

HUDSON TOWER CONDOMINIUM

c/o R.Y. Management Co., Inc

50 Battery Place

New York, NY 10280

(212) 786-2803

INFORMATION REQUIRED FOR LEASE APPLICATIONS

- 1) Copy of Executed Lease by **ALL** Parties.
- 2) Application for Occupancy to be Completed by **ALL APPLICANTS**.
- 3) Most Recent Tax Return Including Your Signature and all Schedules for ALL **APPLICANTS**
- 4) Affidavit of Income to be completed, signed by **ALL APPLICANTS** and **NOTARIZED**.
- 5) Employment Verification Letter from **EACH** Applicants Employer Stating Annual Salary, Position, and Length of Employment. If Self Employed, Please Submit the Above from Your CPA.
- 6) Rules and Regulations and By-Laws Acknowledgment Rider Signed by **ALL APPLICANTS**.
- 7) No Pets Permitted Rider
- 8) Unit Owner Common Charge Default Rider to be Signed by Current Unit Owner and Applicants.
- 9) Bed Bugs Disclosure (Attached)
- 10) Indoor Allergens Lease Rider (Attached)
- 11) Gas Leak Form (Attached)
- 12) Sprinkler Form (Attached)
- 13) Executed Release of Information Authorization Form for **EACH APPLICANT** over the age of 18 years.
Note that credit card will be used to pay To Process a Credit Report.
- 14) One (1) **PERSONAL REFERENCE LETTER** for **EACH APPLICANT**.
- 15) One (1) **BUSINESS REFERENCE LETTER** for **EACH APPLICANT**.
- 16) Window Guard Rider to be Completed and Signed by **APPLICANT**.
- 17) Notification of Legal Mailing Address Form to be Completed and Signed by **CURRENT UNIT OWNER(s)**.
- 18) Notice of Intention to Sell Condominium Unit to be Completed and Signed by **CURRENT UNIT OWNER(s)**.
- 19) A **NON-REFUNDABLE** Application Fee of \$200.00 Payable to R.Y. MANAGEMENT CO., INC.
- 20) A **NON-REFUNDABLE** Moving Fee of \$500 Payable to HUDSON TOWER CONDOMINIUM

21) A **REFUNDABLE Move-Deposit of \$500** made payable to Hudson Tower 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.

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

PLEASE NOTE THAT ALL LEASE MUST BE ONE (1) YEAR MINIMUM AND BE OCCUPIED BY THE SAME TENANT

ALL DOCUMENTS MUST BE ORIGINAL EXCEPT NUMBER 1.

PLEASE RETURN THE ORIGINAL AND ONE (1) ADDITIONAL COPY OF THE COMPLETED APPLICATION TO THE ADDRESS BELOW.

**R.Y. MANAGEMENT CO., INC
Attn: Hudson Tower Condominium - Leasing
50 Battery Place
New York NY 10280
Phone 212-786-2803
Fax 212-786-9075**



RY Management Co., Inc.

50 Battery Place, New York, NY 10280 p (212) 786-2803 f (212) 786-9075

www.rymanagement.com

APPLICATION FOR OCCUPANCY AND WAIVER OF RIGHT OF REFUSAL

(PLEASE PRINT)

Application for apartment at **350 Albany Street**, Apt. # _____ New York, NY 10280.

Desired Date of Occupancy: _____

Lease/Sale Amount: _____ Amount Finance: _____

Applicant Name: _____ Social Security No.: _____

Current Address: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Email Address: _____

Co-Applicant Name: _____ Social Security No.: _____

Current Address: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Email Address: _____

RESIDENCE HISTORY

Current Landlord (Applicant): _____

Contact # for Landlord: _____ How long: _____

Previous Landlord (Applicant): _____

Contact # for Landlord: _____ How long: _____

Current Landlord (Co-Applicant): _____

Contact # for Landlord: _____ How long: _____

Previous Landlord (Co-Applicant): _____

Contact # for Landlord: _____ How long: _____

REFERENCES

1. Name of Attorney (Applicant): _____

Address: _____ Phone: _____

2. Name of Attorney Co-Applicant: _____

Address: _____ Phone: _____

PLEASE LIST BANKING REFERENCES FOR EACH APPLICANT

Bank Name: _____

Account Number: _____

Bank Name: _____

Account Number: _____

Name and Address of party to be contacted for information regarding all applicant's current source of Income:

Citizenship of Applicant(s): _____

Name and Address of person who is authorized to accept service in absence of Applicant:

1. Name of designated occupant: _____

Relationship to applicant: _____

2. Will there be any business or professional activity in this unit? _____

3. If so, what is the nature of the business or profession (describe in detail): _____

4. Will there be any employees living or working in the unit? _____

5. If so, how many? _____ Domestic: _____ Business: _____

6. Will there be any business or professional visitors to the unit? _____

7. If so, estimated number per day: _____

No. of Cars: _____ Driver License No. _____

Make/Model of Car: _____ Plate No. _____

ADDITIONAL INFORMATION

Other Residents to Occupy Apt.	Social Security #	Relationship to Head	Sex	Age
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1. _____	_____	_____	_____	_____
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2. _____	_____	_____	_____	_____
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3. _____	_____	_____	_____	_____
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HUDSON TOWER CONDOMINIUM
c/o R.Y. Management Co., Inc.
50 Battery Place
New York, NY 10280
(212) 786-2803

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 Hudson Tower Condominium, 350 Albany Street, New York, NY 10016.
3. (a) that my total income as reported in _____ (state) Income Tax Return as "Total Income" for the year 20__ was \$ _____ ;

(b) that the combined income of all persons who will reside in said apartment as reported on (state) _____ State Income Tax Returns as "Total Income" for the year 20__ was \$ _____ ;

(c) that it is reasonably anticipated that such total income (estimated by the occupants during the current year) will be \$ _____ .
4. That I certify that the statements herein contained and in my application are, to _____ my personal knowledge and belief, true, correct, and complete and that I understand that any willful misrepresentation made herein and therein may be cause for termination of my lease or occupancy agreement and such other penalties as may be provided by law.

SIGNATURE
(Prospective Unit Owner/Tenant)

SIGNATURE
(Prospective Unit Owner/Tenant)

PRINT NAME

PRINT NAME

SOCIAL SECURITY # _____ / _____

Sworn to before me

this ___ day of _____, 20_____

Notary Public

HUDSON TOWER CONDOMINIUM

c/o R.Y. Management Co., Inc.

*50 Battery Place
New York, NY 10280*

(212) 786-2803

RULES AND REGULATIONS & BY-LAWS ACKNOWLEDGEMENT

Address: _____ Apt #. _____

I _____,

Have reviewed the By-Laws of The Hudson Tower Condominium and agree to the fact that the unit will be used as my primary residence and will be occupied solely by myself and the persons listed on my application for occupancy. I also understand that the unit must be used solely as a residence and not for any commercial purpose.

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 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 The Hudson Condominium.

Applicant

Applicant

Addendum to the By-Laws of
Hudson Tower Condominium

RULES AND REGULATIONS OF
HUDSON TOWER CONDOMINIUM

1. The sidewalks, entrance passages, public halls, elevators, vestibules, corridors, stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than the ingress to and egress from the Units. No vehicle belonging to a Unit Owner, to a Family Member of a Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee, or agent of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to, or exit from the Building by another vehicle.
2. No velocipedes, bicycles, scooters, 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 designated by the Board of Managers or the Managing Agent for such purpose, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public halls, passageways, or other public areas of the Building.
3. All service and delivery persons will be required to use the service 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 ingress and egress, and shall not use any of the other elevators for any purpose, provided, however, that nurses in the employ of residential Unit 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 and heavy baggage 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, bottles or mats) shall be placed or stored in any of the halls or on any of the staircases or fire tower landings of the Building, nor shall any fire exit thereof be obstructed in any manner.
6. The storage rooms of the Building, if any, 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 agent, 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.
7. 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. No clothes, sheets, blankets, laundry, or other articles of any kind shall be hung on or out of a Unit.

8. 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.
9. 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.
10. 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.
11. 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.
12. 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 operated 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.
13. 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 designated by the Board of Managers or the Managing Agent for that purpose, or in any of the public portions of the Building, unless carried or 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.
14. No group tour or exhibition of any Unit or its contents shall be conducted, nor shall any auction sale be held in any Unit, without the consent of the Board of Managers or the Managing Agent in each instance. In the event that any Residential Unit shall be used for home occupation purposes in conformance with the Declaration and the By-Laws, no patients, clients, or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule.
15. Unless expressly authorized by the Boards of Managers in each instance, not less than eighty percent of the floors area of each Residential Unit (excepting only kitchens, bathrooms, closets, and foyers) must be covered with rugs, carpeting, or equally effective noise-reducing material.

16. No window guards or other window decorations shall be used in or 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.
17. 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.
18. 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.
19. 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.
20. Toilets and any other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags or any other article shall be thrown into same. Any damage resulting from misuse of any toilets or other apparatus in a Unit. 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.
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 any room or Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.
22. The Board of Managers or the Managing Agent may retain a passkey to each Residential Unit. If any lock is altered or a new lock is installed, the Board of Managers or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. 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 Agent then the Board of Managers or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Residential Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such residential Unit Owner's property).

23. If any key or keys are entrusted by a Unit Owner, by any Family Member thereof, or by his agent, service professionals, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Board of Managers nor the Managing Agent shall (except as provided in Rule 23 above) be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.
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. There shall be no barbecuing on the common roof terrace at the seventh floor of the Building. Children shall not be permitted on the common roof terrace unless accompanied by an adult. Pets shall not be permitted on the common roof terrace.
27. 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 Managers. Further, any such consent or approval may, in the discretion of the Board of Managers or the Managing Agent, be conditional in nature.
28. Complaints regarding the service of the Condominium shall be made in writing to the Board of Managers or the Managing Agent.

* * * * *

**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: _____

LEASE/COMMERCEMENT NOTICE FOR INDOOR ALLERGEN HAZARDS

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

Print Name: _____

Date: _____

**HUDSON TOWER CONDOMINIUM
C/O RY MANAGEMENT CO., INC.
50 battery Place
New York, New York 10280**

PROCEDURES FOR TENANTS REGARDING SUSPECTED GAS LEAKS

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

1. Quickly open nearby doors and windows and then leave the building immediately; do not attempt to locate the leak. Do not turn on or off any electrical appliances, do not smoke or light matches or lighters, and do not use house-phone or 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
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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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NEW YORK STATE SPRINKLER DISCLOSURE RIDER TO RESIDENTIAL LEASE

Pursuant to and in accordance with New York State Real Property Law, Article 7, Section 231-a

Tenant(s) Name: _____

Address of premises being leased: _____

Unit/Apartment number: _____

Date of Lease: _____

SELECT ONE

_____ **There is presently NO maintained and operative sprinkler system in the leased premises.**

_____ **There IS presently a maintained and operative sprinkler system in the leased premises.**

The system was last maintained and inspected on ____/____/____.

I, the undersigned Tenant under the above-captioned residential lease understand that this rider is being present to me pursuant to and in accordance with the requirements of New York State Real Property Law, Article 7, Section 231-a, which has become a requirement of the law as of December 3, 2014. I acknowledge its receipt herein.

Tenant

Date

Tenant

Date

Lessor

Date

NOTE: This rider is in compliance with the requirements of New York State Real Property Law, Article 7, Section 231-a, which has become a requirement of law as of December 3,2014, and which is requires all residential leases to contain a conspicuous statement on the existence or lack thereof a maintained and operative sprinkler system in the leased premises. A "Sprinkler system" shall mean: "a system of piping and appurtenances designed and installed in 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." N.Y> Executive Law, Article 6-C Section155-A.

HUDSON TOWER CONDOMINIUM

RESIDENT MANUAL



MANAGING AGENT

The Managing Agent is RY Management Co., Inc. located at 1619 Third Avenue, New York, N.Y. 10128. The home office number is (212) 534-7771, extension 146. The Battery Park City site office is located at 50 Battery Place. The site office telephone number is (212) 786-2803.

For immediate assistance you may call the Concierge desk in the building at (212) 945-2329.

If you become aware of conditions in the building that you find unsatisfactory after advising building staff of same, please contact the Managing Agent directly.

IMPORTANT TELEPHONE NUMBERS

Front Desk	212-945-2329	
Resident Manager – Joseph Qeligi	212-945-2329	JQeligi@Rymanagement.com
Property Manager – Nina Dela Vega	212-786-2803 Ext. 17	ndelavega@rymanagement.com
Police – Precinct 1	212-334-0666 212-334-0611	NYC Police Dept. 1st Precinct
Park Enforcement Police	1-800-201- PARK	
Fire Department Engine 10/ Ladder 10	212-628-2900	FDNY.com
Community District 1	212-602-6300	Community District 1 Email Virtual Meetings
Con-Ed <i>Consolidated Edison Company</i>	1-800-752-6633 1-800-642-2308 (TTY)	Coned.com
Verizon Fios	1-800-837-4966	Verizon.com/home
BuildingLink	1-877-501-7117	Buildinglink.com support@Buildinglink.com
NYC Map & Community Database	311	NYC Map Website
Battery Park City Authority	212-417-2000	BPCA Website Info.bpc@bpca.ny.gov

APARTMENT OCCUPANCY

Occupancy of any leased unit is limited as follows

- 1) 1- Bedroom Units- No more than 3 occupants
- 2) 2- Bedroom Units- No more than 4 occupants

MOVE-INS, MOVE-OUTS AND DELIVERIES OF FURNITURE

MOVING AND DELIVERY HOURS OF OPERATION

All move-ins, move-outs, and large deliveries requiring the reservation of the elevator, must be scheduled with the Resident Manager by dialing the front desk.

Moving will only be permitted between the hours of 9:00 A.M. to 5:00 P.M., Monday through Saturday, except for holidays. **No moves will be permitted on Sunday**, unless special arrangements have been made in advance.

All moving and delivery companies will be required to provide a certificate of insurance naming Hudson Tower Condominium, The Board of Managers of Hudson Tower Condominium, and RY Management Co., Inc. as additional insured parties. The certificate holder should be listed as Hudson Tower Condominium C/o RY Management Co., Inc. 50 Battery Place, New York, NY 10280.

The certificate of insurance and applicable fee/security deposit (detailed below) must be provided to the Resident Manager and/or Property Manager prior to the day of the move.

- 1) A **NON-REFUNDABLE** Application Fee of \$200.00 Payable to R.Y. MANAGEMENT CO., INC.
- 2) A **NON-REFUNDABLE** Moving Fee of \$500 Payable to HUDSON TOWER CONDOMINIUM
- 3) A **REFUNDABLE** Move-Deposit of \$500 made payable to Hudson Tower 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.

Failure to provide these may result in the move/delivery company being turned away or made to wait off of the Condominium's property until such time the information is provided.

If you will not be home for any delivery or move, but you wish to provide the company access to the apartment, the unit owner of record (and renter if applicable) must provide

management and the front desk with written permission to enter, naming the company, the dates they will have access, and any other information that may be relevant. Written permission can be mail or email to the Resident Manager or Property Manager

PERMISSION TO ENTER – GUESTS, REAL ESTATE AGENTS, AND OTHERS

The Concierge has been instructed to only accept written authorization from the unit owner (or authorized tenant) of record. If you are expecting visitors and will not be home, you must leave written authorization with the Concierge or on Building Link to permit your guest to enter your unit at least 24 hours in advance. Upon arrival, your guest will be asked to produce photo identification upon arrival at the building before being permitted to enter.

Building staff will not provide keys or access to a unit, so the unit owner must make the necessary arrangements.

GUEST AUTHORIZATIONS

If you are expecting visitors and will not be home, you must leave written authorization with the Concierge or on Building Link to permit your guest to enter your unit at least 24 hours in advance. The Concierge has been instructed to only accept written authorization from the unit owner (or authorized tenant) of record. In addition, your guest will be asked to produce photo identification upon arrival at the building before being permitted to enter.

PRIVATE CONTRACTORS

Written authorization is also needed for contractors, service providers, dog walkers, housekeepers, home aides, consultants, real estate agents, or workers. Written permission can be provided on BuildingLink, by email to the Resident Manager and Property Manager, in person at the front desk, or by mail to the management office.

The owner/resident must ensure the contractors/workers have keys to the apartment. The building staff will not provide access or a key to any apartment.

The staff cannot supervise any third party while they are in the apartment and will not be responsible for any loss, damage, or issue arising from a third party's actions when in a home without the unit owner or tenant present.

Contractors and workers will not be permitted to perform any construction, repair, replacement, alteration, renovation, or decorative work without the express written approval from the Property Manager and/or Board of Managers. Anyone who intends to have this type of work performed in the apartment, should contact the property manager to discuss the scope of work as well as any additional requirements.

Renovations/alterations and large-scale decorative work will require the submission of an Alteration or Decorative agreement along with the contractors' scope of work, licensing, and insurance information as required. Renovations/Alterations will be subject to the review and approval by the building's architect and the Board of Managers. Please see the related se

DELIVERIES OF NEWSPAPERS, FOOD, ETC.

There have been several problems in the past regarding vandalism to the common areas caused by delivery persons. In addition, allowing delivery persons to freely enter the building is a breach of security.

In order to avoid these problems, the Board of Managers has requested that all residents pick up their deliveries at the Concierge desk.

APARTMENT KEYS

The Concierge has been instructed not to give apartment keys to anyone.

If you are expecting a guest and wish them to have a set of keys to your unit, you may leave them in a sealed envelope with the person's name on it, with the Concierge on duty.

Please instruct your guests to bring identification with them, as this will be required prior to the keys being released (see the section on guests for additional procedures).

PACKAGES

You will be notified by Building Link and the Concierge if you receive a package. We cannot be responsible for the condition of a package when it arrives; however, the Concierge has been instructed not to accept a package if it appears to have been opened.

IMPORTANT INFORMATION

Management Office
Battery Park District
RY Management Co., Inc
50 Battery Place
New York, NY 10280

Lisa Dragone, Assistant Vice President

Requests for service to any common areas may be left with the Concierge on duty.

The Condominium Association is not responsible for repairs or maintenance within your unit. Should you require repair in your unit you may contact the Concierge desk to

schedule an appointment by the Resident Manager. If the Resident Manager is capable of making the repair, he will do so and you will be billed for his time and parts used. The Resident Manager's time is billed at \$35.00 per hour with \$15.00 minimum for any time over 15 minutes.

If he cannot do the repair, he will advise you as to the nature of the problem and with your permission, call the appropriate contractors to complete the repair. The cost of the repair will be billed to your common charge account.

If you are a tenant, no repairs will be made to the apartment without the prior consent of the unit owner.

STORAGE ROOM

Use of the Storage Room is limited to building residents only, and only for the storage of empty trunks, garment bags and suit cases.

LAUNDRY FACILITIES

Each floor has a laundry room containing a washer and dryer. The cost of the use of each machine, washer or dryer is \$2.00. The card refill machine is located in the basement of the Building.

Please report any problems with machines to the Concierge desk.

UTILITY CABLE SERVICE

The Condominium has entered into an agreement with Spectrum for reduced monthly billing for basic and standard service.

Spectrum <i>Television, Landline, Internet</i>		1-855-366-7132 212-674-9100	Spectrum.com
Verizon Fios <i>Television, Landline, Internet</i>		1-800-837-4966	Verizon.com/home
Con-Ed <i>Consolidated Edison Company</i>		1-800-752-6633 1-800-642-2308 (TTY)	Coned.com

ALTERATIONS

Contractors and workers will not be permitted to perform any construction, repair, replacement, alteration, renovation, or decorative work without the express written approval from the New York City Department of Buildings, the building's

architect, as well as the Board of Managers or Managing Agent.

Renovations/alterations and large-scale decorative work will require the submission of an Alteration or Decorative agreement along with the contractors' scope of work, licensing, and insurance information as required. Anyone who intends to have this type of work performed in the apartment, should contact the property manager to determine if an Alteration/Decorative agreement is required.

All alterations, renovations, or work requiring Licensed professionals and/or permits as per the New York City Department of Buildings will be subject to review by the Building's architect at the unit owner's cost and expense. The architect is responsible for ensuring the proposed work will be done in accordance with all applicable laws/code as well as the building's governing documents and policies. Once the work has been approved, the Board of Managers and/or Managing Agent will review it. Once approval is granted, the work can begin subject to the building's rules, regulations, operating procedures, and the terms of the alteration agreement.

RECYCLING OF RUBBISH

Hudson Tower is required to recycle newspapers, magazines, glass, (bottles and jars only), corrugated or multi-layered cardboard and metals (tin plated steel and aluminum).

Receptacles for disposal of any of the aforementioned materials are located in the laundry rooms on each floor. There is one receptacle for glass and metals, and a second for newspapers and magazines... Each is clearly labeled.

If you are disposing of corrupted cardboard, you may contact the Concierge on duty and a porter will be sent to your apartment to collect this recyclable.

Please make certain that bottles and cans are cleaned prior to disposal of same.

PARKING IN THE SERVICE ROAD AREA

You may park in the service road area, to load and unload your vehicle, at your own risk, for no more than ten (10) minutes. If you exceed this time limit your vehicle will be tagged and the unit owner will be fined \$100.00 for the violation. This same rule applies to your guests.

There is **NO** parking in the cul-de-sac on Albany Street.

All of the above parking rules are enforced by the Park Enforcement Patrol (PEP) officers who will ticket for these violations.

PETS

As you are aware, the Condominium By-laws prohibit the harboring of any pets in you unit.

In addition, all residents are required to sign an addendum to the unit lease to the **NO PET** policy of the Condominium.

BICYCLES

Bicycles are not permitted in the main building and are to be stored in a "Bike Room" located in the basement. Space is by reservation only through the management agent. The fee for use of the bicycle room is \$150.00 a year.

Bicycles, shopping carts and rollerblades are not allowed through the lobby. Entering or exiting the building with these items must be through the service entrance in the basement.

LOBBY AREA

No roller blades/skates are permitted in the lobby. These items must be removed before entering the lobby area.

APARTMENT RENTALS

Renting of apartments is subject to a Right of First Refusal by the Condominium's Board of Managers, which will not be considered unless a "Lease Package" is completed and submitted to the Managing Agent.

All rentals must be for a period of at least one-year and in the case of corporate rentals; the occupant must reside in the unit for at least one year.

In addition, for corporate rentals, occupancy is limited to shareholders, officers or employees of the leasing corporation only.

Lease packages, including the approved lease form, are available through the Managing Office and are posted on Building Link under "Building Documents".

Additional Information:

Board of Managers:

John Bandler	President
Christopher O' Mara	Vice President
Paul Connolly	Treasurer
Christopher Gorayeb	Secretary
Irma Clemente	Member
Stephanie Keppenne	Member
Charles Scibetti	Member

Any member of the Board of Managers may be contacted, in writing, through the managing agent.

ADDENDUM

BUILDING STAFF:

Joe Qeliqui- Resident Manager

Javier Borerro - Concierge

Toma Alijaj - Concierge

Victor Murrieta - Concierge

Reynolds Adams - Concierge

Niel Pabroada- Porter

Darling Jesus Lopez Perez – Porter

Andres Miranda- Porter

Jon Hysa - Part time coverage

Adrian Qeliqui- Part time coverage

PROPERTY MANAGER:

Nina Dela Vega
RY Management Co., Inc. 50
Battery Place
New York, NY 10280
(212) 786-2803 ext. 17

HUDSON TOWER CONDOMINIUM

c/o R.Y. Management Co., Inc.

50 Battery Place New

York, NY 10280

(212) 786-2803

If the Unit Owner shall at any time lease the Unit and shall default in the payment of any common charges or additional common charges, the Board may, at its option, so long as such default shall continue, demand and receive from the tenant the rent due or becoming due from such tenant to the Unit Owner, and apply the amount to pay sums due and to become due from the Unit Owner to the Condominium. Any payment by the tenant shall constitute a discharge of the obligation of such tenant to the Unit Owner, to the extent to the amount to be paid. The acceptance of the rent from any tenant shall not be deemed a consent to or approval of any leasing by the Unit Owner, or a release or discharge of any of the obligation of the Unit Owner hereunder. In the event that the tenant fails to pay the rent to the Condominium after demand by the Board, the Board shall have the right to commence summary eviction proceedings in the name of or behalf of the Unit Owner, against the tenant. All expenses incurred by the Board shall be borne by the Unit Owner and shall constitute Common Charges payable by such Unit Owner.

Agreed and accepted by,

Owner Print

Owner Print

Owner Sign

Owner Sign

Tenant Print

Tenant Print

Tenant Sign

Tenant Sign

Sworn to before me

This _____ day of _____, 20_____

NOTARY PUBLIC

RIDER # 3

HUDSON TOWER CONDOMINIUM
c/o R.Y. Management Co., Inc.
50 Battery Place New
York, NY 10280
(212) 786-2803

NO PET PERMITTED ACKNOWLEDGEMENT

APARTMENT # _____

I _____, do hereby acknowledge the **NO PET POLICY** as per the By-Laws of Hudson Tower Condominium and agree to abide by that policy and attest to the fact that there will be no cat, no dog or any other animal kept on the premises.

Prospective Unit Owner/Tenant

Prospective Unit Owner/Tenant

Notice to Tenant or Occupant

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

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

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

_____ If a child 10 years of age or younger lives in your apartment.

OR

_____ If you *ask* him to install window guards at any time (you need not give a reason)
It is a violation of law to refuse, interfere with installation, or remove window guards where required, *or to fail to complete and return this form to your landlord*. If this form is not returned promptly an inspection by the landlord will follow.

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

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 Signature: _____ Date: _____

Tenant's Name: _____ Date: _____

Tenant's Signature: _____ Date: _____

Address: _____

RETURN THIS FORM TO:

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

For Further Information Call:

Window Falls Prevention Program
New York City Department of Health
125 Worth Street, Room 222A
New York NY 10013
212-566-8082

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

All communications and invoices concerning the ownership of 350
Albany Street, Unit _____, New York NY 10280:

Should be sent to the following address rather than the apartment:

Owner(s) Name: _____

Address: _____

Business Telephone No: _____

Home Telephone No: _____

Cell Phone No: _____

Email Address: _____

HUDSON TOWER CONDOMINIUM
c/o R.Y. Management Co., Inc.
50 Battery Place New York,
NY 10280
(212) 786-2803

NOTICE OF INTENTION TO SELL OR LEASE CONDOMINIUM UNIT

The undersigned, being the owner of 350 Albany Street, Apt. New York, New York 10280 hereby notifies the Board of Managers in care of RY MANAGEMENT CO. INC., Managing Agent, that the undersigned has received a bona fide offer to **SELL () LEASE ()** said apartment unit from the below name prospective purchaser or lessee on the term stated below, and that the undersigned intends to accept such offer.

NAME AND CURRENT ADDRESS OF PROSPECTIVE PURCHASER OR LESSEE; (if a

prospective purchaser or lessee is a corporation, name the designated officer, director, stockholder or employee of the corporation who will occupy the apartment unit and for how long a term. When and if designated occupant vacates the unit, another application must be filed and references submitted before occupancy can be allowed to successor designated occupant.)

TERM OF PROPOSED SALE OR LEASE:

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

PURCHASE PRICE: \$ _____ PROPOSED CLOSING DATE: ____/____/____

DOWN PAYMENT AMOUNT: _____ NAME AND ADDRESS OF MORTGAGE:

MONTHLY RENTAL: \$ _____ LEASE TERM: _____
(if leased) (Minimum Term = 12 months)

ANTICIPATED LEASE COMMENCE DATE: _____

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 purchase or lessee.
3. Originally signed references for the proposed 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 provision of the By-Laws of the Condominium and agrees to promptly delivered to the Board of Managers all such further information with respect to the offer as the Board may reasonably request.

The undersigned acknowledges that the Board has a 30-day period, commencing with the date of receipt of this notice as well as the delivery of such additional information concerning the offer as the Board may reasonably request (the complete package), to exercise its right of the first refusal to purchase or lease the apartment unit on the terms specified herein and in the By-Laws. The undersigned hereby request 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

Signature of the Individual Owner

Date: _____

Hudson Tower Condominium

350 Albany Street

New York NY 10280

Hudson Tower Board of Managers has contracted with the "BuildingLink" system. "BuildingLink" allows you to communicate online, through the web, and through email. Some of the features it will offer you are:

- Submitting and tracking of any repair request
- Reading important notices and/or building information
- Responding to survey building management may post from time to time
- Reading and posting to a share bulletin board

In order for **BuildingLink** to work best for you, we need to input your email address. This will not be used for any solicitations, spam, etc. and will be accessed only by the building staff and BuildingLink programs as needed. Please complete the information indicated on the form below so that we can establish within that system. As with all personal information, we will hold all data in strict confidence.

PLEASE WRITE ALL INFORMATION IN PRINT FORMAT AND AS CLEARLY AS POSSIBLE.

Thank you for your cooperation.

UNIT: _____

OCCUPANT 1

OCCUPANT 2

Occupant Name: _____

Email Address: _____

Home Phone: _____

Cell Phone: _____

Emergency

Contact Name: _____

Emergency

Contact Phone #: _____

Children & Ages: (1) _____

(2) _____

(3) _____

(4) _____

Regular Guest to be admitted in your absence- List Full Names:

Other information of import: _____

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

To Tenant(s),

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

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

NOTICE (THIS SHOULD BE FILLED OUT BY YOUR LANDLORD)

UNIT INFORMATION

STREET:

UNIT OR APARTMENT NUMBER:

CITY/TOWN/VILLAGE:

STATE:

ZIP CODE:

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

ANSWER)

YES ___

NO ___

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

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

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

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

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

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

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

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

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

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

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

K. Unit is a hotel room or other transient use covered by the definition of a class B multiple dwelling under subdivision 9 of section 4 of the

Multiple Dwelling Law (exemption under subdivision 12 of section 214 of the Real Property Law) ____;

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

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

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

3. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE

SERVES TO INFORM A TENANT THAT THE LANDLORD IS INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES, WHAT IS THE LANDLORD'S JUSTIFICATION FOR INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES

(A rent increase is presumptively unreasonable if the increase from the prior rent is

greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and

Community Renewal; or (b) 10 percent.)

(PLEASE MARK AND FILL OUT THE APPLICABLE RESPONSE)

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

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

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

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

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

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

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

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

E. The landlord is not renewing the lease because the tenant has failed to pay rent due and owing, and the rent due or owing, or any part

thereof, did not result from a rent increase which is unreasonable. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for eviction under paragraph a of subdivision 1 of section 216 of the Real Property Law): ____;

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

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

H. The landlord is not renewing the lease because the tenant's occupancy of the unit violates law and the landlord is subject to civil or criminal penalties for continuing to let the tenant occupy the unit. For this good cause to apply, a state or municipal agency having jurisdiction must have issued an order requiring the tenant to vacate the unit. No tenant shall be removed from possession of a unit on this basis unless the court finds that the cure of the violation of law requires the removal of the tenant and that the landlord did not, through neglect or deliberate action or failure to act, create the condition necessitating the vacate order. If the landlord does not try

to cure the conditions causing the violation of the law, the tenant has the right to pay or secure payment, in a manner satisfactory to the court, to cure the violation. Any tenant expenditures to cure the violation shall be applied against rent owed to the landlord. Even if removal of a tenant is absolutely essential to the tenant's health and safety, the tenant shall be entitled to resume possession at such time as the dangerous conditions have been removed. The tenant also retains the right to bring an action for monetary damages against the landlord or to otherwise compel the landlord to comply with all applicable state or municipal housing codes (good cause for eviction under paragraph d of subdivision 1 of section 216 of the Real Property Law): ____;

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

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

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

L. The landlord is not renewing the lease because the landlord in good faith seeks to demolish the housing accommodation. To establish this

good cause in an eviction proceeding, the landlord must establish good faith to demolish the housing accommodation by clear and convincing evidence (good cause for eviction under paragraph h of subdivision 1 of section 216 of the Real Property Law): ____;

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

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

Received on this _____ day of _____

BY: _____
Tenant

BY: _____
Tenant

BY: _____
Tenant

**Hudson Tower Condominium
Board of Managers**

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

March 8, 2023

To The Unit Owners of Hudson Tower Condominium

Re: New insurance rules

Dear Unit Owners:

On March 6, 2023, the Board of Managers of the Hudson Tower Condominium met and agreed unanimously to pass the new insurance rules we have discussed, as modified based on feedback, additional consultation with legal counsel, research and thought.

- New Rule 30 requires Unit Owners with external living spaces (terraces/balconies) on the second floor or above to name the building as an additional insured.
- New Rule 31 requires all Unit Owners to obtain insurance against liabilities for hazards.

These rules are effective May 8, 2023, and proof of insurance should be provided to RY management within 10 days of obtaining it.

The full text of the new rules is attached for your records.

Most of you already have this insurance, and these rules are for the good of the building and will also protect individual unit owners against hazards that might affect their Units. Those hazards might indirectly affect the common elements of the Building, other Units, and the building's financial health.

With the implementation of these rules, in the event of an unfortunate incident, the building and affected unit owners would have some financial protection thanks to the insurance coverage.

You will recall from our notice of February 3, 2023, and newsletter mentions that the Board has been evaluating this for several months. Many of you provided feedback to the proposed rules and we considered that and appreciate it.

Very truly yours,

Board of Managers

Hudson Tower Condominium

Enclosures

- Rule 30 (approved)
- Rule 31 (approved)

EXHIBIT 1 TO RESOLUTION REGARDING BALCONY UNIT INSURANCE

RULE 30

Effective May 8, 2023, each owner of a Unit that has an exterior living space on or above the Second Floor that is deeded with the unit, known as an appurtenant terrace or balcony ("Balcony Unit Owner") must obtain and maintain the insurance coverage listed below. Proof of this coverage must be submitted to the Managing Agent on or before ten business days after coverage is obtained.

The Balcony Unit Owner must obtain and maintain liability insurance coverage in the minimum amount of \$1,000,000.00 (the "Insurance Policy"). The Condominium must be named as an additional insured on the Insurance Policy, unless, despite diligent efforts by the Balcony Unit Owner, it is not reasonably practicable for the Balcony Unit Owner to name the Condominium as an additional insured on the Insurance Policy. The Unit Owner will promptly notify the Managing Agent upon any change or lapse of insurance.

In the event that an insurable event occurs affecting the Balcony Unit Owner's Unit and/or any other Unit in the Condominium and/or any Common Elements, and/or any spaces beyond the Condominium, such Balcony Unit Owner must apply all available insurance proceeds obtained from any policy of insurance covering the liability of the Balcony Unit Owner to cover losses suffered by the Condominium.

This rule does not apply to ground floor areas belonging to Town House units.

A faux balcony (that a Unit Owner does not have access to) is not covered by this rule and is not considered an "appurtenant balcony". Each Balcony Unit Owner who does not comply with this Rule shall be subject to a monthly fine of \$500.00.

Approved by the Board of Managers on 3/6/2023.

**EXHIBIT 2 TO RESOLUTION REGARDING UNIT OWNER
INSURANCE**

RULE 31

Effective May 8, 2023, each Unit Owner must obtain and maintain the insurance coverage listed below. Proof of this coverage must be submitted to the Managing Agent, on or before ten business days after coverage is obtained.

The Unit Owner must obtain and maintain condominium unit insurance coverage in the minimum amount of \$1,000,000.00 (the "Insurance Policy"). Such insurance must cover the Unit, including (a) interior walls, ceiling, floors, and fixtures, (b) personal property, (c) liability of the Unit Owner for any act or negligence of such Unit Owner, and (d) loss of use in the event the Unit is uninhabitable. The Unit Owner will promptly notify the Managing Agent upon any change or lapse of insurance.

The Board reserves the right to modify the minimum amount of the Insurance Policy.

Notwithstanding any insurance coverage or lack of it, the Condominium has and will assert the right to recover monetary damages from and/or obtain equitable relief against any Unit Owner who causes damage to any other Unit or to the common elements of the Condominium, including without limitation the recovery of attorneys' fees and other legal expenses. The foregoing reservation of rights is not and should not be deemed to be a waiver of any right the Condominium has as a matter of law or equity against such Unit Owner.

Each Unit Owner who does not comply with this Rule shall be subject to a monthly fine of \$1,000.00.

Approved by the Board of Managers on 3/6/2023.

Hudson Tower Policy on Pets and Animals

Revised 01/26/2024
Approved 09/23/2024

Summary

Hudson Tower remains a "no pet building". We also comply with all applicable laws regarding service animals and emotional support animals.

If you have any animal in your apartment (e.g., a service animal or support animal or any other animal), please make sure you have communicated with RY Management, and they have the paperwork they need.

Unit owners and owners of animals remain responsible for any issues caused by the animal.

Details

In accordance with the Fair Housing Act (FHA) and the Americans with Disabilities Act (ADA), our building, despite being a "No Pet" building, recognizes the importance of Emotional Support Animals (ESAs) and Service Animals for individuals with disabilities. This policy outlines the rules and regulations regarding the accommodation of such animals.

1. Definition of Service and Emotional Support Animals

A Service Animal is defined by the ADA as any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability. An Emotional Support Animal, as defined by the FHA is an animal that provides emotional support, well-being, or companionship that alleviates or mitigates symptoms of a person's disability. ESAs are not required to have specific training.

2. Request for Accommodation

Residents who require a Service Animal or an Emotional Support Animal must submit a written request to the building management for review and board approval. The request should include documentation from a healthcare or mental health professional stating that the animal provides assistance related to the individual's disability.

3. Approval Process

Upon receipt of the request, management will engage in a process of dialogue with the resident, known as the "interactive process." Management will respond to the request within 10 business days. If the request is denied, the resident has the right to request a reconsideration.

4. Rules and Responsibilities

All animals must comply with city and state health and safety regulations. Animals must be under the control of their handler at all times and should not pose a threat to the health or safety of other residents. Owners have to curb and clean up after their animals. Any damage, loss or injury caused by the animal is the responsibility of the owner.

5. No Pet Fees

Under the FHA and ADA, we cannot charge a pet fee for Service Animals or Emotional Support Animals. However, if the animal causes damage to the common areas, the resident may be charged for the cost of repairing the damage.

6. No guest pets

Guests may not bring pets into the building. Dog walkers may not bring non-building animals into our building in order to retrieve a properly registered service or support animal. (Of course, nothing in this section impedes the rights of your guests who may have a service or emotional support animal which they bring when they come to visit you).

7. Continued consideration of neighbors

We always ask every resident to be considerate of other residents regarding any issues of common concern. With your animal, we thank you for any appropriate consideration you can show for neighbors who may have reasons why they chose a "no pet" building (some may have allergies or even fear of certain animals).

8. Normal building rules continue to apply

Normal building rules continue to apply. Owners and residents remain responsible for noise concerns, and damage, etc., including anything caused by their animals.

Conclusion

Please note that this policy is in compliance with all applicable city and state laws and ordinances, including the New York City Human Rights Law and the New York State Human Rights Law.

We appreciate your understanding and cooperation in ensuring our building remains a comfortable and safe environment for all residents