

HUDSON VIEW EAST CONDOMINIUM  
c/o RY Management Co., Inc.  
50 Battery Place  
New York, NY 10280  
(212) 786-2803

**INFORMATION REQUIRED FOR LEASE APPLICATIONS**

1. Executed Condominium Lease agreement (See Attached)
2. Notice of intention to sell Condominium unit to be completed and signed by **CURRENT** UNIT OWNER(S).
3. Application for Waiver of right of First Refusal and Application for Occupancy to be Completed by **PROSPECTIVE TENANT(S)**.
4. Affidavit Of Income To be Completed, signed and notarized for **PROSPECTIVE TENANT(S)**.
5. Rules & Regulations & By-Laws acknowledgement Rider to be Signed by **PROSPECTIVE TENANT(S)**, And Keep the Rules & Regulations for Your records.
6. Rider #1, 2, 3 And 4 To be Completed and Signed by **PROSPECTIVE TENANT(S) AND/OR OWNER(S) WHERE APPLICABLE.**
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 and Signed by **PROSPECTIVE TENANT(S)**.
13. Clear Copy of Photo Identification for **EACH PROSPECTIVE TENANT.**
14. Building link Registration to be Completed by **PROSPECTIVE TENANT(S)**.
15. Signed Pet Policy Acknowledgment and completed pet Registration form to be completed By **PROSPECTIVE TENANT(S)**.
16. A **NON-REFUNDABLE** APPLICATION FEE IN THE AMOUNT OF **\$250 PAYABLE TO RY MANAGEMENT CO., INC.**
17. A **NON-REFUNDABLE** MOVING FEE IN THE AMOUNT OF **\$1,000 PAYABLE TO HUDSON VIEW EAST CONDOMINIUM**
18. **A REFUNDABLE MOVE-IN DEPOSIT OF \$500 MADE PAYABLE TO HUDSON VIEW EAST CONDOMINIUM. THIS DEPOSIT WILL BE RETURNED UPON REQUEST AND AFTER COMPLETION OF THE MOVE AND THE RESIDENT MANAGER'S VERIFICATION OF NO-DAMAGE TO THE COMMON ELEMENTS.**

**PLEASE NOTE: ALL LEASES MUST BE FOR A MINIMUM OF A ONE (1) YEAR TERM.**

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED. ALL THE QUESTIONS MUST BE ANSWERED; NO BLANK SPACES SHOULD BE LEFT. IF QUESTION IS NOT APPLICABLE WRITE "N/A"**

**ALL DOCUMENTS MUST BE ORIGINAL**

**PLEASE RETURN ONE (1) ORIGINAL COMPLETED APPLICATION TO THE FOLLOWING:**

RY MANAGEMENT CO., INC.  
Attn: Hudson View East Leasing  
50 BATTERY PLACE  
NEW YORK, NY 10280  
(212) 786-2803

**STANDARD FORM OF CONDOMINIUM APARTMENT LEASE**  
THE REAL ESTATE BOARD OF NEW YORK, INC.

**PREAMBLE:** This Lease contains the agreements between You and Owner concerning the rights and obligations of each party. You and Owner have other rights and obligations which are set forth in government laws and regulations.

You should read this Lease carefully. If You have any questions, or if You do not understand any words or statements, get clarification. Once You and Owner sign this Lease, You and Owner will be presumed to have read it and understood it. You and Owner admit that all agreements between You and Owner have been written into this Lease except for obligations arising under the Condominium Documents (as defined in Article 4). You understand that any agreements made before or after this Lease was signed and not written into it will not be enforceable.

**THIS LEASE** is made as of \_\_\_\_\_ between \_\_\_\_\_ month \_\_\_\_\_ day \_\_\_\_\_ year  
Owner, the Lessor, \_\_\_\_\_  
whose address is \_\_\_\_\_, and  
You, the Lessee, \_\_\_\_\_  
whose address is \_\_\_\_\_.

**1. APARTMENT AND USE**

Owner agrees to lease to You Condominium Unit \_\_\_\_\_ (the "Apartment") on the \_\_\_\_\_ floor in the condominium apartment building at \_\_\_\_\_, Borough of \_\_\_\_\_, City and State of New York, which is known as the \_\_\_\_\_ Condominium (the "Condominium"). You shall use the Apartment for living purposes only. The Apartment may be occupied only by You and the following Permitted Occupants: \_\_\_\_\_.

You acknowledge that: (i) this Lease may not commence until the Condominium has waived any first refusal rights that it may have with respect to this Lease; and (ii) no other person other than You and the Permitted Occupants may reside in the Apartment without the prior written consent of the Owner and the Condominium.

**2. LENGTH OF LEASE**

The term (that means the length) of this Lease will begin on \_\_\_\_\_ and will end on \_\_\_\_\_. If You do not do everything You agree to do in this Lease, Owner may have the right to end this Lease before the ending date. If Owner does not do everything that Owner agrees to do in this Lease, You may have the right to end the Lease before the ending date. You acknowledge that the term of this Lease may be reduced as authorized by Article 6.

**3. RENT**

Your monthly rent for the Apartment is \$ \_\_\_\_\_. You must pay Owner the rent, in advance, on the first day of each month either to Owner at the above address or at another place that Owner may inform You of by written notice. You must pay the first month's rent to Owner when You sign this Lease if the Lease begins on the first day of the month. If the Lease begins after the first day of the month, You must pay when You sign this Lease: (i) the part of the rent from the beginning date of this Lease until the last day of the month, and (ii) the full rent for the next full calendar month.

**4. CONDOMINIUM DOCUMENTS**

This Lease shall be subject and subordinate to: (i) the Declaration of Condominium; (ii) the Rules and Regulations of the Condominium (which are sometimes called House Rules); and (iii) the By-Laws of the Condominium. (The Declaration, the Rules and Regulations and the By-Laws of the Condominium and all amendments thereto, including any amendments subsequent to the date hereof, are collectively called the "Condominium Documents".) In the event of any inconsistency between the provisions of this Lease and the Condominium Documents, the provisions of the Condominium Documents shall govern and be binding.

You and the Permitted Occupants of the Apartment shall faithfully observe and comply with the Condominium Documents, other than the provisions of the Condominium Documents required to be performed by Owner (which include the payment of common charges for the Apartment to the Condominium). You and the Permitted Occupants of the Apartment shall not undertake any action which, if performed by Owner, would constitute a violation of the Condominium Documents. You have reviewed the Condominium Documents or waived their examination.

**5. SECURITY DEPOSIT**

You are required to give Owner the sum of \$ \_\_\_\_\_ when You sign this Lease as a security deposit, which is called in law a trust. Owner will deposit this security in \_\_\_\_\_ bank at \_\_\_\_\_, New York. This security account shall not bear interest.

If You carry out all of your agreements in this Lease and if You move out of the Apartment and return it to Owner in the same condition it was in when You first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty through no fault of your own, Owner will return to You the full amount of your security deposit within 60 days after this Lease ends. However, if You do not carry out all your agreements in this Lease, Owner may keep all or part of your security deposit which has not yet been paid to You necessary to pay Owner for any losses incurred, including missed payments.

If Owner sells the Apartment, Owner will turn over your security either to You or to the person buying the Apartment within 5 days after the sale. Owner will then notify You, by registered or certified mail, of the name and address of the person or company to whom the deposit has been turned over. In such case, Owner will have no further responsibility to You for the security deposit. The new owner will become responsible to You for the security deposit.

**6. IF YOU ARE UNABLE TO MOVE IN**

A situation could arise which might prevent Owner from letting You move into the Apartment on the beginning date set in this Lease. If this happens for reasons beyond Owner's reasonable control, including the failure to obtain a waiver of any first refusal right that the Condominium may have with respect to this Lease prior to the beginning date, Owner will not be responsible for your damages or expenses and this Lease will remain in effect. However, in such case, the Lease will start on the date when You can move in; the ending date of this Lease as specified in Article 2 will remain the same. You will not have to pay rent until the move-in date Owner gives You by

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written notice, or the date You move in, whichever is earlier. If Owner does not give You notice that the move-in date is within 30 days after the beginning date of the term of this Lease as stated in Article 2, this Lease shall be canceled and all prepaid rent and security deposit shall be promptly returned to You.

#### **7. CAPTIONS**

In any dispute arising under this Lease, in the event of a conflict between the text and a caption, the text controls.

#### **8. WARRANTY OF HABITABILITY**

A. All of the sections of this Lease are subject to the provisions of the Warranty of Habitability Law in the form it may have from time to time during this Lease. Nothing in this Lease can be interpreted to mean that You have given up any of your rights under that law. Under that law, Owner agrees that the Apartment is fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.

B. You will do nothing to interfere to make more difficult the Condominium's efforts to provide You and all other occupants of the Condominium with the required facilities and services. Any condition caused by your misconduct or the misconduct of anyone under your direction or control shall not be a breach by Owner.

#### **9. CARE OF YOUR APARTMENT; END OF LEASE-MOVING OUT**

A. You will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. You will move out on or before the ending date of this Lease and leave the Apartment in good order and in the same condition as it was when You first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of your own.

B. When the Lease ends, You must remove all of your movable property. You must also remove at your own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment You may have installed in the Apartment, even if it was done with Owner's consent. If the Condominium imposes any "move-out" deposits or fees, You shall pay any such deposit or fee when requested by the Condominium. You must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. You have not moved out until all persons, furniture and other property of yours is also out of the Apartment. If your property remains in the Apartment after the Lease ends, Owner may either treat You as still in occupancy and charge You for use, or may consider that You have given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at your expense. You agree to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Lease.

#### **10. CHANGES AND ALTERATIONS TO APARTMENT**

You cannot build in, add to, change or alter, the Apartment in any way, including wallpapering, painting, repainting, or other decorating, without first obtaining the prior written consent of Owner and, if required under the Condominium Documents, the Condominium. Without Owner's and/or the Condominium's prior written consent, You cannot install or use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's and/or the Condominium's opinion, will overload the existing wiring installation in the Condominium or interfere with the use of such electrical wiring facilities by other occupants of the Condominium. Also, You cannot place in the Apartment water-filled furniture.

#### **11. YOUR DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND RULES**

A. GOVERNMENT LAWS AND ORDERS. You will obey and comply: (i) with all present and future city, state and federal laws and regulations which affect the Condominium or the Apartment, and (ii) with all orders and regulations of insurance rating organizations which affect the Apartment and the Condominium. You will not allow any windows in the Apartment to be cleaned from the outside unless the prior written consent of the Condominium is obtained.

B. CONDOMINIUM'S RULES AFFECTING YOU. You will obey all of the Condominium Documents other than the provisions of the Condominium Documents required to be performed by Owner.

C. YOUR RESPONSIBILITY. You are responsible for the behavior of yourself, the Permitted Occupants of the Apartment, your servants and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because You, the Permitted Occupants of the Apartment, servants or people visiting the Apartment, have not obeyed government laws and orders, the Condominium Documents or this Lease.

#### **12. OBJECTIONABLE CONDUCT**

You, the Permitted Occupants of the Apartment, servants or people visiting the Apartment will not engage in objectionable conduct at the Condominium. Objectionable conduct means behavior which makes or will make the Apartment or the Condominium less fit to live in for You or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartments, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other occupants of the Condominium. Objectionable conduct by You gives Owner the right to end this Lease.

#### **13. SERVICES AND FACILITIES**

A. REQUIRED SERVICES. The Condominium will provide cold and hot water and heat, as required by law, repairs to the Apartment, as required by the Condominium Documents, elevator service if the Condominium has elevator equipment, and the utilities, if any, included in the rent, as set forth in subparagraph B. You are not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.

B. The following utilities are included in the rent \_\_\_\_\_.

C. ELECTRICITY AND OTHER UTILITIES. If the Condominium provides electricity or gas for a separate, submetered charge, your obligations to the Condominium and/or Owner are described in a rider attached to this Lease. If electricity or gas is not included in the rent and is not charged separately by the Condominium and/or Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service and cable television service if the cost of any such service is not included in the rent.

D. APPLIANCES. Appliances supplied by Owner in the Apartment are for your use. They are in good working order on the date hereof and will be maintained and repaired or replaced by Owner, but if repairs or replacement are made necessary because of your negligence or misuse, You will pay Owner for the cost of such repair or replacement as additional rent.

E. FACILITIES. If the Condominium permits Owner to use any storeroom, storage bin, laundry or any other facility located in the Condominium but outside of the Apartment, and provided such use is transferable to You by Owner pursuant to the Condominium Documents, the use of any such facility will be furnished to You free of charge and at your own risk. You will operate at your expense any coin operated appliances located in any such facility.

#### **14. INABILITY TO PROVIDE SERVICES**

Because of a strike, labor, trouble, national emergency, repairs, or any other cause beyond Owner's and the Condominium's

reasonable control, Owner and the Condominium may not be able to provide or may be delayed in providing any services or in making any repairs to the Apartment and/or the Condominium. In any of these events, any rights You may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs.

## **15. ENTRY TO APARTMENT**

During reasonable hours and with reasonable notice, except in emergencies, Owner, Owner's representatives and agents or employees of the Condominium may enter the Apartment for the following reasons:

A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; to inspect the Apartment; and to make any necessary repairs or changes Owner or the Condominium decide are necessary. Your rent will not be reduced because of any of this work, unless the common charges payable by Owner to the Condominium are reduced.

B. To show the Apartment to persons who may wish to become owners of the Apartment or may be interested in lending money to Owner.

C. For two months before the end of the Lease, to show the Apartment to persons who wish to lease it.

D. If, during the last month of the Lease, You have moved out and removed all or almost all of your property from the Apartment, Owner may enter to make changes, repairs or redecorations. Your rent will not be reduced for that month and this Lease will not be ended by Owner's entry.

E. If, at any time, You are not personally present to permit Owner, Owner's representatives or the agents and employees of the Condominium, to enter the Apartment and entry is necessary or allowed by law, under the Condominium Documents or this Lease, Owner, Owner's representatives or the agents and employees of the Condominium may nevertheless enter the Apartment. Owner, Owner's representatives or the agents and employees of the Condominium may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, any authorized party is negligent or misuses your property.

## **16. ASSIGNING; SUBLETTING; ABANDONMENT**

A. Assigning and Subletting. You cannot assign this Lease or sublet the Apartment. You acknowledge that Owner may refuse any request made by You to assign this Lease or to sublet the Apartment for any reason or no reason.

B. Abandonment. If You move out of the Apartment (abandonment) before the end of this Lease without the consent of Owner, this Lease will not be ended. You will remain responsible for each monthly payment of rent as it becomes due until the end of this Lease. In case of abandonment your responsibility for rent will end only if Owner chooses to end this Lease for default as provided in Article 17.

## **17. DEFAULT**

A. You default under the Lease if You act in any of the following ways:

- (i) You fail to carry out any agreement or provision of this Lease;
- (ii) You, a Permitted Occupant of the Apartment, servants or people visiting the Apartment behave in an objectionable manner;
- (iii) You, a Permitted Occupant of the Apartment, servants or people visiting the Apartment violate any of the Condominium Documents;
- (iv) You do not take possession or move into the Apartment 15 days after the beginning of this Lease; or
- (v) You and the Permitted Occupants of the Apartment move out permanently before this Lease ends.

If You do default in any one of these ways, other than a default in the agreement to pay rent, Owner may serve You with a written notice to stop or correct the specified default within 10 days. You must then either stop or correct the default within 10 days, or, if You need more than 10 days, You must begin to correct the default within 10 days and continue to do all that is necessary to correct the default as soon as possible.

B. If You do not stop or begin to correct a default within 10 days, Owner may give You a second written notice that this Lease will end 6 days after the date the second written notice is sent to You. At the end of the 6-day period, this Lease will end, You then must move out of the Apartment. Even though this Lease ends, You will remain liable to Owner for unpaid rent up to the end of this Lease, the value of your occupancy, if any, after the Lease ends, and damages caused to Owner after that time as stated in Article 18.

C. If You do not pay your rent when this Lease requires after a personal demand for rent has been made, or within 3 days after a statutory written demand for rent has been made, or if the Lease ends Owner may do the following: (i) enter the Apartment and retake possession of it if You have moved out; (ii) go to court and ask that You and all other occupants in the Apartment be compelled to move out.

Once this Lease has been ended, whether because of default or otherwise, You give up any right You might otherwise have to reinstate this Lease.

## **18. REMEDIES OF OWNER AND YOUR LIABILITY**

If this Lease is ended by Owner because of your default, the following are the rights and obligations of You and Owner.

A. You must pay your rent until this Lease has ended. Thereafter, You must pay an equal amount for what the law calls "use and occupancy" until You actually move out.

B. Once You are out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Lease. Owner may re-rent to a new subtenant at a lesser rent or may charge a higher rent than the rent in this Lease.

C. Whether the Apartment is re-rented or not, You must pay to Owner as damages:

- (i) the difference between the rent in this Lease and the amount, if any, of the rents collected in any later lease of the Apartment for what would have been the remaining period of this Lease; and
- (ii) Owner's expenses for the cost of putting the Apartment in good condition for re-rental; and
- \*\*\* (iii) Owner's expenses for attorney's fees (*Delete if inapplicable*).

D. You shall pay all damages due in monthly installments on the rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action. If the rent collected by Owner from a subsequent subtenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another subtenant will not release or change your liability for damages, unless the failure is due to Owner's deliberate inaction.

## **19. ADDITIONAL OWNER REMEDIES**

If You do not do everything You have agreed to do, or if You do anything which shows that You intend not to do what You agreed to do, Owner has the right to ask a Court to make You carry out your agreement or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 17 and 18 of this Lease.

## **20. FEES AND EXPENSES**

A. You must reimburse Owner for any of the following fees and expenses incurred by Owner:

- (i) Making any repairs to the Apartment or the Condominium, including any appliances in the Apartment, which result from

- misuse or negligence by You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You;
- (ii) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organization concerning the Apartment or the Condominium which You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You have caused;
  - (iii) Preparing the Apartment for the next tenant if You move out of the Apartment before the Lease ending date without Owner's prior written consent;
- \*\*\* (iv) Any legal fees and disbursements for legal actions or proceedings brought by Owner against You because of a default by You for defending lawsuits brought against Owner because of the actions of You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You (*Delete if inapplicable*);
- (v) Removing all of your property after this Lease is ended;
  - (vi) Any miscellaneous charges payable to the Condominium for services You requested that are not required to be furnished You under this Lease for which You have failed to pay the Condominium and which Owner has paid;
  - (vii) All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Lease or the Condominium Documents by You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You.

These fees and expenses shall be paid by You to Owner as additional rent within 30 days after You receive Owner's bill or statement. If this Lease has ended when these fees and expenses are incurred, You will still be liable to Owner for the same amount as damages.

B. Owner agrees that unless subparagraph (iv) of subparagraph 20 A has been stricken out of this Lease, You have the right to collect reasonable legal fees and expenses incurred in a successful defense by You of a lawsuit brought by Owner against You or brought by You against Owner to the extent provided by Real Property Law Section 234.

C. You shall pay the Condominium on demand for the cost of any miscellaneous charges payable to the Condominium for services You requested that are not required to be furnished You under this Lease.

## **21. PROPERTY LOSS, DAMAGES OR INCONVENIENCE**

Unless caused by the negligence or misconduct of Owner, Owner's representatives or the agents and employees of the Condominium, none of these authorized parties are responsible to You for any of the following: (i) any loss of or damage to You or your property in the Apartment or the Condominium due to any accidental or intentional cause, even a theft or another crime committed in the Apartment or elsewhere in the Condominium; (ii) any loss of or damage to your property delivered to any agent or employee of the Condominium (i.e. doorman, superintendent, etc.); or (iii) any damage or inconvenience caused to You by actions, negligence or violations of lease or the Condominium Documents made by any other tenant or person in the Condominium except to the extent required by law.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or on behalf of the Condominium. Owner will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Owner or the Condominium. Owner will not be liable to You for such interference caused by the permanent closing, darkening or blocking up of windows, if such action is required by law. None of the foregoing events will cause a suspension or reduction of the rent or allow You to cancel the Lease.

## **22. FIRE OR CASUALTY**

A. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Owner under subparagraph C below or by You under subparagraph D below. However, the rent will be reduced immediately. This reduction will be based upon the square footage of the part of the Apartment which is unusable.

B. Owner and/or the Condominium will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below.

C. After a fire, accident or other casualty in the Building, the Condominium may decide to tear down the Condominium building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Lease. Owner may do this even if the Apartment has not been damaged, by giving You written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is unusable when Owner gives You such notice, this Lease will end 60 days from the last day of the calendar month in which You were given the notice.

D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in 30 days, You may give Owner written notice that You end the Lease. If You give that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will promptly refund your security deposit and the pro-rata portion of rents paid for the month in which the casualty happened.

E. Unless prohibited by the applicable policies, to the extent that such insurance is collected, You and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

F. You acknowledge that if fire, accident, or other casualty causes damage to any of your personal property in the Apartment, including, but not limited to your furniture and clothes, neither the Owner nor the Condominium will be responsible to You for the repair or replacement of any such damaged personal property unless such damage was as a result of the Owner's or the Condominium's negligence.

## **23. PUBLIC TAKING**

The entire Condominium or a part of it can be acquired (condemned) by any government or government agency for a public or quasi-public use or purpose. If this happens, this Lease shall end on the date the government or agency take title. You shall have no claim against Owner for any damage resulting; You also agree that by signing this Lease, You assign to Owner any claim against the government or government agency for the value of the unexpired portion of this Lease.

## **24. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS**

All mortgages of the Apartment now in effect or made after this Lease is signed, and any lien created by the Condominium Documents come ahead of this Lease. In other words, this Lease is "subject and subordinate to" any lien created by the Condominium Documents and existing or future mortgages on the Apartment, including any renewals, consolidations, modifications and replacements of any such mortgage. If certain provisions of any such mortgage or the Condominium Documents come into effect, the holder of any such mortgage or the Condominium can end this Lease and such parties may commence legal action to evict You from the Apartment. If this happens, You acknowledge that You have no claim against Owner, the Condominium or such mortgage holder. If Owner requests, You will sign promptly an acknowledgment of the "subordination" in the form that Owner may requires.

You also agree to sign (if accurate) a written acknowledgment to any third party designated by Owner that this Lease is in effect, that Owner is performing Owner's obligations under this Lease and that You have no present claim against Owner.

## **25. YOUR RIGHT TO LIVE IN AND USE THE APARTMENT**

Provided the Condominium waives any right of first refusal it may have with respect to this Lease, if You pay the rent and any required additional rent on time and You do everything You have agreed to do in this Lease, your tenancy cannot be cut off before the ending date, except as provided for in Articles 22, 23 and 24.

## 26. **BILLS AND NOTICE**

A. Notice to You. Any notice from Owner or Owner's agent or attorney will be considered properly given to You if it is: (i) in writing, (ii) signed by or in the name of Owner or Owner's agent, and (iii) addressed to You at the Apartment and delivered to You personally or sent by registered or certified mail to You at the Apartment. The date of service of any written notice by Owner to You under this agreement is the date of delivery or mailing of such notice.

B. Notices to Owner. If You wish to give a notice to Owner, You must write it and deliver it or send it by registered or certified mail to Owner at the address noted on page 1 of this Lease or to another address of which Owner or Agent has given You written notice.

## 27. **GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM**

A. Both You and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim on any matters concerning this Lease, the relationship of You and Owner as lessee and lessor or your use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims or personal injury or property damage.

B. If Owner begins any court action or proceeding against You which asks that You be compelled to move out, You cannot make a counterclaim unless You are claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or the Condominium.

## 28. **NO WAIVER OF LEASE PROVISIONS**

A. Even if Owner accepts your rent or fails once or more often to take action against You when You have not done what You have agreed to do in this Lease the failure of Owner to make action or Owner's acceptance of rent does not prevent Owner from taking action at a later date if You against do not do what You have agreed to do.

B. Only a written agreement between You and Owner can waive any violation of this Lease.

C. If You pay and Owner accepts an amount less than all the rent due, the amount received shall be considered to be in payment of all or part of the earliest rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the rent due unless there is a written agreement between You and Owner.

D. Any agreement to end this Lease and also to end the rights and obligations of You and Owner must be in writing, signed by You and Owner or Owner's agent. Even if You give keys to the Apartment and they are accepted by either any employee or agent of the Condominium, Owner's representatives or Owner, this Lease is not ended.

E. This Lease, or any provision hereof, may not be modified, amended, extended, waived or abrogated without the prior written consent of the Condominium.

## 29. **CONDITION OF THE APARTMENT**

When You signed this Lease, You did not rely on anything said by Owner, Owner's representatives or the Condominium's employees, agents, or superintendent about the physical condition of the Apartment, the Condominium or the land on which is built. You did not rely on any promises as to what would be done, unless what was said or promised is written in this Lease and signed by both You and Owner. Before signing this Lease, You have inspected the Apartment and You accept it in its present condition "as is", except for any condition which You could not reasonably have seen during your inspection. You agree that Owner has not promised to do any work in the Apartment except as specified in a rider attached to this Lease.

## 30. **DEFINITIONS**

A. Owner: The term "Owner" means the person or organization receiving or entitled to receive rent from You for the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" is the person or organization that owns legal title to the Apartment. It does not include a former Owner, even if the former Owner signed this Lease.

B. You. The term "You" means the person or persons signing this Lease as lessee and the successors and assigns of the signer. This Lease has established a lessor-lessee relationship between Owner and You.

## 31. **SUCCESSOR INTERESTS**

The agreements in this Lease shall be binding on Owner and You and on those who succeed to the interest of Owner or You by law, by approved assignment or by transfer.

## 32. **INSURANCE**

You may obtain liability insurance insuring You, the Permitted Occupants of the Apartment, your servants and people visiting the Apartment, and personal property insurance insuring your furniture and furnishings and other items of personal property located in the Apartment. You may not maintain any insurance with respect to any furniture or furnishings belonging to Owner that are located in the Apartment. You acknowledge that Owner may not be required to maintain any insurance with respect to the Apartment.

## 33. **WAIVER OF CONDOMINIUM'S FIRST REFUSAL RIGHT [DELETE IF INAPPLICABLE]**

You shall furnish to the Condominium or its managing agent, within 5 business days after the date of this Lease, such personal and financial references and additional information concerning You and the Permitted Occupants of the Apartment as may be requested in order to obtain the waiver of the Condominium's right of first refusal with respect to this Lease, including the submission of any application requested by the Condominium.

You acknowledge that this Lease will not commence and that You and the Permitted Occupants shall have no right to occupy the Apartment until the waiver of the Condominium's right of first refusal with respect to this Lease is obtained. If such waiver has not been obtained by the date specified in Article 2 as the beginning date of this Lease, You shall have no obligation to pay rent until such waiver has been obtained. All rent prepaid for the period You are unable to occupy the Apartment because of the failure to obtain such waiver shall be applied by Owner to subsequent rent payable hereunder. If such waiver is not obtained within 30 days after the date specified in Article 2 as the beginning date of this Lease, this Lease shall be canceled and all prepaid rent and security deposit shall be promptly returned to You.

## 34. **FURNITURE [DELETE IF INAPPLICABLE]**

The Apartment is being leased as fully furnished; a rider attached to this Lease lists all furniture and furnishings contained in the Apartment. You shall accept the furniture and furnishings contained in the Apartment "as is" on the commencement date of this Lease. Owner represents that all such furniture and furnishings are in good repair and in working order on the commencement date of this Lease except as may be noted in such rider.

You shall take good care of the furniture and furnishings in the Apartment during the pendency of this Lease and shall be liable for any damages caused by You to such furniture and furnishings. You shall not be responsible for any damages to such furniture and furnishings not caused by You or caused by ordinary wear and tear. You shall surrender such furniture and furnishings when this Lease terminates in the same condition as on the date this Lease commenced, subject to ordinary wear and tear. If any repairs are required to the furniture and furnishings in the Apartment when this Lease terminates, You shall pay Owner upon demand the cost of any required repairs.

You may not remove any furniture or furnishings from the Apartment or change the location of any such furniture or furnishings during the pendency of this Lease without Owner's prior written consent.

**35. BROKER [DELETE EITHER SUBPARAGRAPH A OR B]**

A. You represent to Owner that You have not dealt with any real estate broker(s) in connection with the leasing of the Apartment other than \_\_\_\_\_, [and that \_\_\_\_\_ is your real estate broker in connection with the leasing of the Apartment (Delete bracket if inapplicable)]. You will compensate such broker(s) in accordance with a separate agreement. You shall indemnify and hold Owner harmless from any and all loss incurred by Owner as a result of a breach of the foregoing representations.

B. You represent to Owner that you have not dealt with any real estate broker in connection with the leasing of the Apartment. You shall indemnify and hold Owner harmless from any and all loss incurred by Owner as a result of a breach of the foregoing representation.

**36. YOUR OPTION TO RENEW [DELETE IF INAPPLICABLE]**

A. You shall have the right to extend the term of this Lease for \_\_\_\_\_ year(s) commencing \_\_\_\_\_ and ending on \_\_\_\_\_, (the "Extension Term") provided: (i) You give Owner notice (the "Extension Notice"), in the manner required under this Lease, of your election to extend the term of this Lease; (ii) the Election Notice must be given Owner at least \_\_\_\_\_ days prior to the ending date of this Lease stated in Article 2; and (iii) You may not be in default of any provisions of the Lease when the Extension Notice is given and on the commencement date of the Extension Term. If You fail to send the Extension Notice to Owner by the date specified herein, this Article 36 shall be of no further force and effect.

B. The monthly rent payable by You during the Extension Term shall be \$\_\_\_\_\_.

C. All provisions of this Lease, except as modified by this Article 36, shall remain in full force and effect during the Extension Term.

**37. LEAD PAINT DISCLOSURE [DELETE IF THE CONDOMINIUM WAS ERECTED AFTER 1978]**

Simultaneously with the execution of this Lease, You and Owner shall sign and complete the disclosure of information on lead-based paint and/or lead-based paint hazards annexed as a rider attached to this Lease. You acknowledge receipt of the pamphlet, "Protect Your Family From Lead in Your Home" prepared by the United States Environmental Protection Administration.

**38. PETS [DELETE EITHER SUBPARAGRAPH A OR B]**

A. You may not keep any pets in the Apartment.

B. If authorized by the Condominium Documents, You may keep pets in the Apartment provided: (i) You obtain the prior written consent of Owner; and (ii) You comply with the Condominium Documents with respect to the keeping of pets in the Condominium.

**39. KEYS**

Owner shall retain keys to all locks of the Apartment. If You make any changes to any such lock, You must deliver keys to Owner, and to the Condominium or its managing agent. At the end of this Lease, You must deliver to Owner all keys to the Apartment. If You fail to return any keys, You shall pay Owner the cost of replacing any such keys.

**40. WINDOW GUARDS**

You shall complete and deliver to the Condominium, when requested, a notice with respect to the installation of window guards in the Apartment in the form required by the City of New York. You acknowledge that it is a violation of law to refuse, interfere with installation, or remove window guards where required.

**41. OWNER'S DEFAULT TO CONDOMINIUM**

If: (i) Owner defaults in the payment to the Condominium of common charges or other assessments payable to the Condominium with respect to the Apartment; (ii) the Condominium notifies You of such default; and (iii) the Condominium instructs You to pay the rent under this Lease to the Condominium, then You shall pay all future installments of rent payable under this Lease to the Condominium until such time as the Condominium advises that the Owner's default has been cured. Owner acknowledges that if You pay any installment of rent payable under this Lease to the Condominium as herein provided, You have satisfied your obligation to pay any such installment of rent to Owner. Nothing contained in this Article shall suspend your obligation to pay rent under this Lease.

**42. BINDING EFFECT**

It is expressly understood and agreed that this Lease shall not constitute an offer or create any rights in your favor, and shall in no way obligate or be binding upon Owner, and this Lease shall have no force or effect until this Lease is duly executed by You and Owner and a fully executed copy of this Lease is delivered to both You and Owner.

TO CONFIRM OUR AGREEMENTS, OWNER AND YOU RESPECTIVELY SIGN THIS LEASE AS OF THE DAY AND YEAR FIRST WRITTEN ON PAGE 1.

WITNESS:

\_\_\_\_\_

\_\_\_\_\_  
Owner's Signature (L.S.)

\_\_\_\_\_

\_\_\_\_\_  
Tenant's Signature (L.S.)

\_\_\_\_\_

\_\_\_\_\_  
Tenant's Signature (L.S.)

**GUARANTY**

The undersigned Guarantor guarantees to Owner the strict performance of and observance by Lessee of all the agreements, provisions and rules in the attached Lease. Guarantor agrees to waive all notices when Lessee is not paying rent or not observing and complying with all of the provisions of the attached Lease. Guarantor agrees to be equally liable with Lessee so that Owner may sue Guarantor directly without first suing Lessee. The Guarantor further agrees that this guaranty shall remain in full effect even if the Lease is renewed changed or extended in any way and even if Owner has to make a claim against Guarantor. Owner and Guarantor agree to waive trial by jury in any such action, proceeding or counterclaim brought against the other on any matters concerning the attached Lease or the Guaranty.

Dated, \_\_\_\_\_

\_\_\_\_\_

Witness

\_\_\_\_\_ Guarantor

\_\_\_\_\_ Address



**NOTICE OF INTENTION TO SELL OR LEASE CONDOMINIUM UNIT**

The undersigned, being the owner of unit #\_\_\_\_\_ at 250 South End Avenue, 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 prospective purchase 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 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

DOWN PAYMNT \$ \_\_\_\_\_ MORTGAGE BANK \_\_\_\_\_

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 offers 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 On Individual Owner or Authorized Officer  
Of the Board of managers

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

**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**

**UNIT OWNER INFORMATION**

CONDOMINIUM UNIT NO: \_\_\_\_\_ NAME OF UNIT OWNER: \_\_\_\_\_  
ADDRESS OF OWNER: \_\_\_\_\_ TEL.NO: \_\_\_\_\_  
ATTORNEY FOR OWNER: \_\_\_\_\_ TEL.NO: \_\_\_\_\_  
ATTORNEY'S FAX NO: \_\_\_\_\_ ATTORNEY'S E-MAIL ADDRESS: \_\_\_\_\_  
ATTORNEY'S FIRM AND ADDRESS: \_\_\_\_\_

**APPLICANT'S INFORMATION**

APPLICANT: \_\_\_\_\_  
APPLICANT'S ADDRESS: \_\_\_\_\_  
APPLICANT'S TEL. NO.: \_\_\_\_\_ APPLICANT'S E-MAIL: \_\_\_\_\_  
APPLICANT ATTORNEY: \_\_\_\_\_ TEL. NO.: \_\_\_\_\_  
APPLICANT ATTORNEY'S FAX NO.: \_\_\_\_\_  
APPLICANT ATTORNEY'S E-MAIL ADDRESS: \_\_\_\_\_  
APPLICANT ATTORNEY'S FIRM AND ADDRESS: \_\_\_\_\_  
APPLICANT BUSINESS ADDRESS: \_\_\_\_\_ TEL. NO.: \_\_\_\_\_  
APPLICANT'S OCCUPATION: \_\_\_\_\_

(In the case of individual; In case of a corporation, a detailed summary of the nature of the business) APPLICANT'S  
ANNUAL INCOME: \_\_\_\_\_

DATE AND PLACE OF CLOSING: \_\_\_\_\_  
DD/MM/YYYY

PROPOSED DATE OF OCCUPANCY: \_\_\_\_\_  
DD/MM/YYYY

PURCHASE PRICE: \$ \_\_\_\_\_ MONTHLY RENTAL: \$ \_\_\_\_\_ LEASE TERM: \_\_\_\_\_  
(If Sale) (If Lease)

SPECIAL CONDITIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IF A CORPORATION, NAME THE INDIVIDUAL DESIGNATED TO BE THE OCCUPANT OF THE APARTMENT 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 OCCUPACY: \_\_\_\_\_

2. NAMES OF ALL PERSONS WHO WILL RESIDE IN THE APARTMENT AND IF CHILDREN, STATE NUMBER AND THEIR APPROXIMATE AGES: \_\_\_\_\_  
\_\_\_\_\_

3. WILL THERE BE ANY EMPLOYEES LIVING OR WORKING IN THE UNIT? \_\_\_\_\_

4. IF SO, HOW MANY? \_\_\_\_\_

DOMESTIC: \_\_\_\_\_ BUSINESS: \_\_\_\_\_

5. DOES OCCUPANT WISH TO MAINTAIN ANY PETS? \_\_\_\_\_ IF SO, PLEASE SPECIFY:  
\_\_\_\_\_

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.

\_\_\_\_\_

\_\_\_\_\_  
PROSPECTIVE TENANT/OWNER

DATE: \_\_\_\_\_  
DD/MM/YYYY

\_\_\_\_\_  
PROSPECTIVE TENANT/OWNER

DATE: \_\_\_\_\_  
DD/MM/YYYY

**HUDSON VIEW EAST CONDOMINIUM**

**APPLICATION FOR OCCUPANCY**  
**(PLEASE PRINT)**

Application for apartment at: \_\_\_\_\_ Apt. # \_\_\_\_\_ Rent/Purchase amount \_\_\_\_\_

Desired date of occupancy: \_\_\_\_\_ Date: \_\_\_\_\_ 20 \_\_\_\_\_

NAME: \_\_\_\_\_

Date of birth: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

CO-TENANT'S NAME: \_\_\_\_\_

Date of birth: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

In case of emergency notify: \_\_\_\_\_

Name Address Phone

**RESIDENCE HISTORY**

A. Present Address: \_\_\_\_\_ Apt.# \_\_\_\_\_ Phone: \_\_\_\_\_ How long: \_\_\_\_\_

Present Landlord: \_\_\_\_\_ Phone: \_\_\_\_\_

B. Previous Address: \_\_\_\_\_ Apt.# \_\_\_\_\_ Phone: \_\_\_\_\_ How long: \_\_\_\_\_

Previous Landlord: \_\_\_\_\_ Phone: \_\_\_\_\_

C. Previous Address: \_\_\_\_\_ Apt.# \_\_\_\_\_ Phone: \_\_\_\_\_ How long: \_\_\_\_\_

Previous Landlord: \_\_\_\_\_ Phone: \_\_\_\_\_

**REFERENCES**

CHARACTER REFERENCES: (Do not include relatives)

1. Name: \_\_\_\_\_

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

2. Name: \_\_\_\_\_

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

BUSINESS REFERENCES:

1. Name of CPA: \_\_\_\_\_

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

2. Name of Attorney \_\_\_\_\_

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

**ADDITIONAL INFORMATION**

OTHER RESIDENTS TO OCCUPY APT.	SOCIAL SECURITY NO.	RELATIONSHIP TO HEAD	SEX	AGE
1. _____	_____	_____	___	___
2. _____	_____	_____	___	___
3. _____	_____	_____	___	___
4. _____	_____	_____	___	___
5. _____	_____	_____	___	___
6. _____	_____	_____	___	___

TRW Processing Fee (Non-Refundable) \$ \_\_\_\_\_

Processing Fee (Non-Refundable) \$ \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**HUDSON VIEW EAST 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 250 South End Avenue, New York, New York, NY 10280.
3. (a) that my total income as reported in New York State Income Tax Return as "Total Income Tax Returns 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 Income tax Returns as "Total Income" for the years 20\_\_\_\_ was \$\_\_\_\_\_;
- (c) That it is reasonably anticipated that such total income (estimated by the occupants during the current year) will be \$\_\_\_\_\_.
4. that I certify that the statement 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



**HUDSON VIEW EAST CONDOMINIUM**  
**RULES AND REGULATIONS & BY-LAWS ACKNOWLEDGMENT**

Address: \_\_\_\_\_ Apt. \_\_\_\_\_

I \_\_\_\_\_ have reviewed the By-Laws of Hudson view East 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 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.

The undersigned will comply with all rules and regulations and By-Laws as such rules may now exist or hereafter be amended. It is your responsibility to ascertain and obtain copies of such rules and By-Laws and any changes thereto.

Furthermore, I have received a copy of and will comply with all Rules and Regulations (Specifically attached hereto) and By-Laws of Hudson View East Condominium.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Applicant

Addendum to the By-Laws of  
Hudson view East condominium

RULES AND REGULATIONS  
OF  
HUDSON VIEW EAST CONDOMINIUM  
EFFECTIVE AS OF MAY 28, 2010

1. The sidewalks, entrance passages, public halls, elevators, vestibules, corridors, stairways or any part of, or associated to the building, shall not be obstructed or used for any purpose other than the entrance and exit 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. The parking space will be available for the use of owners, renters, guests, visitors, vendors, etc. for no more than 20 minutes at a time.
2. No bicycles, scooters, skateboards, rollerblades or similar vehicle 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 designed by the board if managers or the managing agent for such purpose, and no baby carriages or any of the above-mentioned motorized or non-motorized vehicles shall be allowed to stand in the public halls, passageways, or the building.
3. All service and delivery persons will be required to use the service entrance or such other entrance of the building designated by the board of managers or the managing agent. In addition, all service professionals, messengers and trades people visiting the building shall use the elevator designated by the board of managers or the managing agent for the purpose of the entrance and exit, and shall not use any of the other elevators for any purpose, provided, however, that nurses in the employ of residential unit or their family members, guests, tenants, subtenants, licensees, or invitees may use any of the other elevators when accompanying said residential unit owners or their family members, guests, tenants, subtenants, licensees, or invitees.
4. Trunks, heavy baggage or furniture that can scratch, dent or damage the elevators shall be taken in or out of the building only by the elevator designated by the board of managers or the managing agent for that purpose and only through the service entrance.
5. No article (including, but not limited to, garbage cans, plants, mats, tables or art work) shall be taken in or out of the building only by the elevator designated by the board of managers or the managing agent for that purpose and only through the service entrance.
6. The storage rooms of the building, located in the basement, shall be used by residential unit owners, in common, only for the storage of trunks, bags, suitcases and packing cases, all of which shall be empty, and for the storage of such other articles as the Board of managers, in its sole discretion, may determine. Supervision, management and control of the storing in and removal of a residential unit owner's property from the storage rooms is vested in the board of managers. The use of the storage rooms shall be at the sole risk of the residential unit owner or other person using the same, and the Board of Managers, its agents, or the Managing Agent shall not be liable

for any injury to the person, loss by theft or otherwise, or damage to property, whether due to the negligence of the Board of managers, its agents, the managing agent, or otherwise.

Each residential unit will be responsible for ensuring compliance with the Building's Storage Room Rules as listed in the Appendix of the Rules and Regulations of Hudson View East Condominium. However, such rule may be amended or modified by the Board of Managers at any time necessary.

7. The building courtyard is private property and for the use of unit owners and residents only. Out of consideration to owners the suggested hours of operation are 7:00 A.M to 11:00 P.M. Individuals utilizing the courtyard are responsible for ensuring compliance with the Hudson view East courtyard rules as listed in the Appendix of the rules & Regulations of Hudson View East Condominium. However, such rules may be amended or modified by the Board of managers at any time necessary.
8. The laundry and drying apparatus in the laundry rooms of the building shall be used in such manner and such times as the board of managers or the managing agent may direct. Out of consideration to owners the suggested hours of operation are 7 A.M. to 11 P.M. No clothes, sheets, Blankets, laundry, or other articles of any kind shall be hung on out of a unit.
9. No refuse from the units shall be sent to the refuse room of the building, except at such times and in such manner as the board of managers or the managing agent may direct. Nothing shall be hung or shaken from any doors, windows, or placed upon window sills, of the building, and no unit owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris, or other substance therefrom.
10. 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 Board of managers.
11. No unit owner or any of his family members, agents, service professionals, employees, licensees, or visitors shall, at any time, bring into or keep in his unit any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such unit in accordance with all rules, regulations, requirements of the state of New York, city of New York, borough of Manhattan and New York city fire code.
12. There shall be no barbecuing in the units, or in the common elements, except for those areas (if any) specifically designated for barbecuing in the plan or by the board of managers. Barbecuing is permitted in the common courtyard, and the board of managers has provided residents with barbecue grills that comply with New York city fire code. Barbecuing is not permitted in any other part of the building, including terraces only accessible via individual units.
13. No unit owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his unit or 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 operate a radio, television set, or other audio components in such unit owner's unit

between midnight and the following 9:00 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. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

14. No bird, reptile, or animal shall be permitted, raised, bred, kept, or harbored in the building unless, in each instance, the same shall have been expressly permitted in writing by the board of managers or the managing agent. Any such consent, if given, shall be revocable at any time by the Board of managers or the managing agent in their sole discretion. In no event shall any bird, reptile, or animal be permitted in any public elevator of the building, other than the elevator designed by the board of managers or the managing agent for that purpose, or in any of the public portions of the building, unless carried on a leash. No pigeons or other birds or animals shall be fed from the window sills, or other public portions of the building, or on the sidewalk or street adjacent to the building.
15. No window guards or other window decorations shall be used in about any residential unit, except such as shall be authorized by law or have been approved in writing by the board of managers 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 be colored or painted. All window guards must remain in place as applicable by law.
16. No ventilation unit or air conditioning device shall be installed in any residential unit (except for original construction by sponsor under the plan) without the prior written approval of the board of managers, which approval may be granted or refused in the sole discretion of the board of managers.
17. No radio or television aerial shall be attached to or hung from the exterior of the building, and no sign, notice, advertisement, or illumination (including, with respect to the common elements and units, without limitation, "For sale," "For lease" or "For Rent" signs) shall be inscribed or exposed on or at any window or other part of the building, except such as are permitted pursuant to the terms of declaration and/or the By-Laws or shall have been approved in writing by the board of managers or the managing agent. Nothing shall be projected from any window of a unit without similar approval.
18. 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.
19. Toilets and any other water apparatus (Sinks, dishwasher, tubs, etc.) in the building shall not be used for any purpose other than those for which they were designed, and no sweepings, trash, rags or any other article shall be thrown into same. Any damage resulting from misuse of any toilets or other apparatus in a unit shall be repaired and paid for by the owner of such unit.

20. Each unit owner shall keep his unit in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws. Failure to keep the unit in accordance with the terms of the by-laws may result in financial responsibility for damage done to the building's common elements or other units.
21. The agents of the board of managers or the managing agent, and any contractor or workman authorized by the board of managers or the managing agent, may enter room or unit at any reasonable hour of the day, on at least two day's prior notice to the unit owner, for the purpose of inspecting such unit for the present 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.
22. The board of managers or the managing agent may need to access residential unit when entry therein is necessary permissible under these rules and regulations or under the by-laws. Unit owners are requested, not mandated, to provide a set of keys to the board of managers or managing agent which will be safeguarded. If the residential unit owner is not personally present to open and permit an entry to his 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 Board of Managers or the Managing Agents or the agents (but, except in an emergency, only when specifically authorized by and officer of the condominium or an officers of the managing agent) may forcibly enter such residential unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such residential unit owner's property).
23. If any key or keys are entrusted by a unit owner, by any family member thereof, or by his agent, service professionals, employees, 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 board of managers nor the managing agent shall (except as provide in rule 21 above) be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.
24. Unit owners and their respective family members, guests, service professionals, employees, agents, visitors or licensees shall not any time or for any reason whatsoever enter upon, or attempt to enter upon, the roof of the building.
25. No occupant of the building shall send any employee of the condominium or of the managing agent out of the building on any private business.
26. Children under the age of 12 shall not be permitted on the common courtyard unless accompanied and supervised by an adult.
27. Pets shall not be permitted unleashed and unsupervised on the common courtyard. Pe owners are responsible for curbing their pets and ensuring proper cleanup of any accidents their pets may have.

28. 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 board of management. Further, any such consent or approval may, in the discretion of the board of managers or the managing agent, be conditional in nature.
29. Complaints regarding the service of the condominium shall be made in writing to the board of managers or the managing agent. Unit owners may bring their comments and concerns before the board of managers during a scheduled meeting. To attend a scheduled meeting, the unit owner must sign up with the concierge desk. The first 15 minutes of each meeting will be devoted to interested unit owners and attendance of the meeting will be limited to two-unit owners at a time each month.
30. The front desk phone is for the use of the condominium only. Individual use of the front desk phone for personal purposes is not permitted.
31. Each resident is requested to provide their contact information and sign-up with building link in an order to receive building link e-mails and other communications.

The rules & regulation have been revised and are to be considered an addendum to the By-Laws of Hudson view east condominium. Each unit owner and resident are responsible for complying and ensuring compliance of the resident's failure to comply or ensure compliance of the By-Laws or the rules & Regulations will be deemed as a violation and may be subject to a fine or action against the unit owner or resident by the board of managers or its agents. In addition, the rules set forth may be amended, modified or rescinded at any time by the board of managers.

## **HUDSON VIEW EAST CONDOMINIUM**

### **COURTYARD RULES**

The Courtyard is an amenity for all unit owners and residents at Hudson view East Condominium to enjoy. We ask that all residents and unit owners are mindful of fellow neighbors when utilizing this amenity. In conjunction with the By-Laws and Rules & regulations, the following are the courtyard Rules:

- The courtyard is open from 7 A.M. to 11:00 P.M. and is for the use of owners and residents at Hudson view East Condominium.
- Children under the age of 12 are not permitted on the common courtyard unless accompanied and supervised by an adult.
- Pets are not permitted to be unleashed and unsupervised on the common courtyard. Pet owners are responsible for curbing their pets and ensuring proper cleanup of any accidents their pets may have.
- Motorcycle or any other motorized vehicles are not permitted to be brought into the courtyard at any time.
- Smoking is permitted in the courtyard. However, all cigarette butts must be properly extinguished, removed and disposed of in the appropriate receptacles.
- Use of the courtyard and barbecue grills for private use or events must be reserved through the concierge desk. The reservation of the space and barbecue grills will be based on availability.
- Personal items (including but not limited to bicycles, toys, construction materials, kid's pools etc.,) are not permitted to remain unattended in the courtyard. Items that are left in the courtyard will be tagged with the date it is found, and any item that is left and not removed within two (2) days will be discarded.
- Tables and chairs in the courtyard may be moved to accommodate your needs. However, the tables and chairs must be returned to their original position in the courtyard.
- Barbecue grills must be cleaned and returned to the proper condition after your use. If the grills are not clean when you use them, please notify the concierge so that the grills can be documented and the matter may be logged and addressed with the appropriate party.
- If possible, please try to control the direction of the smoke or move the grills away from the apartments on the lower floors facing the courtyard.
- If possible, please try to control the direction of the smoke or move the grills away from the apartments on the lower floors facing the courtyard.

Please note the courtyard rules set forth may be amended, modified or rescinded at any time by the Board of Managers.

# **APPENDICES**



## **Hudson view East Condominium Storage Room Agreement**

The following rules will be strictly enforced, in order to maintain a clean and safe storage area. If there are any questions pertaining to the rules, please contact the resident manager at (212) 945-4346.

1. All items stored must fit within a space no larger than 30 x 12 x 30
2. NO FLAMMABLE items may be stored in the room.
3. ALL items stored, must be labeled with your apartment number and name.
4. All items must fit securely on one of the shelves provided.
5. All items must be left in the storage room at your own risk.
6. Hudson view east takes no responsibility for lost, stolen or damaged items in the room. With respect to any items stored, whether insured or not, I hereby release Hudson view east, the Hudson View East Condominium Board and their affiliates, agents and employees with respect to any claim (including a claim for negligence) which I might otherwise have against such party for loss, damage or destruction with respect to the items stored caused by fire or other casualty, vandalism, or theft.
7. No items may be left on the floors, if there is not shelf space remaining, items must be kept in your apartment.
8. To access the storage room, please sign in at the concierge desk and they will provide you with the key.
9. No furniture may be stored in the storage room.
10. Please be courteous toward all other owners in the building and be aware that the room needs to accommodate 110 apartments.
11. This agreement must be signed prior to placing any items in the storage room. The room needs to accommodate 110 apartments.

I have read and understand all of the rules listed above. I understand that any violation of these rules, will be cause for my items to be removed from the storage room. I also agree that upon my moving out of the building, I will be responsible for removing all items from the storage room, that belong to me.

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

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

Item(s) Stored: \_\_\_\_\_

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

**Rider #1**

Occupancy Rider

**Building: Hudson View East  
250 South End Avenue  
New York, NY 10280**

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

Tenant Name (s) \_\_\_\_\_

Date of Lease: \_\_\_\_\_

It is understood that the above-mentioned apartment is to be used for residential purposes only by \_\_\_\_\_

It is further understood and agreed that in the event this apartment is occupied by persons other than those names above, the board of manager may terminate this lease.

BY: \_\_\_\_\_

Tenant

\_\_\_\_\_  
Tenant

**RIDER #2**

**DEPARTEMENT 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 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 or 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 WHICHEVER APPLY:

CHILDREN 10 YEARS OF AGE OR  
YOUNGER LIVE IN MY APARTMENT

WINDOW GUARD ARE  
INSTALLED IN ALL WINDOWS\*

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

WINDOW GUARD ARE  
NOT INSTALLED IN ALL WINDOWS\*

I WANT WINDOW GUARDS EVEN  
THOUGHT I HAVE NO CHILDREN

WINDOW GUARDS NEED  
MAINTENANCE OR REPAIR

OWNER'S NAME: \_\_\_\_\_  
(Print) (Address/Apt. No.)

OWNER'S NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Signature)

**Return this form to:**

R.Y. Management Co., Inc.  
50 Battery place  
New York, New York 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 #3**

Hudson view East Subordinate Rider

“This agreement and the rights and obligations of the parties hereunder are hereby made expressly subject to the rights, if any, of the board of managers of Hudson view East with respect to the transaction embodied herein, pursuant to the terms of section 7.4 of the By-Laws of the said condominium, as the same may have been amended.

- I. Such lease may not be amended, modified or extended without the prior written consent of the Board Of managers in each Instance;
- II. The tenant thereunder shall not assign his or her interest in such lease or sublet the premises thereunder or any part there without the prior written consent of the Board of Managers in each instance; and
- III. The Board of Managers shall have the power ti terminate such lease and/ or to bring summary proceeding to evict the tenant in the name of the landlord thereunder in the event of (a) default by tenant in the performance of its obligations under such lease or (b) a foreclosure of the lien granted by section 339-z of the condominium Act.

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Tenant signature

**Rider #4**

In the event Board of Managers of Hudson View East Condominium ('Board of Managers") shall not excuse its option pursuant to Article 7 of the By-Laws of Said Condominium, to lease the unit covered by this Lease, then Landlords and Tenant agree for the Benefit of the Board of Managers as follows:

- a) Upon receipt by tenant from the Board of Managers of a notice (or its agent or attorney) that Landlord has failed to make any payment due from Landlord to Board of Managers, Tenant shall make sum payment to Board of Managers up to the amount then or thereafter due from tenant to Landlord under this lease. A copy of such notice shall be sent to Landlord.
- b) Such payments shall reduce the liability of Landlord to the Board of Managers by the amount thus paid.
- c) Except to the extent expressly above provided, nothing contained in this paragraph four (4) shall affect the rights of the Board of Managers against the Unit Owner.

\_\_\_\_\_ Landlord

\_\_\_\_\_ Landlord

\_\_\_\_\_ Tenant

\_\_\_\_\_ Tenant

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

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

**ANNUAL NOTICE REGARDING INSTALLATION OF STOVE COVERS**

The owner of this building is required, by the administrative code 27-2046,4(a), to provide stove knob covers for each knob located on the front of each gas-powered stove to tenants in each dwelling unit in which a child under six years of age resides, unless there is no available stove knob cover that is compatible with the knob on the stove. Tenants may refuse stove knob covers by marking in the appropriate box on this form. Tenants may also request stove knob covers even if they do not have a child under the age of six residing with them, by marking the appropriate box on the form. **The owner must make the stove knob covers available within 30 days of this notice.**

Please also note that an owner is only required to provide replacement stove knob covers twice within any one-year period. You may request or refuse stove knob covers by checking the appropriate box on the form below, and by returning it to the owner at the address provided. If you do not refuse stove knob covers in writing, the owner will attempt to make them available to you.

---

Please complete this form, by checking the appropriate box, filling out the information requested, and signing. Please return the form to the owner at the address provided by (INSERT DATE):

Yes, I want stove knob covers or replacement stove knob covers for my stove, and I have a child under the age six residing in my apartment.

Yes, I want stove knob covers or replacement stove knob covers for my stove, even though I do not have a child under the age six residing in my apartment.

No, I DO NOT want stove knob covers or replacement stove knob covers for my stove, even though I have a child under the age six residing in my apartment.

No, I DO NOT want stove knob covers or replacement stove knob covers for my stove, there is no child under the age six residing in my apartment.

\_\_\_\_\_ (Tenant Signature) \_\_\_\_\_ (DATE)

Print Name, Address, and Apartment Number:

\_\_\_\_\_  
\_\_\_\_\_

Return this form to: (Owner address): \_\_\_\_\_

\_\_\_\_\_



**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:

R.Y. 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.

## 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 inform 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: \_\_\_\_\_

**HUDSON VIEW EAST  
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 cell-phone 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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**NOTIFICATION OF  
LEGAL MAILING ADDRESS FOR UNIT OWNER**

All communications and invoices concerning the ownership of 250 South End Avenue 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: \_\_\_\_\_

**HUDSON VIEW EAST 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 THEREWITH FROM ALL LIABILITY FOR ANY DAMAGE WHATSOEVER INCURRED IN FURNISHING SUCH INFORMATION.

**PROSPECTIVE UNIT OWNER/TENANT**

\_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_  
FULL NAME (PRINT OR TYPE

\_\_\_\_\_  
CURRENT ADDRESS

\_\_\_\_\_  
SIGNATURE SOCIAL SECURITY NO. DATE

**PROSPECTIVE UNIT OWNER/ TENANT**

\_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_  
FULL NAME (PRINT OR TYPE

\_\_\_\_\_  
CURRENT ADDRESS

\_\_\_\_\_  
SIGNATURE SOCIAL SECURITY NO. DATE

**PAYMENT:**

NAME OF CREDIT CARD HOLDER: \_\_\_\_\_

SIGNATURE OF CARD HOLDER: \_\_\_\_\_

CREDIT CARD NUMBER: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_

INDICATE TYPE OF CARD: \_\_\_\_\_

VISA-MASTER CARD-AMERICAN EXPRESS

BUILDING LINK INFORMATION SHEET

Dear Residents(s),

Please complete the information indicated on the form below in order to register you in the Building Link system. You are authorizing the use of your phone number and email address to receive notifications of building events and deliveries. As with all your personal data, we will hold the information in strict confidence.

**Unit #** \_\_\_\_\_

**Last name (s)** \_\_\_\_\_

**First Name (s)** \_\_\_\_\_

**Owner** \_\_\_\_\_ **Renter** \_\_\_\_\_

**Move In Date** \_\_\_\_\_

**Home Phone** \_\_\_\_\_

**Daytime Phone** \_\_\_\_\_

**Cellular Phone** \_\_\_\_\_

**Fax Number** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Regular Guests (To Be Admitted Even in Your Absence).**

\_\_\_\_\_

**Other Information (Optional)**

\_\_\_\_\_

## **HUDSON VIEW EAST CONDOMINIUM PET POLICY**

This pet policy intends to ensure that all Hudson View East unit owners and unit renters ('residents') and employees can co-exist in a safe, sanitary, and pleasant environment. Additionally, abiding by this policy and completing and submitting the attachment forms will allow for pets to be accounted for in the event of an emergency.

### **General Pet Ownership Rules**

- a. Residents are responsible for compliance with all applicable city, state, federal and administrative laws and rules, as well as with this pet policy.
- b. Pets, specifically dogs, may not be walked (for the purpose of their daily ritual/exercise) on Hudson View East Condominium property.
- c. Pets must be curbed and may not urinate or defecate on condominium property.
- d. When outside the apartment, pets must be carried, on a leash or in an animal carrier. Pets may not roam the halls, be tied or chained outside the unit or to condominium.
- e. Pet owners are responsible for cleaning up after their pets and must do so immediately.
- f. Pet owners are responsible for any damage directly or indirectly caused by their pets (e.g. a carpet or wall covering is damaged by the cleaning process that resulted from a pet's urination; the replacement cost will be covered by the pet owner).
- g. Pet owners must keep the common areas surrounding their unit free of pet odor, insect infestation, waste, litter, etc.
- h. Pet owners are responsible for ensuring that the rights of the other residents to peace, quiet enjoyment, health and/or safety are not infringed upon by their pet's noise, odors, wastes or other nuisance. Nuisance behaviors include, but are not limited to:
  - Unruly pets whose behavior causes personal injury or property damage.
  - Pets that make noise continuously and/or incessantly for a period of ten minutes or intermittently for one hour or more to the disturbance of any person at any time of day or night.
  - Pets that relieve themselves on walls or floors or in the elevators.
  - Pets in common areas are not under the complete physical control of a responsible human companion and on a hand-held leash or in a pet carrier.
  - Pets that exhibit aggressive or other dangerous or potentially dangerous behavior.
  - Pets that are conspicuously unclean, malodorous or parasite infested.

## **Pet registration**

- a. Residents are permitted to have pets, including dogs.
- b. Residents who own one or more pets in their unit must timely register their pet(s) as required by law and must sign and comply with his policy.
- c. To register pets, complete the attached registration form and return it to management with the following:
  - A copy of current license required by law for each pet; and
  - The name and phone number of a contact person who can be called upon to care for the pet in case of any emergency.

## **New Pets**

In the event that a pet no longer resides in the unit or a new pet is acquired:

- The new pet must be registered promptly with management in accordance with this pet policy, and in any event within seven (7) days after the pet is brought to Hudson View East Condominium property.

If a pet no longer resides in unit, management must be promptly notified.

## **Visiting Pet**

Residents are responsible for any damage or infraction caused by a visiting pet.

## **Stray Animals**

Stray animals may carry diseases and/or may be vicious. Residents are prohibited from feeding or harboring any stray animal (s).

## **Violations & Enforcement**

- a. Notification:

Any resident or Hudson View East employee who observes an infraction of any of these rules shall politely discuss the infraction with the violator in an effort to secure voluntary compliance. If the complaint is not resolved, it must be put in writing, signed and presented to the managing agent.

The pet owner will receive written notice of the violation. The violation may result in a fine or other enforcement action, the board of managers also has the authority to assess and collect amounts necessary to repair or replace damaged areas or objects.

- b. Fines:

A fine may be imposed upon a resident for violation of these rules by the resident or any member of their household, and any guest or visitor to their unit. The fines shall be \$100.00 for a first violation, \$250.00 for a second violation and \$500.00 for a third or further violation. In the event of a violation, a written notice will be provided to the resident setting forth the provision of this pet policy violated and the amount of any fine imposed. The fine will become immediately due and payable.



- c. Fines are not subject to challenge unless, within seven (7) days after the aforesaid notice is given to the resident, the resident disputes the fine by written notice to the managing agent.

The notice of dispute shall be accompanied by such documents, written statements and other evidence the resident considers relevant to the appeal. If notice of dispute is timely given by residents, the complaint or incident report on which the notice of violation is based and the materials submitted by the resident shall be reviewed by the managing agent, which shall also conduct an investigation as it deems necessary for the purpose of determining the validity of the imposition of such fine.

If the managing agent determines that the fine is valid and justified, it shall report its conclusion to the board of managers, which shall thereafter determine whether the imposition of the fine will be upheld. The board of managers shall give notice to the resident of its determination. If the fine is upheld, it shall thereupon become immediately due and payable.

- d. Each day that a violation continues after notice of the violation is given to the resident shall constitute a separate and distinct violation of this pet policy.
- e. The Board of managers may require the permanent removal of any pet if such pet is determined by the board to be a nuisance or a danger to the Hudson View East community, its residents, guests and/ or employees. Non-payment of fines imposed in accordance with the foregoing procedure is also grounds for requiring removal.
- f. If it is determined that a pet must be removed, the pet owning resident will be given 30 days to remove the pet from the premises, unless the board determines, in its discretion, that immediate removal of the pet is required in order to protect the health, safety and/ or welfare of the Hudson view East community, its residents, guests and/ or employees.

### **Indemnification clause**

Pet owning residents shall indemnify Hudson View East Condominium, its Board of Managers, managing Agents, and their respective agents, employees and assigns, and hold them harmless against any loss or liability arising from their pet.

**Policy amendments**

The Board pursuant to policy and in compliance with all relevant statutes and regulations may amend these rules in its sole and absolute discretion at any time and from time to time.

I, \_\_\_\_\_, resident of 250 South End Avenue, Unit# \_\_\_\_\_ have read the foregoing and fully understand what is expected and required of me as a pet owner and/or non-pet owning resident.

I agree to comply with all of the above stated and agree to hold harmless Hudson View East condominium its board of managers, managing agent, and their respective agents, employees and assigns from any actions or incidents involving my pet(s).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

HUDSON VIEW EAST CONDOMINIUM PET REGISTRATION

250 SOUTH END AVENUE UNIT # \_\_\_\_\_

IN THE EVENT OF AN EMERGENCY, PLEASE CONTACT:

NAME \_\_\_\_\_

PHONE # \_\_\_\_\_

DOG #1	NAME	BREED	COLOR	SIZE/WEIGHT
DOG #2	NAME	BREED	COLOR	SIZE/WEIGHT
CAT #1	NAME	BREED	COLOR	SIZE/WEIGHT
CAT #2	NAME	BREED	COLOR	SIZE/WEIGHT
OTHER PET	NAME	ANIMAL TYPE		
OTHER PET	NAME	ANIMAL TYPE		

PLEASE ATTACH THE FOLLOWING FOR EACH PET:

1. COPY OF CERTIFICATE OF INOCULATIONS
2. COPY OF DOG LICENCE

**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:**

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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 1961 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