet Policy Regulation & Registration to be signed by **PROSPECTIVE TENANT(S)**
14. Building Link Registration to be completed by **PROSPECTIVE TENANT(S)**
15. The **Prospective tenant(s)** may submit their own credit report that is not older than 90 days or fill out the **Authorization to Obtain a Credit Report Form** with a credit card number for the fee and we will run the credit.
16. Check in the amount of **\$150.00 payable to RY MANAGEMENT CO., INC. (NON-REFUNDABLE APPLICATION FEE)**.
17. Check in the amount of **\$900.00 payable to BATTERY POINTE CONDOMINIUM (NON-REFUNDABLE APPLICATION/MOVING FEE)**.

PLEASE NOTE THAT ALL LEASES MUST BE A MINIMUM TERM OF SIX (6) MONTHS AND MUST BE OCCUPIED BY THE NAME OF THE TENANT(S)

CORPORATE LEASES MUST BE OCCUPIED BY AN OFFICER, SHAREHOLDER OR EMPLOYEE OF THE CORPORATION FOR A PERIOD OF AT LEAST SIX (6) MONTHS. We will require a Corporate Financial Statement, photo identification for occupant.

PLEASE ALLOW UP TO 30 DAYS TO PROCESS ALL APPLICATIONS.

Please submit the complete package with fees. Partial packages will be returned.

Please return completed application to:

**RY Management Co., Inc.
Attn: Liz Pastorino
Battery Pointe Sales
50 Battery Place
New York, NY 10280
Phone - 212-786-2803
Fax- 212-786-9075**

NOTICE OF INTENTION TO SELL OR LEASE CONDOMINIUM UNIT

The undersigned, being the owner of **Battery Pointe Condominium, 300 Rector Place, Unit # _____, New York, NY 10280**, hereby notifies the Board of Managers in care of R.Y. MANAGEMENT CO., INC., Managing Agent, that the undersigned has received a bona fide offer to SELL () LEASE () said apartment unit from the below name perspective purchaser or lessee on the terms stated below, and that the undersigned intends to accept such offer.

NAME AND ADDRESS OF PROSPECTIVE PURCHASER OR LESSEE; (If a prospective purchaser or lessee is a corporation, name the designated officer, director, stockholder or employee of the corporation who will occupy the apartment 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.)

TERMS OF PROPOSED SALE OR LEASE:

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

PURCHASE PRICE: \$ _____ PROPOSED CLOSING DATE ___/___/___
(if sale)

MONTHLY RENTAL: \$ _____ LEASE TERM _____
(if lease)

ANTICIPATED OCCUPANCY DATE OF SALE OR LEASE: _____

ATTACHMENTS:

1. Copy of contract of sale or lease setting forth all of the terms of the agreement between the parties.
2. Standard application form for purchase or lease must be completely filled in and signed by the prospective purchaser or lessee.
3. Originally signed references for the prospective occupant of the apartment unit must accompany the application form.

The undersigned represents that the sale or lease 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 or lease the apartment 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.

Name of Individual Owner or Corporation

Signature of Individual Owner or
Authorized Officer of the Board of Managers

Date: _____

THIS NOTICE IS TO BE FILLED OUT AS INDICATED AND DELIVERED TO THE BOARD OF MANAGERS OF THE CONDOMINIUM IN CARE OF R.Y. MANAGEMENT CO., INC., LEASING OFFICE, 50 BATTERY PLACE, NEW YORK, NY 10280.

APPLICATION FOR WAIVER OF RIGHT OF FIRST REFUSAL ON PROPOSED CONDOMINIUM PURCHASE OR LEASE

ALL QUESTIONS MUST BE ANSWERED BEFORE THE BOARD OF MANAGERS WILL REVIEW THE APPLICATION.

New York, New York _____

DD/MM/YY

UNIT OWNER INFORMATION

CONDOMINIUM UNIT NO.: _____ NAME OF UNIT OWNER: _____

ADDRESS OF OWNER: _____ TEL. NO.: _____

ATTORNEY FOR OWNER: _____ TEL. NO.: _____

ATTORNEY'S E-MAIL ADDRESS: _____ @ _____

REAL ESTATE AGENT NAME & EMAIL ADDRESS: _____

APPLICANT'S INFORMATION

APPLICANT(S) NAME(S): _____

APPLICANT'S ADDRESS: _____

APPLICANT'S PHONE: _____ APPLICANT'S E-MAIL ADDRESS: _____ @ _____

APPLICANT'S ATTORNEY: _____ ATTORNEY PHONE: _____

APPLICANT ATTORNEY'S E-MAIL ADDRESS _____ @ _____

REAL ESTATE AGENT NAME & EMAIL ADDRESS: _____

APPLICANT'S OCCUPATION: _____

(In the case of a corporation, a detailed summary of the exact nature of the business)

APPLICANT'S ANNUAL INCOME: _____

PROPOSED DATE OF CLOSING/OCCUPANCY: _____

PURCHASE PRICE: \$ _____
(IF SALE)

MONTHLY RENTAL: \$ _____ LEASE TERM: _____
(IF LEASE)

SPECIAL CONDITIONS: _____

IF A CORPORATION: NAME THE INDIVIDUAL DESIGNATED TO BE THE OCCUPANT OF THE APARTMENT UNIT AND STATE FOR HOW LONG A TERM. (Note: When and if designated occupant vacates the unit, another application must be filed and reference submitted before occupancy can be allowed to successor designated occupant.)

1. NAME OF DESIGNATED OCCUPANT: _____

RELATION TO APPLICANT: _____ LENGTH OF OCCUPANCY: _____

2. NAMES OF ALL PERSONS WHO WILL RESIDE IN THE APARTMENT:

3. WILL THERE BE ANY EMPLOYEES LIVING OR WORKING IN THE UNIT? IF SO, HOW MANY? _____

4. DOES OCCUPANT WISH TO MAINTAIN ANY PETS? _____ IF SO, PLEASE SPECIFY WHAT TYPE OF PET AND HOW MANY WILL OCCUPY THE UNIT.

6. IF A PRESENT RESIDENCE IS RENTED OR IS A COOPERATIVE OR CONDOMINIUM, STATE NAME AND ADDRESS OF CURRENT LANDLORD OR AGENT: _____

LENGTH OF OCCUPANCY: _____

REFERENCES

(BANK): _____

ACCOUNT NUMBER: _____

(BANK): _____

ACCOUNT NUMBER: _____

STOCK BROKER, C.P.A. _____

NAME AND ADDRESS OF PARTY TO BE CONTACTED FOR INFORMATION REGARDING APPLICANT'S CURRENT SOURCE OF INCOME:

STATE THE NAME AND ADDRESS OF THREE ADDITIONAL REFERENCES:

1. _____

2. _____

3. _____

EXPLANATORY REMARK, IF ANY: _____

CITIZENSHIP OF APPLICANT OR PROPOSED OCCUPANT: _____

NAME AND ADDRESS OF PERSON WHO IS AUTHORIZED TO ACCEPT SERVICE OF PROCESS IN ABSENCE OF APPLICANT:

EMERGENCY CONTACT NAME, PHONE & EMAIL ADDRESS:

PROSPECTIVE TENANT/OWNER

DATE: _____
DD/MM/YYYY

PROSPECTIVE TENANT/OWNER

DATE: _____
DD/MM/YYYY

APPLICATION FOR OCCUPANCY
(PLEASE PRINT)

Application for apartment at _____ Apt. # _____

Rent/Purchase Amount. _____

Desired date of closing or occupancy _____

APPLICANT'S NAME

Date of Birth _____ Social Security No. _____

CO-TENANT'S NAME

Date of Birth _____ Social Security No. _____

RESIDENCE HISTORY

A. Present Address _____ Apt. # _____

Phone _____ How long _____

Present Landlord _____ Phone _____

B. Previous Address _____ Apt. # _____

Phone _____ How long _____

REFERENCES

CHARACTER REFERENCES: (Do not include relatives)

1. Name _____ Phone _____

2. Name _____ Phone _____

BUSINESS REFERENCES:

1. Name of CPA _____ Phone _____

2. Name of Attorney _____ Phone _____

ADDITIONAL INFORMATION

BATTERY POINTE CONDOMINIUM

AFFIDAVIT OF INCOME

The undersigned, being duly sworn, deposes and says the following:

1. That I reside at _____.
2. That I have heretofore signed an application for Unit No. _____ at Battery Pointe Condominium, 300 Rector Place, New York, NY 10280.
3. (a) that my total income as reported in New York State Income Tax Return as "Total Income" for the year 20__ was \$_____;
- (b) that the combined income of all persons who will reside in said apartment as reported on New York State Income Tax Returns as "Total Income" for the year 20__ was \$_____;
- (c) that it is reasonably anticipated that such total income (estimated by the occupants during he current year) will be \$_____.

4. That I certify that the statements herein contained and in my application are, to my personal knowledge and belief, true, correct, and complete and that I understand that any willful misrepresentation made herein and therein may be cause for termination of my lease or occupancy agreement and such other penalties as may be provided by law.

SIGNATURE _____
Prospective Unit Owner/Tenant

PRINT NAME _____

SOCIAL SECURITY # _____

Sworn to before me

this ___ day of _____, 20__

NOTARY PUBLIC

RIDER # 1

**DEPARTMENT OF HEALTH
CITY OF NEW YORK**

NOTICE TO OWNER OR OCCUPANT

You are required by law to have window guards installed in all windows* if a child of 10 years of age or younger lives in your apartment.

Your landlord is required by law to installed window guards in your apartment:

- If a child 10 years of age or younger lives in your apartment
Or
- If you ask him to install window guards at any time (you need not give a reason). It is a violation of the law to refuse, interfere with installation, or remove window guards where require, or to failed to complete and return this for to your landlord. If this form is not returned promptly an inspection by the landlord will follow.

*Except windows giving access to fire escapes or windows on the first floor that are required means of egress from the dwelling unit.

CHECK WHICH EVER APPLY:

- | | |
|--|--|
| <input type="checkbox"/> CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT | <input type="checkbox"/> WINDOW GUARDS ARE INSTALLED IN ALL WINDOWS* |
| <input type="checkbox"/> NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT | <input type="checkbox"/> WINDOW GUARDS ARE NOT INSTALLED IN ALL WINDOWS* |
| <input type="checkbox"/> I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN | <input type="checkbox"/> WINDOW GUARDS NEED MAINTENANCE OR REPAIR |
| <input type="checkbox"/> WINDOW GUARDS DO NOT NEED MAINTENANCE OR REPAIR | |

Owner's Name: _____ (Print) _____ (Address/Apt. No.)

Owner's Name: _____ (Signature) Date: _____

Return this form to:

R.Y. Management Co., Inc
50 Battery Place
New York, NY 10280

For Further Information Call:

Windows Fall Prevention Program
New York City Department of Health
125 Worth Street, Room 222A
New York, NY 10013
(212) 566-8082

RIDER #2

Battery Pointe Condominium

Apt.# _____

I, _____ have reviewed the By-laws and/or House Rules of Battery Pointe Condominium and agree to the fact that the unit will be used as my primary residence and will be occupied solely by myself and the persons listed on my application for occupancy.

I also understand that the unit must be used solely as a residence and not for any commercial purpose.

Prospective Unit Owner/Tenant

Prospective Unit Owner/Tenant

Addendum to the By-Laws of
The Condominium of the
Premises Known As
Battery Pointe
300 Rector Place
New York, New York

RULES AND REGULATIONS

1. The Residential Units may be used only for private residential use, except that a Residential Unit Owner may use a portion of his or her Residential Unit for any home occupation use, including use as a professional office, permitted under the then existing Certificate of Occupancy covering such Unit, applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. In the event that any Residential Unit shall be used for home occupation or professional 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. No illuminated or other sign may be used in connection with the aforementioned use without the prior written consent of the Board of Managers. Except as set forth above, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise shall be conducted, maintained or permitted in any part of the Residential Units or Common Elements.

2. No "For Sale," "For Rent" or "For Lease" signs or other window displays, or advertising shall be maintained or permitted in any Residential Unit or adjoining Common Elements, nor shall any Residential Unit be rented for transient, hotel or motel purposes. Notwithstanding the foregoing, Sponsor and Sponsor-designees reserve the right to place "For Sale," "For Rent," "For Lease" or similar signs on any unoccupied Units or Unsold Units. Notwithstanding the foregoing, Sponsor and Sponsor-designees also shall have the right to place "For Sale", "For Rent," "For Lease" or similar signs on or in the vicinity of the building. Additionally, as previously set forth, Sponsor and its designee reserve the right to maintain and staff one or more vacant and Unsold Units as a sales office and/or model Unit.

3. With the exception of the Commercial Unit, no portion of a Unit other than the entire Unit may be leased.

4. 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.

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

6. No window guards or other window decorations shall be used in or about 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 exterior glass surfaces of any windows at the Property, excluding the glass surfaces of any windows in the Commercial Unit, be colored or painted.

7. No exterior shades, window guards, awnings, ventilators, fans or air-conditioning devices or units shall be used or installed in or about any Residential Unit without the prior written approval of the Condominium Board, which approval may be granted or refused in the sole discretion of the Condominium Board nor shall anything be projected out of any window of any Residential Unit without similar approval.

8. Upon request of any Unit Owner, the Board of Managers shall allow the installation of any hook-up necessary to provide cable television service to the Units. However, no radio or television aerial shall be attached to or hung by a Residential Unit Owner from the exterior of the building without written approval of the Board of Managers and nothing shall be projected from any window of a Residential Unit without approval in writing by the Condominium Board or the Managing Agent.

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.

10. No Residential Unit Owner shall be allowed to put his or her name on any entry to the building or entrance to any Unit, except in the proper places approved by the Board of Managers for such purposes. Except as otherwise provided in the Condominium Documents, no sign, notice, lettering, or advertisement shall be inscribed or exposed on or at any window, door, or other part of a Residential Unit or adjoining Common Element without prior written approval of the Board of Managers, nor shall anything be projected out of any window of the building without similar prior written approval.

11. No exterior of any Residential Unit, including the terraces or the windows or doors thereof or any other portions of the Common Elements shall be painted or decorated by any Unit Owner in any manner, and no change shall be made in the design of the balcony rails, without the prior written consent of the Board of Managers or except as provided in the By-Laws.

12. Plantings on any terrace or balcony shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches from the terrace or balcony surface, and, if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of draining 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 or balcony but shall stand on supports at least two inches above such surface. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings.

13. The Commercial Unit may be used for commercial purposes or for any other lawful purpose. The Commercial Unit may be divided into two or more spaces used for different purposes as permitted by law.

14. The Unit Owner of the Commercial Unit, and any tenant or tenants of such Unit pursuant to the terms of any lease pertaining thereto, shall have the right to install, repair and maintain either within or in the immediate location of such particular Unit a sign or signs, which may be illuminated, for advertising or identification purposes. Such Unit Owner, and any tenant of space in the Commercial Unit, shall comply with all the laws, orders, rules and regulations of the governmental authorities having jurisdiction thereof, including zoning laws, building codes and as required by insurance underwriters. Such Unit Owner, or its tenant, shall obtain and pay for all permits required for such signs and any necessary renewal fees.

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

16. All garbage and refuse from the building shall be deposited with care in plastic bags or other suitable receptacles intended for such a purpose only at such times and in such a manner as the Board of Managers may direct. No refuse from the Units

shall be sent to the basement of the building, except at such times and in such manner as the Condominium Board or the Managing Agent may direct.

17. No clothes, sheets, blankets, laundry, or other articles of any kind shall be hung or shaken from any doors, windows, open terraces, or open balconies, or placed upon the windowsills, 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.

18. Unit Owners shall be permitted to keep animals as pets provided that any pet does not interfere with the use and enjoyment of the building by the other Unit Owners. In no event shall dogs or cats be permitted in any of the public portions of the building unless carried or on a leash. Each Unit Owner who keeps an animal in the building shall indemnify the Board of Managers and hold it harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having an animal in the building. Notwithstanding the foregoing, the Board of Managers shall have the right to limit the number of animals kept by a Unit Owner or to prohibit an animal which the Board of Managers determines to be interfering with the use and enjoyment of the building by the other Unit Owners.

19. No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

20. No Residential Unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of occupants or owners for adjoining Units; nor shall any nuisance or immoral activity be committed or permitted to occur in or about any Residential Unit or upon any part of the Common Elements.

21. 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 or her Unit or its appurtenant Limited Common Elements 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 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 9:00 a.m. – 5:00 p.m., with elevator access for materials limited to 10:00 a.m. –

4:00p.m., unless such construction or repair work is necessitated by an emergency as defined in each case by the Resident Manager or the Managing Agent.

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

23. Any damage to the building or equipment caused by Unit Owners, Unit Owners' Family Members, their guests, visitors, clients, patients or employees shall be repaired at the expense of the said Unit Owner.

24. No Unit Owner shall engage any employee of the Condominium for any private business of the Unit Owner without prior written consent of the Board of Managers.

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

26. No Unit Owner shall interfere in any manner with any portion of the heating or lighting apparatus which are part of the Common Elements and not part of the Unit Owner's Unit, except that the owner of the Commercial Unit may require the Board of Managers to provide gas and hot water (heat) to such Unit and may use and/or install extra equipment in the risers and conduits servicing the Building so long as such Unit Owner reimburses the Board of Managers for the actual costs attributable to such use and/or installation.

27. No Unit Owner shall use or permit to be brought into the building any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzene, or other explosives or articles deemed extra hazardous to life, limb, or property without in each case obtaining the prior written consent of the Board of Managers.

28. Certain parts of the Common Elements are intended for use for the purpose of affording pedestrian movement within the Condominium and for providing access to the Units. No part of the Common Elements shall be obstructed as to interfere with its use for the purposes hereinabove recited. No part of the Common Elements shall be used for general storage purposes, except maintenance storage or where specifically designated as such. Nothing shall be done on or to the Common Elements in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon except if a use of the Commercial Unit shall increase the rate of hazard and liability insurance for such area and improvements situated thereon, the owner of the Commercial Unit shall pay the increase.

29. The sidewalks, entrances, 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. No vehicle belonging to a Unit Owner, to a Family Member of a Unit Owner or to a guest, tenant, subtenant, licensee, invitee, employee, or agent of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to, or exit from, the building by another vehicle.

30. No scooters or similar vehicles shall be taken into or from the building through the main entrance or 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.

31. No personal articles (including, but not limited to, garbage cans, bottles, or mats) and no furniture, artwork, equipment, or doormats shall be placed or stored in entrances, hallways, stairways, or other Common Elements. No Residential Unit Owner shall change or alter in any way the design, layout, color scheme or furnishings in entrances, hallways, stairways, or other General Common Elements. Notwithstanding the foregoing, a Residential Unit Owner has the right to change the lock on the door to his or her Unit or to add an additional lock provided that such lock has a brushed finished cylinder.

32. There shall be no playing or lounging in the entrances, passages, public halls, elevators, vestibules, corridors, stairways, or fire towers of the building, except in recreational areas or other areas designated as such in the Declaration or by the Condominium Board.

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

34. 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, without the prior written consent of the Condominium Board. No Unit Owner shall permit anything to be done or kept in his or her 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.

35. Water-closets and other water apparatus in the building shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, paper, ashes or any other article shall be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus shall be repaired and paid for by the Unit Owner causing such damage.

36. Sponsor or its designee, the agents of the Board of Managers, and any contractor or workman authorized by them may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration, By-Laws, or Rules and Regulations of the Condominium.

37. 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.

38. The Condominium Board or the Managing Agent shall retain a pass-key to each Residential Unit. No Residential Unit Owner shall change any lock on any door leading into his or her Residential Unit without the prior written consent of the Board of Managers. As a condition to obtaining such consent, the Residential Unit Owner must provide the Board of Managers with a key to such changed lock for their use. If a Residential Unit Owner fails to provide the Board of Managers with all keys necessary to gain entrance to such Unit Owner's Unit promptly after such Unit Owner moves into his or her Unit, then Sponsor shall be automatically released from any obligation it may have for correcting defects in or making repairs to such Unit. If Sponsor or the Board of Managers must gain access to a Residential Unit for emergency purposes and a Residential Unit Owner has not furnished a key to the Board of Managers as provided in this paragraph, then the affected Residential Unit Owner shall be liable and responsible for any damage to the Common Elements or such Residential Unit caused by Sponsor or the Board of Managers in gaining access to such Unit. Furthermore, if the Residential Unit Owner is not personally present to open and permit an entry to his or her Residential 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 Residential Unit Owner's property).

39. If any key or keys are entrusted by a Unit Owner, by any Family Member thereof, or by his or her 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 be liable for injury, loss, or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

40. No Unit Owner or other occupant of the building shall use any employee of the Condominium or of the Managing Agent for private business or send any employee of the Condominium or of the Managing Agent out of the building on any private business without the written consent of the Condominium Board except as a real estate broker for the sale or lease of a Unit.

41. 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.

42. Complaints regarding the management of the building and grounds or regarding the actions of other Unit Owners shall be made in writing to the Board of Managers.

43. The Rules and Regulations govern the use of the Units and Limited Common Elements and may be amended from time to time by the Board of Managers. However, no amendment of the Rules and Regulations shall be applicable to the Commercial Unit unless agreed to by the Commercial Unit Owner.

44. The Condominium shall recycle garbage and waste in compliance with applicable laws. Unit Owners, their tenants and other residents shall not litter the compactor room but shall comply with all instructions posted therein by the Board of Managers from time to time for the proper recycling and disposal of garbage and waste. Without limiting the generality of the foregoing, a Unit Owner, tenant or Resident wishing to dispose of large packing boxes must either knock them down flat and leave them in the compactor rooms to be picked up daily by the Condominium's porters or take them to the First Floor and dispose of them as directed by the Concierge. Violators of this rule shall be subject to fines or penalties.

45. No alteration shall be made to any Unit by a Unit Owner or his tenant, agent, contractor, subcontractor, decorator, or other agent, unless such alteration has first been approved in writing by the Board of Managers of the Condominium. Application for such authorization must be made in writing (A) using a standardized form prescribed by the Board (B) accompanied by detailed drawings or plans, and if deemed appropriate by the Board, prepared by an architect or appropriately licensed contractor, (C) together with an insurance certificate expressly naming the Condominium as a primary or additional insured for the duration of the work. After a review by its Resident Manager and if necessary, its own architect, the Board shall use its best efforts to respond to the application within thirty (30) days. The Condominium shall have no liability for actions taken by a Unit Owner or any third party in reliance on an expectation of an approval, until such time as the Board actually consents to approve the proposed alteration.

46. No unsightly materials, such as excessive furnishings, electronic equipment, newspapers, magazines, and clothing, may be piled in or near windows or placed upon inner windowsills of the building, if the visual effect thereof when seen from the street or courtyard may, in the reasonable opinion of the Board, disparage the reputation of the Condominium or reduce the property values of individual Unit Owners. Each day when such unsightly materials remain visible may be deemed to be an individual violation of this rule and subject to fines and/or penalties.

RIDER #3

Battery Pointe Condominium

Lease Rider

This rider is attached to and made an integral part of the certain lease ("Lease") dated of _____ 20____ by and relating to Unit # _____ in the Battery Pointe Condominium, 300 Rector Place, New York NY 10280 ("Condominium"). The landlord and tenant have duly executed this Rider for the express benefit of the Condominium and agree to be bound by the following terms, which shall be deemed to supersede and control any other provisions of the Lease or any rider thereto to the extent of any inconsistency between or among them. The condominium shall have the right to enforce the terms of this rider by all appropriate legal means for its own benefit and need not join both Landlord and Tenant in an action for that purpose.

1. Pursuant to the terms of the Condominium's Declaration and By-Laws, Landlord is obligated to pay Common Charges to the Condominium. For the purpose of this Rider, Common Charges include common charges, assessments and fees, including legal fees and any Interest and late charges, as provided in the Condominium Declaration, By-Laws and the Rules and Regulations promulgated there under (the "Common Charges"). In the event that the Landlord may at any time be in arrears in the payment of any Common Charges due to the Condominium, the Condominium shall have the right to collect all rent due under the Lease (Rent") from the Tenant directly, and Landlord and Tenant expressly consent to such direct payment.
2. When Landlord is in default in payment of its Common Charges, the Condominium or its Managing Agent will notify the Tenant and Landlord of the arrears and instruct the Tenant to pay all Rent to the Condominium's Managing Agent, as specified in the notice from the Condominium. The amount of Rent payable by the Tenant shall be governed by the terms of the Lease. Tenant acknowledges that the Condominium and/or its managing Agent, in accepting the Rents, shall assume no obligations of Landlord under the terms of the Lease.
3. a) Upon receipt of each payment of Rent, the Condominium's Managing Agent shall apply the sum received against the arrears in the Landlord's payment of Common Charges.

b) Landlord consents and agrees that the Condominium and/or its Managing Agent may then and thereafter, without taking possession, in Its own name, demand, collect, receive, sue for, attach and levy the Rent. The Condominium may also withhold a reasonable fee to cover the administrative and legal costs in and expense of operation and collections, as determined by the Condominium, in implementing the terms of this Rider.

c) The Landlord may at any time pay the balance due of the outstanding Common Charges in advance of the payment of Rent by the Tenant sufficient to satisfy such balance due, but the Tenant's obligation in this respect shall be limited to the payment of Rents as called for by the terms of the Lease.
4. Notwithstanding collection by the Condominium of some or all of the Common Charges from the Rent, the obligation to pay the entire balance of the outstanding Common Charges as they become due shall be and remain the obligation of the Landlord. The arrangement described above with regard to the collection of Common Charges from Rent shall not in any way bar or limit the right of the Condominium to commence and maintain foreclosure or other legal proceedings against the Landlord based upon a default by the Landlord to pay any amount of the Common Charges as they become due or for any other default under the Condominium Declaration or By-Laws, whether such default shall occur before or after the date of the lease. In the event that such proceeding shall have already been instituted as

of the date of the Lease, the Condominium need not settle or discontinue such proceedings for any reason until the entire balance of the outstanding Common Charges shall have been paid in full.

5. If the Landlord has mortgaged his or her unit, Landlord is required by Section 8.1 of the By-Laws to supply the Condominium with the name and address of his or her mortgage ("Mortgagee") and to file a conformed copy of the note and mortgage with the Condominium. Except as provided in the preceding sentence, Landlord shall not pledge, transfer, mortgage or otherwise encumber or assign future payments of Rent without the prior written consent of the Condominium.

Date as of the date of the Lease.

Unit Owner/Landlord

Prospective Tenant

Prospective Tenant

RIDER #4

Battery Pointe Condominium

Pursuant to Article 7 Section of the By-laws of the Condominium:

The lease may be modified, amended, extended or assigned without the prior consent in writing of the Board and that the tenant shall not assign his interest in such lease, or sublet demised premises or any part thereof without the prior consent in writing of the Board and that the Board shall have the power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the Landlord, in the event of (I) a default by the Tenant in the performance of its obligations under the Lease or (II) a foreclosure of a lien.

Unit Owner

Unit Owner

Prospective Tenant

Prospective Tenant

Notice to Tenant or Occupant

DEPARTMENT OF HEALTH CITY OF NEW YORK NOTICE TO TENANT OR OCCUPANT

You are required by law to have window guards installed in all windows if a child 10 years of age or younger lives in your apartment.*

Your landlord is required by law to install window guards in your apartment:

___ if a child 10 years of age or younger lives in your apartment.

OR

___ if you ask him to install window guards at any time (you need not give a reason)

It is a violation of law to refuse, interfere with installation, or remove window guards where required, or to fail to complete and return this form to your landlord. If this form is not returned promptly an inspection by the landlord will follow.

CHECK WHICHEVER APPLY:

___ CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT

___ NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT

___ I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER

___ WINDOW GUARDS ARE INSTALLED IN ALL WINDOWS*

___ WINDOW GUARDS ARE NOT INSTALLED IN ALL WINDOWS*

___ WINDOW GUARDS NEED MAINTENANCE OR REPAIR

___ WINDOW GUARDS DO NOT NEED MAINTENANCE OR REPAIR

Tenant's Name: _____ Date: _____

Tenant's Name: _____ Date: _____

RETURN THIS FORM TO:

RY. Management
50 Battery Place
New York, NY 10280

**For Further Information Call:
Window Falls Prevention (212) 957-2158**

*Except windows giving access to fire escapes or a window on the first floor that is required means of egress from the dwelling out.

**NOTICE TO TENANT
DISCLOSURE OF BEDBUG INFESTATION HISTORY**

Pursuant to the NYC Housing Maintenance Code, an owner/managing agent of residential rental property shall furnish to each tenant signing a vacancy lease a notice that is set forth the property's bedbug infestation history.

Name of tenant(s):

Subject Premises:

Apt #:

Date of vacancy lease:

BEDBUG INFESTATION HISTORY
(Only boxes checked apply)

- There is no history of any bedbug infestation within the past year in the building or in any apartment.
- During the past year, the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the _____ floor(s).
- During the past year the building had a bedbug infestation history on the _____ floor(s) and it has not been the subject of eradication measures.
- During the past year the apartment had a bedbug infestation and eradication measures were employed.
- During the past year the apartment had a bed infestation history and eradication measures were not employed.
- Other: _____

Signature of Tenant(s): _____ Dated: _____

Signature of Owner/Agent: _____ Dated: _____

LEASE/COMMENCEMENT NOTICE FOR INDOOR ALLERGEN HAZARDS

1. The Owner of this apartment is required, under New York City administrative code section 27-2017.1et seq., to make an annual inspection for indoor allergen hazards (such as mold, mice, rats, roaches) in your apartment. The owner must also inspect if you unform him or her that there is a condition in your apartment that has issued a violation requiring correction of an indoor allergen hazard in your apartment, the owner is required to fix it, using the safe work practices that are provided by the law. The owner must also provide new tenants with a pamphlet containing information about indoor allergen hazards.
2. The owner of this apartment is also required, prior to your occupancy as a new tenant, to fix all visible mold and pest infestation in the apartment, as well as any underlying defects, like leaks, using the safe work practices provided in the law. If the owner provides carpeting or furniture, he or she must thoroughly clean and vacuum it prior to occupancy. This notice must be designed by the owner or his or her representative, and state that he or she has complied with these requirements.

I, _____ (owner or representative name in print).
Certify that I have complied with the requirement of the New York City administrative code section 27-2017.5 by removing all visible mold and pest infections and any underlying defects, and where applicable, cleaning and vacuuming any carpet and furniture that I have provided to the tenant. I have performed the required work using the safe work practices provided in the law.

Signed: _____

Date: _____

**Battery Pointe Condominium
C/O RY MANAGEMENT CO., INC.
50 battery Place
New York, New York 10280**

PROCEDURES FOR TENANTS REGARDING SUSPECTED GAS LEAKS

The law requires the owner of the premises to advise tenants that when they suspect that a gas leak has occurred, they should take the following actions:

1. Quickly open nearby doors and windows and then leave the building immediately; do not attempt to locate the leak. Do not turn on or off any electrical appliances, do not smoke or light matches or lighters, and do not use house-phone or cellphone within the building;
2. After leaving the building, from a safe distance away from the building, call 911 immediately to report the suspected gas leak;
3. After calling 911, call the gas service provider for the building as follows:

Con Edison 1-800-752-6633

Provider	Number
----------	--------

PROCEDIMIENTO PARA LOS INQUILINOS CUANDO HAY SOSPECHAS DE FUGA DE GAS

La ley requiere que el propietario de la casa o edificio informe a los inquilinos que cuando sospechan que se ha producido un escape de gas, deben tomar las siguientes medidas:

1. Abra rapidamente las puertas y ventanas cercanas y salga del edificio inmediatamente; No intente localizar el escape de gas. No encienda o apague electrodomestico, no fume ni encienda fosforos ni encendedores, y no utilice un telefono de la casa o un telefono celular dentro del edificio;
2. Despues de salir del edificio, a una distancia segura del edificio, llame al 911 inmediatamente para reportar sus sospechas;
3. Despues de llamar al 911, llame al proveedor del servicio de gas para este edificio, de la siguiente manera:

Con Edison 1-800-752-6633

Proveedor	Telefono
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October 2019

SPRINKLER DISCLOSURE LEASE RIDER

Pursuant to the New York State Real Property Law, Article 7, Section 231-a, effective December 3, 2014, all residential leases must contain a conspicuous notice as to the existence or non-existence of a Sprinkler System in the Leases Premises.

Name of tenant(s): _____

Lease Premises Address: _____

Apartment Number: _____ (the "Leased Premises")

Date of Lease: _____

CHECK ONE:

1. **There is NO Maintained and Operative Sprinkler System in the Leases Premises.**
2. **There is a Maintained and Operative Sprinkler System in the Leases Premises.**

A. The last date of which the Sprinkler System was maintain was and inspected on _____.

A "Sprinkler System" is a system of piping and appurtenances designed and installed in the accordance with generally accepted standards so that the heat from a fire will automatically cause water to be discharged over the fire area to extinguish it or prevent its further spread (Executive Law of New York, Article 6-C, Section 155-a(5)).

Acknowledge & Signature:

I, the Tenant, have rad the disclosure set forth above. I understand that this notice as to the existence or non-existence of a Sprinkler System is being provided to me to help me make an informed decision about the Leases Premises in accordance with New York Real Property Law Article 7, Section 231-a.

Tenant:

Name: _____ Date: _____

Signature: _____

Name: _____ Date: _____

Signature: _____

**NOTIFICATION OF
LEGAL MAILING ADDRESS FOR UNIT OWNER**

All communications and invoices concerning the ownership of 300 Rector Place
Unit # _____, New York NY 10280, should be sent to the following address rather
than the apartment:

Owner's Name: _____

Address: _____

Business Telephone Number: _____

Home Telephone Number: _____

Email Address: _____

BATTERY POINTE BUILDING LINK FORM

BATTERY POINTE
300 Rector Place
New York NY 10280
(212) 945-0585
batterypointedesk@gmail.com

The Battery Pointe Board of Managers has contracted the "BuildingLink®" system to enhance our mail and package delivery system, to complement our security systems and to provide more technologically current communications.

Please complete the information indicated on the form below so that we can establish you within that system. As with all your personal information, we will hold all data in strict confidence.

Unit#: _____

	Resident A	Resident A
Last/Family Name		
First/Given Name:		
Email Address:		
Home Phone:		
Cell Phone:		
Business Phone:		

Children & Ages: (1) _____ (2) _____

(3) _____ (4) _____

Pets (names and descriptions): (1) _____ (2) _____

(3) _____ (4) _____

Family/Guests to be allowed ongoing key release and entry in your absence:

(1) _____ (2) _____

(3) _____ (4) _____

Domestic Assistants to be allowed ongoing key release and entry in your absence:

(1) _____ (2) _____

(3) _____ (4) _____

Other information of import: _____

BATTERY POINTE CONDOMINIUM

Release of Information Authorization

I HEREBY AUTHORIZE ANY INDIVIDUAL, COMPANY OR INSTITUTION TO RELEASE TO TENANT DATA VERIFICATION AND/OR ITS REPRESENTATIVE ANY AND ALL INFORMATION THAT THEY HAVE CONCERNING MY CHARACTER, REPUTATION, MODE OF LIVING, EMPLOYMENT HISTORY AND CREDIT REPORT.

I HEREBY RELEASE THE INDIVIDUAL, COMPANY OR INSTITUTION AND ALL INDIVIDUALS CONNECTED THEREIWITH FROM ALL LIABILITY FOR ANY DAMAGE WHATSOEVER INCURRED IN FURNISHING SUCH INFORMATION.

PROSPECTIVE UNIT OWNER/TENANT

FULL NAME (PRINT OR TYPE

DATE OF BIRTH

CURRENT ADDRESS

SIGNATURE

SOCIAL SECURITY NO.

DATE

PROSPECTIVE UNIT OWNER/ TENANT

FULL NAME (PRINT OR TYPE

DATE OF BIRTH

CURRENT ADDRESS

SIGNATURE

SOCIAL SECURITY NO.

DATE

PAYMENT:

NAME OF CREDIT CARD HOLDER: _____

SIGANTURE OF CARD HOLDER: _____

CREDIT CARD NUMBER: _____

EXPIRATION DATE: _____

INDICATE TYPE OF CARD: _____

VISA-MASTER CARD-AMERICAN EXPRESS

Battery Pointe Condominium Pet Policy

To Our Battery Pointe Neighbors:

The Battery Pointe Board of Managers has adopted a new pet policy for the building, effective **February 1, 2016**. This policy was developed by a committee of your neighbors who conducted extensive research on the pet policies in other Battery Park City buildings. It has been under consideration by the Board for six months.

Guidelines

This document serves as a guideline for pet owners and residents to ensure that all Battery Pointe residents and employees can co-exist in a safe, sanitary and pleasant environment. It is in our best interest that Battery Pointe offers a safe and pet-friendly environment for all building residents and employees.

- 1) While certain pets are allowed at Battery Pointe, in accordance with the Health Code of the City of New York, we ask pet owners to consider neighbors. Household pets must be peaceful in nature. Pets must not interfere with the health, safety or welfare of other residents, visitors or other pets at Battery Pointe. Please remember that New York City law and the Battery Pointe By-Laws assure quiet enjoyment for all residents, free of unreasonable noise, including dogs barking. Fines apply for violation of this quiet enjoyment.
- 2) Pet owners shall use their best efforts to ensure Battery Pointe Condominium as a safe environment, sanitary, peaceful living space for all residents.
- 3) Pets shall not be tied or chained immediately to Condominium property or perimeter.
- 4) Pet owners are responsible for cleaning up after their pets. This is not the responsibility of building staff.
- 5) Pets are not permitted on the roof terrace, playroom, gym or in the backyard. When outside the apartment in the common areas, pets should be carried, on a leash or in an animal carrier.
- 6) The following breeds of dogs are considered aggressive breeds and will not be permitted in Battery Pointe at any time on a permanent or visiting basis:
 - Pit Bulls, Rottweilers, Doberman Pinschers, and any dog that has any of the above breeds in their lineage (Full Breed and/or Mixed Breeds). These breed restrictions are aligned with those of the New York City Housing Authority (NYCHA).
 - Should any of these breeds be in Battery Pointe, aside from those listed in 6A below, they shall be removed immediately by the owner.
- 6A) Residents that own such non-permitted breeds currently and house them in Battery Pointe may keep these pets but may not introduce any additional non-permitted breeds to the building, including but not limited to the offspring of current pets or a replacement of the same.
- 6B) Residents who use the service of dog-walkers should advise these dog-walkers that they cannot bring a non-permitted breed into Battery Pointe when they come to pick up or drop off a dog.

(continued)

Dog and Cat Registration at the Concierge desk:

- 1) Owners and tenants who own and/or have dogs and/or cats in their apartment (unit) must register their pet(s) with RY Management via the Battery Pointe Concierge desk and must sign and comply with these guidelines.
- 2) First-time dog and/or cat-owners must pay a one-time \$100 (one hundred dollars) pet registration fee. This fee does not apply to pets in the building as of February 1, 2016.
- 3) In the event that a new dog and/or cat is acquired, the new animal should be registered promptly with RY Management via the Concierge desk within fifteen days of bringing the animal to Battery Pointe. If an animal no longer resides in the unit, RY Management should be promptly notified within fifteen days.

Battery Pointe Dog and/or Cat Registration

Battery Pointe Pet Registration – at the Concierge desk. To register your animal, please complete and submit the attached document to the Concierge desk or you may email it to batterypointedesk@gmail.com. Also, please attach or email a picture(s) of your pet(s).

OWNER or TENANT and UNIT NO.

DATE: _____

Animal (Dog or Cat)		Animal (Dog or Cat)	
Name		Name	
Breed		Breed	
Color		Color	
License No. (Dogs only)		License No. (Dogs only)	
Vet Name & Phone #		Vet Name & Phone #	
Emergency Contact		Emergency Contact	

**NOTICE TO TENANT OF APPLICABILITY OR INAPPLICABILITY
OF THE NEW YORK STATE GOOD CAUSE EVICTION LAW**

To Tenant(s),

This notice from your landlord serves to inform you of whether or not your unit/apartment/home is covered by the New York State Good Cause Eviction Law (Article 6-A of the Real Property Law) and, if applicable, the reason permitted under the New York State Good Cause Eviction Law that your landlord is not renewing your lease. Even if your apartment is not protected by Article 6-A, known as the New York State Good Cause Eviction Law, you may have other rights under other local, state, or federal laws and regulations concerning rents and evictions. This notice, which your landlord is required to fill out and give to you, does not constitute legal advice. You may wish to consult a lawyer if you have any questions about your rights under the New York State Good Cause Eviction Law or about this notice.

The sending of this notice does not vitiate any prior litigation notices or pleading served upon you, nor does sending of this notice serve to revive or reinstate any previously terminated tenancy. The word "tenant" as recited in the notice is solely for identification purposes and not a statement of legal status. No admissions or concessions of an owner right or remedy may be construed from the text or sending of this notice.

NOTICE (THIS SHOULD BE FILLED OUT BY YOUR LANDLORD)

UNIT INFORMATION

STREET:

UNIT OR APARTMENT NUMBER:

CITY/TOWN/VILLAGE:

STATE:

ZIP CODE:

1. IS THIS UNIT SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW? (PLEASE MARK APPLICABLE ANSWER)

YES ___

NO ___

2. IF THE UNIT IS EXEMPT FROM ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, WHY IS IT EXEMPT FROM THAT LAW? (PLEASE MARK ALL APPLICABLE EXEMPTIONS)

A. Village/Town/City outside of New York City has not adopted good cause eviction under section 213 of the 1991 Real Property Law ___;

B. Unit is owned by a "small landlord," as defined in subdivision 3 of section 211 of the Real Property Law, who owns no more than 10 units for small landlords located in New York City or the number of units established as the maximum amount a "small landlord" can own in the state by a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, or no more than 10 units, as applicable. In connection with any eviction proceeding in which the landlord claims an exemption from the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, on the basis of being a small landlord, the landlord shall provide to the tenant or tenants subject to the proceeding the name of each natural person who owns or is a beneficial owner of, directly or indirectly, in whole or in part, the housing accommodation at issue in the proceeding, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence. If the landlord is an entity, organized under the laws of this state or of any other jurisdiction, then such landlord shall provide to the tenant or tenants subject to the proceeding the name of each natural person with a direct or indirect ownership interest in such entity or any affiliated entity, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence (exemption under subdivision 1 of section 214 of the Real Property Law) ___;

C. Unit is located in an owner-occupied housing accommodation with no more than 10 units (exemption under subdivision 2 of section 214 of the Real Property Law) ___;

D. Unit is subject to regulation of rents or evictions pursuant to local, state, or federal law (exemption under subdivision 5 of section 214 of the Real Property Law)___;

E. Unit must be affordable to tenants at a specific income level pursuant to statute, regulation, restrictive declaration, or pursuant to a regulatory agreement with a local, state, or federal government entity (exemption under subdivision 6 of section 214 of the Real Property Law) ___;

F. Unit is on or within a housing accommodation owned as a condominium or cooperative, or unit is on or within a housing accommodation subject to an offering plan submitted to the office of the attorney general (exemption under subdivision 7 of section 214 of the Real Property Law) ___;

G. Unit is in a housing accommodation that was issued a temporary or permanent certificate of occupancy within the past 30 years (only if building received the certificate on or after January 1st, 2009) (exemption under subdivision 8 of section 214 of the Real Property Law) ___;

H. Unit is a seasonal use dwelling unit under subdivisions 4 and 5 of section 7-108 of the General Obligations Law (exemption under subdivision 9 of section 214 of the Real Property Law) ___;

I. Unit is in a hospital as defined in subdivision 1 of section 2801 of the Public Health Law, continuing care retirement community licensed pursuant to Article 46 or 46-A of the Public Health Law, assisted living residence licensed pursuant to Article 46-B of the Public Health Law, adult care facility licensed pursuant to Article 7 of the Social Services Law, senior residential community that has submitted an offering plan to the attorney general, or not-for-profit independent retirement community that offers personal emergency response, housekeeping, transportation and meals to their residents (exemption under subdivision 10 of section 214 of the Real Property Law) ___;

J. Unit is a manufactured home located on or in a manufactured home park as defined in section 233 of the Real Property Law (exemption under subdivision 11 of section 214 of the Real Property Law) ___;

K. Unit is a hotel room or other transient use covered by the definition of a class B multiple dwelling under subdivision 9 of section 4 of the Multiple Dwelling Law (exemption under subdivision 12 of section 214 of the Real Property Law) ___;

L. Unit is a dormitory owned and operated by an institution of higher education or a school (exemption under subdivision 13 of section 214 of the Real Property Law) ___;

M. Unit is within and for use by a religious facility or institution (exemption under subdivision 14 of section 214 of the Real Property Law)

___;

N. Unit has a monthly rent that is greater than the percent of fair market rent established in a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York Good Cause Eviction Law, or 245 percent of the fair market rent, as applicable. Fair market rent refers to the figure published by the United States Department of Housing and Urban Development, for the county in which the housing accommodation is located, as shall be published by the Division of Housing and Community Renewal no later than August 1st in any given year. The Division of Housing and Community Renewal shall publish the fair market rent and 245 percent of the fair market rent for each unit type for which such fair market rent is published by the United States Department of Housing and Urban Development for each county in New York State in the annual publication required pursuant to subdivision 7 of section 211 of the Real Property Law (exemption under subdivision 15 of section 214 of the Real Property Law) ___;

3. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES, WHAT IS THE LANDLORD'S JUSTIFICATION FOR INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES ? (A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent.)

(PLEASE MARK AND FILL OUT THE APPLICABLE RESPONSE)

A. The rent is not being increased above the threshold for presumptively unreasonable rent increases described above: ___;

B. The rent is being increased above the threshold for presumptively unreasonable rent increases described above: ___;

B-1: If the rent is being increased above the threshold for presumptively unreasonable rent increases described above, what is the justification for the increase:

4. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS NOT RENEWING A LEASE, WHAT IS THE GOOD CAUSE FOR NOT RENEWING THE LEASE? (PLEASE MARK ALL APPLICABLE REASONS)

A. This unit is exempt from Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, for the reasons stated in response to question 2, above (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED): ____;

B. The tenant is receiving this notice in connection with a first lease or a renewal lease, so the landlord does not need to check any of the lawful reasons listed below for not renewing a lease under Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED) ____;

C. The landlord is not renewing the lease because the unit is sublet and the sublessor seeks in good faith to recover possession of the unit for their own personal use and occupancy (exemption under subdivision 3 of section 214 of the Real Property Law): ____;

D. The landlord is not renewing the lease because the possession, use or occupancy of the unit is solely incident to employment and the employment is being or has been lawfully terminated (exemption under subdivision 4 of section 214 of the Real Property Law): ____;

E. The landlord is not renewing the lease because the tenant has failed to pay rent due and owing, and the rent due or owing, or any part thereof, did not result from a rent increase which is unreasonable. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for

eviction under paragraph a of subdivision 1 of section 216 of the Real Property Law): ____;

F. The landlord is not renewing the lease because the tenant is violating a substantial obligation of their tenancy or breaching any of the landlord's rules and regulations governing the premises, other than the obligation to surrender possession of the premises, and the tenant has failed to cure the violation after written notice that the violation must cease within 10 days of receipt of the written notice. For this good cause to apply, the obligation the tenant violated cannot be an obligation that was imposed for the purpose of circumventing the intent of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law. The landlord's rules or regulations that the tenant has violated also must be reasonable and have been accepted in writing by the tenant or made a part of the lease at the beginning of the lease term (good cause for eviction under paragraph b of subdivision 1 of section 216 of the Real Property Law): ____;

G. The landlord is not renewing the lease because the tenant is either (a) committing or permitting a nuisance on the unit or the premises; (b) maliciously or grossly negligently causing substantial damage to the unit or the premises; (c) interfering with the landlord's, another tenant's, or occupants of the same or an adjacent building or structure's comfort and safety (good cause for eviction under paragraph c of subdivision 1 of section 216 of the Real Property Law): ____;

H. The landlord is not renewing the lease because the tenant's occupancy of the unit violates law and the landlord is subject to civil or criminal penalties for continuing to let the tenant occupy the unit. For this good cause to apply, a state or municipal agency having jurisdiction must have issued an order requiring the tenant to vacate the unit. No tenant shall be removed from possession of a unit on this basis unless the court finds that the cure of the violation of law requires the removal of the tenant and that the landlord did not, through neglect or deliberate action or failure to act, create the condition necessitating the vacate order. If the landlord does not try to cure the conditions causing the violation of the law, the tenant has the right to pay or secure payment, in a manner satisfactory to the court, to cure the violation. Any tenant expenditures to cure the violation shall be applied against rent owed to the landlord. Even if removal of a tenant is absolutely essential to the tenant's health and safety, the tenant shall be entitled to resume possession at such time as the dangerous conditions have been removed. The tenant also retains the right to bring an action for monetary damages against the landlord or to otherwise compel the landlord to comply with all applicable state

or municipal housing codes (good cause for eviction under paragraph d of subdivision 1 of section 216 of the Real Property Law): ____;

I. The landlord is not renewing the lease because the tenant is using or permitting the unit or premises to be used for an illegal purpose (good cause for eviction under paragraph e of subdivision 1 of section 216 of the Real Property Law): ____;

J. The landlord is not renewing the lease because the tenant has unreasonably refused the landlord access to the unit for the purposes of making necessary repairs or improvements required by law or for the purposes of showing the premises to a prospective purchaser, mortgagee, or other person with a legitimate interest in the premises (good cause for eviction under paragraph f of subdivision 1 of section 216 of the Real Property Law): ____;

K. The landlord is not renewing the lease because the landlord seeks in good faith to recover possession of the unit for the landlord's personal use and occupancy as the landlord's principal residence, or for the personal use and occupancy as a principal residence by the landlord's spouse, domestic partner, child, stepchild, parent, step-parent, sibling, grandparent, grandchild, parent-in-law, or sibling-in-law. The landlord can only recover the unit for these purposes if there is no other suitable housing accommodation in the building that is available. Under no circumstances can the landlord recover the unit for these purposes if the tenant is (a) 65 years old or older; or (b) a "disabled person" as defined in subdivision 6 of section 211 of the Real Property Law. To establish this good cause in an eviction proceeding, the landlord must establish good faith to recover possession of a housing accommodation for the uses described herein by clear and convincing evidence (good cause for eviction under paragraph g of subdivision 1 of section 216 of the Real Property Law): ____;

L. The landlord is not renewing the lease because the landlord in good faith seeks to demolish the housing accommodation. To establish this good cause in an eviction proceeding, the landlord must establish good faith to demolish the housing accommodation by clear and convincing evidence (good cause for eviction under paragraph h of subdivision 1 of section 216 of the Real Property Law): ____;

M. The landlord is not renewing the lease because the landlord seeks in good faith to withdraw the unit from the housing rental market. To

establish this good cause in an eviction proceeding, the landlord must establish good faith to withdraw the unit from the rental housing market by clear and convincing evidence (good cause for eviction under paragraph i of subdivision 1 of section 216 of the Real Property Law):
_____;

N. The landlord is not renewing the lease because the tenant has failed to agree to reasonable changes at lease renewal, including reasonable increases in rent, and the landlord gave written notice of the changes to the lease to the tenant at least 30 days, but no more than 90 days, before the current lease expired. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published by August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for eviction under paragraph j of subdivision 1 of section 216 of the Real Property Law):_____.

Received on this _____ day of _____

BY: _____
Tenant

BY: _____
Tenant

BY: _____
Tenant