

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

**INFORMATION REQUIRED FOR SALE APPLICATION**

1. Copy of Fully Executed Contract of Sale
2. Notice of Intention to Sell or Lease Condominium Unit – To be completed and signed by the **CURRENT UNIT OWNER(S). SELLER (Current Unit owner)** Provide the "Condominium offering Plan and Ground Lease to Purchaser (New Owner). If Seller needs a copy of offering plan or Ground Lease, they can be purchased each for \$100.00 at RY Management. Check must be payable to **Battery Pointe Condominium.**
3. Application for the Waiver of Right of First Refusal and Application for Occupancy – To be completed and signed by the **PROSPECTIVE PURCHASER(S). PROSPECTIVE PURCHASER(S) Must Include a Copy of Government Identification (state ID or Passport).**
4. Affidavit of Income – to be completed, signed, and notarized by the **PROSPECTIVE PURCHASER(S).**
5. Rider #2 – Rules and Regulations – Please sign and **KEEP THE RULES FOR YOUR RECORDS.**
6. Notification of Legal Mailing Address Form – to be completed by **PROSPECTIVE PURCHASER(S)**
7. Forwarding Address Form to be completed by **SELLER & PURCHASER.**
8. Pet Policy Regulation & Registration to be signed by **PROSPECTIVE PURCHASER(S)**
9. Window Guard Form
10. Bed Bug Disclosure (Attached)
11. Indoor Allergen Lease Rider (Attached)
12. Gas Leak Form (Attached)
13. Sprinkler Form (Attached)
14. Building Link Registration to be completed by **PROSPECTIVE PURCHASER(S)**
15. The **Prospective Owner(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 FEE).**

**PLEASE ALLOW UP TO 30 DAYS TO PROCESS ALL APPLICATIONS.**

Once your application has been approved, a move-in date needs to be arranged with the **BATTERY POINTE** front desk (212-945-0585). A certificate of insurance (COI) is required from the moving company naming **BATTERY POINTE CONDOMINIUM, BATTERY POINTE BOARD OF MANAGERS, AND R.Y. MANAGEMENT CO., INC.** as additionally insured.

**Please return the copy of the complete package only. Partial packages will be returned.**

Please return completed application to:

**RY Management Co., Inc.  
Attn: Liz Pastorino  
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/YYYY

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

STOCKBROKER, 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

**BATTERY POINTE CONDOMINIUM**

**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**

RESIDENTS TO OCCUPY APT.	SS #	RELATIONSHIP	SEX	AGE
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____
3. _____	_____	_____	_____	_____
4. _____	_____	_____	_____	_____
5. _____	_____	_____	_____	_____
6. _____	_____	_____	_____	_____

NUMBER OF CARS (INCL. CO. CARS) \_\_\_\_\_ Driver's License No. \_\_\_\_\_ State \_\_\_\_\_

Make \_\_\_\_\_ Year \_\_\_\_\_ License \_\_\_\_\_

Make \_\_\_\_\_ Year \_\_\_\_\_ License \_\_\_\_\_

APPLICANT SIGNATURE \_\_\_\_\_

APPLICANT SIGNATURE \_\_\_\_\_

**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

**RIDER #3**

**Battery Pointe Condominium**

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

Apartment #: \_\_\_\_\_

The undersigned will comply with all Rules and Regulations and By-Laws of Battery Pointe Condominium, as such rules may now exist or hereafter amended. It is your responsibility to ascertain and obtain copies of Rules and By-Laws and changes thereto.

A copy of the Rules and Regulations is attached hereto for your convenience.

\_\_\_\_\_  
Prospective Unit Owner

\_\_\_\_\_  
Prospective Unit Owner

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 the 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.

**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](mailto: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: \_\_\_\_\_

\_\_\_\_\_

**Re: Battery Pointe Condominium  
300 Rector Place # \_\_\_\_\_  
(New Owner Information)**

Dear Owner(s):

In conjunction with your closing, we ask that both the seller(s) and the purchaser(s) provide the following information at the time of your closing in order to keep our records current. Please complete the information below and return it to R.Y. Management Co., Inc.

Thank you for your assistance in this matter.

**Seller's Name:** \_\_\_\_\_

**Seller's Forwarding Address:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Seller's New Telephone #:** \_\_\_\_\_

**Purchaser's Name(s) on Deed:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date of closing:** \_\_\_\_\_

**Purchaser's mailing address  
For Common charge Bills:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Name & Address Of  
Mortgage Holder  
(Include Loan Number)** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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](mailto: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	