

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

INFORMATION REQUIRED FOR LEASE APPLICATIONS

- 1) COPY OF SIGNED LEASE AGREEMENT-BLANK COPY IS PROVIDED IF NEEDED.
- 2) SIGNED AND NOTARIZED BY-LAWS SECTION 6.4 AGREEMENT (TO BE SIGNED BY **OWNER AND TENANT** AND NOTARIZED)
- 3) SIGNED AND NOTARIZED RENTERS INSURANCE RIDER (TO BE SIGNED BY **OWNER AND TENANT** AND NOTARIZED) PROOF OF RENTERS INSURANCE WITH MINIMUM LIABILITY COVERAGE AMOUNT OF \$250,000 MUST BE SUBMITTED WITH THIS APPLICATION.
- 4) DISCLOSURE OF BEDBUG INFESTATION HISTORY RIDER AS REQUIRED BY NYC HOUSING MAINTENANCE CODE. **THIS FORM IS TO BE COMPLETED WITH ALL APPLICABLE INFORMATION AND SIGNED BY BOTH THE OWNER AND THE TENANT.**
- 5) SIGNED AND COMPLETED NOTIFICATION OF SPRINKLER SYSTEM RIDER BY UNIT OWNER AND ALL APPLICANTS.
- 6) APPLICATION FOR OCCUPANCY TO BE COMPLETED BY ALL APPLICANTS.
- 7) MOST RECENT FEDERAL TAX RETURN INCLUDING YOUR SIGNATURE AND ALL SCHEDULES FOR ALL APPLICANTS.
- 8) AFFIDAVIT OF INCOME TO BE COMPLETED, SIGNED BY ALL APPLICANTS AND NOTARIZED.
- 9) EMPLOYMENT VERIFICATION LETTER FROM EACH APPLICANTS EMPLOYER STATING ANNUAL SALARY, POSITION & LENGTH OF EMPLOYMENT. IF SELF EMPLOYED, PLEASE SUBMIT THE ABOVE FROM YOUR CPA.
- 10) RULES & REGULATIONS & BY-LAWS ACKNOWLEDGMENT RIDER TO BE SIGNED BY ALL APPLICANTS. PLEASE RETAIN THE COPY OF THE RULES AND REGULATIONS FOR YOUR INFORMATION
- 11) COMPLETED AND SIGNED FITNESS CENTER WAIVER BY ALL APPLICANTS. PLEASE RETAIN THE COPY OF THE FITNESS CENTER RULES AND REGULATIONS FOR YOUR INFORMATION.
- 12) COMPLETED AND SIGNED CONDOMINIUM PET POLICY BY ALL APPLICANTS WITH REQUIRED REGISTRATION DOCUMENTS FOR PETS IF APPLICABLE. POLICY MUST BE COMPLETED AND SIGNED REGARDLESS OF WHETHER PETS ARE PRESENT.
- 13) FULLY EXECUTED RELEASE OF INFORMATION AUTHORIZATION FORM WITH CREDIT CARD PAYMENT INFORMATION FOR EACH APPLICANT OVER THE AGE OF 18, TO PROCESS A TRW CREDIT REPORT FOR \$39.00 PER APPLICANT.
- 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) EMERGENCY CONTACT SHEET TO BE COMPLETED BY THE UNIT OWNER AND EACH APPLICANT.
- 18) NOTICE OF INTENTION TO LEASE THE CONDOMINIUM UNIT TO BE COMPLETED AND SIGNED BY **CURRENT** UNIT OWNER(S).
- 19) NOTIFICATION OF LEGAL MAILING ADDRESS FORM TO BE COMPLETED AND SIGNED BY **CURRENT** UNIT OWNER(S)
- 20) **A NON-REFUNDABLE MOVING FEE IN THE AMOUNT OF \$500.00 PAYABLE TO THE ASTON CONDOMINIUM. THIS FEE IS APPLICABLE REGARDLESS OF WHETHER OR NOT A PHYSICAL MOVE IN OR OUT TAKES PLACE.**
- 21) **A NON-REFUNDABLE APPLICATION FEE IN THE AMOUNT OF \$400.00 PAYABLE TO RY MANAGEMENT CO., INC.**
- 22) ONCE THE WAIVER OF RIGHT OF FIRST REFUSAL HAS BEEN ISSUED, A MOVE-IN DATE NEEDS TO BE ARRANGED WITH THE CONCIERGE DESK AT 718-520-7604. A COPY OF AN INSURANCE CERTIFICATE IS REQUIRED FROM THE MOVING COMPANY. INCLUDED IN THIS APPLICATION ARE THE COMPLETE REQUIREMENTS FOR ALL DELIVERIES AND MOVES.
- 23) **A \$500.00 DEPOSIT (CHECK) IS REQUIRED AND MUST BE SUBMITTED WITH THIS APPLICATION. YOU WILL BE REFUNDED AFTER THE MOVE-IN, PROVIDED NO DAMAGE IS INCURRED DURING THE MOVE.**

PLEASE NOTE THAT AS PER THE CONDOMINIUM BY-LAWS LEASES MUST BE FOR A MINIMUM TERM OF ONE (1) YEAR, AND MUST BE OCCUPIED BY THE SAME TENANT.

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

ALL DOCUMENTS MUST BE ORIGINAL EXCEPT NUMBER 1.

PLEASE RETURN THE ORIGINAL AND ONE (1) ADDITIONAL COPY OF THE COMPLETED APPLICATION TO:

RY Management Co. Inc.
Attention CLOSING TRANSFER DEPARTMENT
50 Battery Place New York, NY 10280
212- 786-2803 Tel / 212-786-9075 Fax

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

As per the Condominium By-Laws Section 6.4 Paragraph D, "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 a tenant shall constitute a discharge of the obligation of such tenant to the Unit Owner, to the extent of the amount so paid. The acceptance of rent from any tenant shall not be deemed the consent to or approval of any leasing by the unit owner, or a release or discharge of any of the obligations 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 on 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 Sign

Owner Print

Owner Sign

Sworn to before me

This _____ day of _____, 20_____.

Notary Public

The Aston Condominium
C/O RY Management Co., Inc.
50 Battery Place, NY, NY 10280
(212) 786-2803

The tenant hereby agrees that he/she shall purchase and maintain a renter's insurance policy from an insurance company or agency duly licensed to issue said policies within the State of New York. The tenant shall purchase said renter's insurance policy and provide the Managing Agent with documentary proof of the same, within Thirty (30) days of the tenant taking possession of his/her apartment unit. Said renter's insurance policy shall be maintained throughout the life of the tenant's lease and at all times during which the tenant maintains possession of his/her apartment unit. The renter's insurance policy purchased by the tenant must ensure adequate coverage (not to be less than \$250,000 in coverage) which reasonably protects and indemnifies the tenant from any damage of, loss and theft, whatever the source, to the Condominium, the tenant's personal property, belongings or articles. Pursuant to this provision the tenant hereby expressly agrees to hold The Aston Condominium, The Aston Board of Managers, RY. Management Co., Inc. and the Unit Owner harmless for any damage to, loss or theft of the tenant's personal property, belongings or articles maintained within the tenant's apartment unit or any public areas of the landlord's property.

Sign: _____ Print: _____
Unit Owner

Sign: _____ Print: _____
Unit Renter

Sworn to before me
This _____ day of _____, 20_____.

Notary Public



State of New York
Division of Housing and Community Renewal
 Office of Rent Administration

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 sets forth the property's bedbug infestation history.

Name of tenant(s): _____

Subject Premises: _____

Apt. #: _____

Date of vacancy lease: _____

BEDBUG INFESTATION HISTORY
 (Only boxes checked apply)

There is no history of any bedbug infestation within the past year in the building or in any apartment.

During the past year the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the ____ floor(s).

During the past year the building had a bedbug infestation history on the _____ floor(s) and it has not been the subject of eradication measures.

During the past year the apartment had a bedbug infestation history and eradication measures were employed.

During the past year the apartment had a bedbug infestation history and eradication measures were not employed.

Other: _____

Signature of Tenant(s): _____ Dated: _____

Signature of Owner/Managing Agent: _____ Dated: _____

**THE REAL ESTATE BOARD OF NEW YORK, INC.
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 Leased Premises.

Name of tenant(s): _____

Lease Premises Address: **108-20 71st Avenue, Forest Hills, NY 11375.**
Apartment Number: _____ {the "Leased Premises"}

Date of Lease: _____

CHECK ONE:

- 1. [] **There is NO Maintained and Operative Sprinkler System in the Leased Premises.**

- 2. [] **There is a Maintained and Operative Sprinkler System in the Leased Premises.**

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

A **"Sprinkler System"** is a 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 (Executive Law of New York, Article 6-C, Section 155-a(S)).

Acknowledgement & Signature:

I, the tenant, have read 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 Leased Premises in accordance with New York State Real Property Law Article 7, Section 231-a.

Tenant: Name: _____
 Signature: _____ Date: _____

 Name: _____
 Signature: _____ Date: _____

Owner: Name: _____
 Signature: _____ Date: _____

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

APPLICATION FOR OCCUPANCY AND WAIVER OF RIGHT OF REFUSAL

(PLEASE PRINT)

Application for apartment at **108-20 71st Avenue**, Apt. # _____ Forest Hills, NY 11375.

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: _____

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: _____

8.Does the Occupant wish to maintain any pets? _____ If so, specified the breed, age & weight **(25-pound limit)** _____

Additional Information

Other Residents to Occupy Apt.	Social Security #	Relationship to Head	Sex	Age
1. _____	_____	_____	_____	_____
2. _____	_____	_____	_____	_____

Prospective Tenant/Owner

Date: _____
MM/DD/YYYY

Prospective Tenant/Owner

Date: _____
MM/DD/YYYY

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 Apartment No. _____ at 108-20 71st Avenue, Forest Hills, New York 11375.
3. (a) that my total income as reported in New York State Income Tax Return as "Total Income" for the year 20__ was \$ _____

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

(c) that it is reasonably anticipated that such total income (estimated by the occupants during 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

PRINT NAME

SOCIAL SECURITY # _____

Sworn to before me
This _____ day of _____, 20_____.

NOTARY PUBLIC

**ADDENDUM TO THE BY-LAWS
RULES AND REGULATIONS**

1. The sidewalks, entrance passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units.
2. No velocipedes, bicycles, rollerblades, 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 Condominium Board or the Managing Agent for such purpose, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public halls, passageways, or other public areas of the Building, except in the designated bike rack/storage areas
3. All service and delivery persons will be required to use the service entrance or such other entrance of the Building designated by the Condominium Board or the Managing Agent. In addition, all servants, messengers and tradespeople visiting the Building shall use the elevator designated by the Condominium Board 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 Unit Owners or their Family Members, guests, tenants, subtenants, licensees, or invitees may use any of the other elevators when accompanying said Unit Owners, Family Members, guests subtenants, licensees, or invitees.
4. Trunks and heavy baggage shall be taken in or out of the Building only by the elevator designated by the Condominium Board or the Managing Agent for the purpose and only through the service 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. No Unit may be used for the storage of any flammable materials or any other materials the storage of which may constitute a building code violation or which will increase the insurance requirements for the Building.
7. No refuse from the Units shall be sent to the service area of the Building, except at such times and in such manner as the Condominium Board or the Managing Agent may direct. Nothing shall be hung or shaken from any doors, windows, or placed upon the 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.
8. There shall be no playing, or lounging in the entrances, passages, public halls, elevators, vestibules, corridors, stairways, or fire towers of the Building.
9. The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements devoted to storage or service

purposes in the Building.

10. Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any Law. No Unit Owner or any of his Family Members, agent servants, 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, in their appurtenant Limited Common Elements, if any, or in the Common Elements. Notwithstanding the foregoing, the second-floor rooftop will include an outdoor kitchen with electric grill for use by Residential Unit Owners. Use of such kitchen area shall be subject to any rules, rules and regulations passed or to be passed by the Board regarding its usage.
12. No Residential Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to *be* produced upon or to emanate from his Residential Unit or its appurtenant Limited Residential Common Elements, if any, or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Residential Unit Owners. No Residential Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in such Unit Owner's Unit or its appurtenant Limited Residential Common Elements, if any, between midnight and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Residential 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 Residential 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, on or about the Building unless, in each instance, the same shall have been expressly permitted in writing by the Condominium Board or the Managing Agent. Any such consent, if given, shall be revocable at any time by the Condominium Board 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 Condominium Board or the Managing Agent for that purpose, or in any of the public portions of the Building, unless carried or on leash. No pigeons or other birds or animals shall be fed from the 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 Residential Unit or its contents shall be conducted, nor shall any auction sale be held in any Residential Unit, without the consent of

the Condominium Board or the Managing Agent in each instance. In the event that any Residential Unit shall be used for home occupation purposes in conformance with the Declaration and the By-laws, no patients, clients, or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule.

15. Unless expressly authorized by the Condominium Board in each instance, not less than 80% of the floor area of each Residential Unit (excepting, only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting, or equally effective noise reducing material.
16. No window guards or other window decorations shall be used in or about any Residential Unit, except such as shall have been approved in writing by the Condominium Board or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any windows of any Residential Unit be colored or painted.
17. No ventilator or air conditioning device shall be installed in any Residential Unit or its appurtenant Limited Residential Common Elements, if any, without the prior written approval of the Condominium Board, which approval may be granted or refused in the sole discretion of the Condominium Board.
18. No radio, satellite dish, or television aerial shall be attached to or hung from the exterior of the Building, and no sign, notice, advertisement, or illumination (including, 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 Condominium Board or the Managing Agent. Nothing shall be projected, hung or affixed to or from any window, wall of terraces, or railings on balconies/terraces of a Residential 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. Water-closets and 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 water-closets or other apparatus in a Unit shall be repaired and paid for by the owner of such Unit.
21. Each Unit Owner shall keep his Unit and its appurtenant Limited Residential Common Elements, if any, in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.
22. The agents of the Condominium Board or the Managing Agent, and any contractor or workman authorized by the Condominium Board or the Managing Agent, may enter

any room or Unit at any reasonable hour of the day, on at least 1 days 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.

23. The Condominium Board or the Managing Agent may retain a pass-key to each Residential Unit. If any lock is altered or a new lock is installed, the Condominium Board or the Managing Agent shall be provided with a key thereto immediately upon such 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 possible under these Rules and Regulations or under the By-laws, and has not furnished a key to the Condominium Board or the Managing Agent, then the Condominium Board or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry, reasonable care is given to such Residential Unit Owner's property).
24. If any key or keys are entrusted by a Unit Owner, by any Family Member thereof, or by his agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, truck, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Condominium Board nor the Managing Agent shall (except as provided in Rule 22 above) be liable for injury loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.
25. Unit Owners and their respective Family Members, guests, servants, employees, agents, visitors, or licensees shall not at any time or for any reason whatsoever, enter upon, or attempt to enter upon any roof area of the Building unless such roof area is part of the designated common area of the Building,
26. No occupant of the Building shall send any employee of the Condominium or of the Managing Agent out of the Building on any private business.
27. Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any, time by resolution of the Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing Agent, be conditional in nature.
28. No Residential Unit Owner shall install any plantings on any Terrace or roof without the prior written approval of the Condominium Board. Plantings shall be placed in containers impervious to dampness and standing on supports at least two inches from the terrace, balcony or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the containers to draw off water. In special locations, such as a corner abutting a

parapet wall, plantings may be contained in containers which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such Terrace or roof but shall stand on supports at least 2 inches above such surface. No planting shall be permanently affixed to the Terrace or roof surface and shall be able to be easily moved. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary by or damage caused by such plantings. The Condominium Board shall have an easement and a right of access to the Terrace appurtenant to a Unit to inspect the same and to remove violations therefrom and to install, operate, maintain, repair, alter, build, restore, and replace any of the Common Elements located in, over, under through, adjacent to, or upon the same.

29. No Residential Unit Owner shall enclose, erect a greenhouse and/or alter the Terrace appurtenant to a Residential Unit in such a way that will alter the conformity of the Building, without the prior written consent of the Condominium Board.
30. Complaints regarding the service of the Condominium shall be made in writing to the Condominium Board or to the Managing Agent.

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

RULES AND REGULATIONS & BY-LAWS ACKNOWLEDGEMENT

The Aston Condominium

Address: _____ Apt. _____

I _____

Have reviewed the By-Laws of The Aston Condominium and agree to the fact the unit will be used as my primary residence and will be occupied solely by myself and the people 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.

Furthermore, I have received a copy of and will comply with all Rules and Regulations (specifically attached here to) and By-Laws of The Aston Condominium.

Applicant Signature

Applicant Signature

THE ASTON CONDOMINIUM FITNESS
GYM RULES AND REGULATIONS
THE ASTON CONDOMINIUM (THE "CONDOMINIUM")

MEMBERSHIP REQUIREMENTS

1. The facilities and privileges of the Gym are available only to Condominium Unit Owners and their family members residing in the Unit and approved tenants. Employees of Unit Owners are not eligible to use the facility. They and outsiders (other than trainers who are retained by a resident and who comply with the trainer requirements described below) are not permitted in the Gym.
2. Residents must sign and file with the Resident Manager of the Building a Waiver, Release and Indemnification Agreement on forms prescribed by the Condominium.
3. Residents of the Building who do not sign the waiver will not be allowed in the Gym.

AGE REQUIREMENT

4. No person under years of age is permitted in the Gym.
5. Residents between the ages of 16 and 18 may use the Gym only while accompanied by his or her qualified relative. Qualified relatives include, in addition to a parent or guardian, a grandparent, and a brother or sister over the age of 18.

TIME PERIODS

6. The Gym may be used 6AM-12PM, subject to such changes and closings as the Board of Managers or its designee shall, in its sole discretion, deem to be necessary or advisable.

PROPER ATTIRE

7. Proper athletic footwear must be worn in the Gym. No street shoes, boots, sandals, or black soled sneakers may be worn in the Gym. Proper gym clothing, including shorts or sweat pants (or the equivalent) and a top, shall be worn at all times in the Gym.

EQUIPMENT USE

8. Residents are advised, before utilizing the Gym, to receive an introductory demonstration from a qualified person in the use of the equipment. The Condominium assumes no responsibility for any such demonstration, whether by the equipment supplier or a trainer.
9. The Gym is for the use and enjoyment of all Unit Owners and family members residing in a Unit. Rules of common etiquette apply, including courtesy to other Owners, compliance with reasonable time limitations when other residents are waiting, returning weights to their proper place, wiping perspiration off pads and equipment upon completion of use and, when using strength-training equipment in multiple sets, allowing other Owners to "work in." Use of the television is subject to rules of common courtesy and, when more

than one resident is using the Gym, reasonable consensus.

10. Roughhousing and other dangerous activity or boisterous behavior is not permitted.

11. Use of a piece of equipment should not exceed 30 minutes, when another resident is waiting to use that equipment.

12. Equipment must be used in the manner for which it is intended and only in accordance with manufacturer's instructions as indicated on the equipment. Misuse of equipment may result in revocation or suspension of Gym use.

13. Equipment, including weights and emergency call buttons, may not be removed from the Gym.

14. Unit Owners shall not attempt to operate or repair equipment that is broken or malfunction. Such occurrences shall be reported promptly to the Resident Manager.

TRAINERS

15. Residents may bring into the Gym, solely for supervision of their use of the exercise equipment, any qualified trainer of their choice, provided that (1) the presence of the trainer does not interfere with the use of the Gym or equipment by other Unit Owners, (2) the trainer has placed on file with the Resident Manager or Managing Agent a written Waiver, Release and Indemnification Agreement in form satisfactory to the Condominium, and (3) the trainer has obtained and filed with the Resident Manager or Managing Agent a certificate of insurance satisfactory to the Condominium.

GENERAL RULES AND REGULATION

16. Unit Owners using the Gym do so at their own risk. It is recommended that each Resident obtain a physical examination before using the Gym. Use of the Gym constitutes an acknowledgment by the user that neither the Condominium nor any of its officers, directors, managers, Managing Agent, Unit Owners, employees or agents is responsible for any damage or expense, medical or otherwise, resulting from injury or illness due to the use or condition of any equipment or the physical presence in the Gym of any other person or otherwise.

17. In the event of any accident or emergency, the Resident Manager or the doorman must be notified immediately.

18. Unit Owners should not bring valuables into the Gym. Use of the Gym constitutes an acknowledgment by the user that neither the Condominium nor any of its officers, directors, managers, Managing Agent, Unit Owners, employees or agents shall be liable for any disappearance, loss, theft or damage to personal property of any resident, including money, keys or jewelry.

19. Each Unit Owner is responsible for damage to property caused by that resident or by persons under the age of 18 supervised by him or her.

20. No glass of any kind is allowed in the Gym, other than eyeglasses worn during exercise.

21. All refuse shall be properly placed in the receptacle provided for that purpose.
22. No food is permitted in the Gym.
23. No smoking is permitted in the Gym.
24. Each user shall bring his or her own towel to the Gym and shall remove same upon completion of his or her use of the Gym.
25. Occupancy of the Gym shall not exceed legal limits.
26. Pets are not permitted in the Gym.
27. Violation of these rules and regulations is ground for revocation or suspension from the Gym, in the discretion of the Board of Managers or any person or committee authorized by it to enforce these rules and regulations.
28. The Condominium reserves the right to close or suspend use of the Gym or add to, delete or change any or all these rules and regulations without prior notices.

**The Aston Condominium ("Condominium 108-20 71st Avenue, Forest Hills,
NY**

WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT FOR MEMBERS

**THIS AGREEMENT MUST BE SIGNED BY ALL UNIT OWNERS AT THE CONDOMINIUM
THAT INTEND TO USE THE GYM**

The undersigned hereby requests that the Condominium grant me and resident members of my family above the age of **16** listed below permission to use the Condominium gym (the "Gym") according, and subject to the following:

I represent that I, and each family member (including each minor child of mine over the age of **16** who may use the Gym facilities, and equipment, are in good health, and have no disability, impairment, medical condition, or illness which may prevent us from engaging in exercise or use of the Gym facilities, and equipment or which pose a health risk to other users of the Gym. I further agree that neither I nor any family member will use the Gym or its facilities if any medical condition or illness will pose a health risk to us or others. We assume full responsibility for our and our family members' medical condition as it relates to engaging in exercise. We agree that neither we nor any of our family members shall use any of the Gym facilities or equipment with open cuts, abrasions, sores, infections, contagious conditions or maladies which may impose a health risk to others. Further, neither we nor our family members have been instructed by a physician not to utilize equipment or not to participate in any activities of the type offered in the Gym.

We understand that we and our family members' presence in the Gym, and our use of the Gym involve risks. We hereby assume all risks and responsibility, through accident, illness or otherwise, for any damage, injury, or other effect upon the health or physical condition of us or our family members sustained as a result of our or our family members using the Gym. We acknowledge and agree that the Condominium, its Board of Managers, its unit owners, its officers, its Managing Agent, and its agents, independent contractors and employees (the "Condo Indemnities") are not responsible and are hereby released and discharged from, and we do hereby indemnify, and agree to defend, and hold harmless the Condo Indemnities from and against all claims, suits, losses, damages, liabilities, demands, or expenses (including legal costs), whether known or unknown, present or future, on account of or as a result of any damage, injury or other effect upon any person or property that may occur as the result of the use of the Gym by us, or family members or any person, permitted or not, who gained access to the Gym with our assistance or acquiescence.

The Condominium has advised us not to bring valuable personal property into the Gym. We assume full responsibility for any loss or damage to our personal property which may occur in the Gym. The Condominium, its Officers, Board of Managers, its Unit Owners, Managing Agent, independent contractors, and its agents and employees shall not be liable for the loss, theft, or damage of any of my personal property located anywhere in the Gym.

We have been informed and acknowledge that the Condominium will not provide any trainers or other supervision at or in connection with the Gym. We agree to use the

equipment and facilities of the Gym without any such supervision, although we may use a trainer of our choosing and at our own expense while exercising.

We have neither requested nor received any express representations or warranties as to the adequacy, safety or use of the equipment and facilities and the Condominium does not make any implied representations or warranties with regard to the fitness or use of the equipment.

As a condition to use the Gym, I hereby acknowledge and agree that neither I nor other members of my family shall permit anyone other than a member of my immediate family residing with us over the age of **16** to use or have access to the Gym under any circumstances without prior written permission from the Condominium and that upon my failure to adhere to this agreement, we risk the termination of use in the Gym.

This Waiver, Release and Indemnification Agreement has been executed by me on my own behalf and on behalf of the members of my immediate family residing with me at the Condominium, who are entitled to use the Gym under the Rules.

We have received a copy of the Gym Rules as currently in effect and agree to be bound by them and any amendments to them hereafter provided to us. We agree that the Condominium reserves the right to suspend or revoke the use of the exercise room, for a breach of the Gym rules or regulations or inappropriate behavior as determined by the Condominium in its sole discretion.

I, and other members of my family entitled to use the Gym, agree that any dispute or question concerning the use of the Gym may be resolved by the Board of Managers ("Board") of the Condominium and the decision of such Board shall be, in all respects binding upon us.

I have read and understand the foregoing, and have had an opportunity to consult counsel regarding the same. I agree to abide by, and be bound by the foregoing terms and conditions.

Unit No. _____

UNIT OWNER/TENANT: _____

CO-UNIT OWNER/TENANT: _____

DATE: _____

Family Members:

<u>Names</u>	<u>Ages</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

CENTER RULES & REGULATIONS

- FITNESS CENTER HOURS ARE FROM 5:00 A.M. - 12:00 MIDNIGHT, 7 DAYS A WEEK.
- SMOKING IS PROHIBITED
- FOOD IS PROHIBITED.
- ALCOHOLIC BEVERAGES ARE STRICTLY PROHIBITED
- CHILDREN UNDER THE AGE OF 16 MUST BE ACCOMPANIED BY AN ADULT AT ALL TIMES.
- CHILDREN UNDER THE AGE OF 12 ARE PROHIBITED FROM USING THE FITNESS CENTER
- HEADSETS ARE REQUIRED TO ENJOY THE TELEVISIONS. THE PLAYING OF ANY SOUND AMPLIFYING DEVICE IN SUCH A MANNER THAT IT INTRUDES IN THE QUIET ENJOYMENT OF OTHER RESIDENTS IS PROHIBITED.
- CAMERAS AND RECORDING EQUIPMENT ARE STRICTLY PROHIBITED.
- DO NOT SLAM OR BANG WEIGHTS OR OTHER EQUIPMENT.
- DO NOT ALTER THE SETTINGS ON THE TELEVISIONS, THE TELEVISION CONTROLS OR THE THERMOSTAT.
- PETS ARE EXCLUDED FROM THE FITNESS CENTER AT ALL TIMES.
- USE OF THE FITNESS CENTER IS AT YOUR OWN RISK

THE ASTON CONDOMINIUM PET POLICY

This pet policy intends to ensure that all The Aston 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.

1. No pet of any kind over 25 pounds may be harbored at The Aston Condominium.

2. Residents may only maintain one (1) dog or two (2) cats or one (1) and (1) cat.

3. Pets may only enter and exit the building through the service entrance.

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 The Aston 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 property.
- 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 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 that 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 pets in their unit must timely register their pet(s) as required by law and must sign and comply with this policy.
- c. To register pets, complete the attached registration form and return it to management with the following:
 - A copy of the 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 dies, is removed from 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 The Aston Condominium property.
- If a pet dies or is removed from the unit, management must be promptly notified.

Visiting Pets

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 The Aston 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. Any fees or costs associated with the enforcement of the Aston Condominium pet policy will be billable to the Unit Owner

c. Appeals:

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 the resident, 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 your pet if such a pet is determined by the Board to be a nuisance or a danger to the Aston 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 Aston community, its residents, guests and/or employees.

Indemnification Clause

Pet owning residents shall indemnify The Aston Condominium, its Board of Managers, Managing Agent, 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 108-20 71st Avenue, Unit# _____ have read the foregoing and fully understand what is expected and required of me as a pet owner.

I agree to comply with all of the above stated and agree to hold harmless The Aston 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

THE ASTON CONDOMINIUM PET REGISTRATION

108-20 71ST Avenue Unit # _____

In the event of an emergency, please contact:

Name Phone #

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

PLEASE ATTACH THE FOLLOWING FOR EACH PET:

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

TENANT DATA VERIFICATION CO., INC
344 Portion Road
Lake Ronkonkoma NY 11779
Tel: (631) 615-2415 Fax: (631) 615-2422

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 TENANT

FULL NAME

DATE OF BIRTH

CURRENT ADDRESS

SIGNATURE

S.S. #

DATE

PROSPECTIVE CO-TENANT

FULL NAME

DATE OF BIRTH

CURRENT ADDRESS

SIGNATURE

S.S. #

DATE

PAYMENT:

NAME OF CREDIT CARD HOLDER: _____

SIGNATURE OF CARD HOLDER: _____

CREDIT CARD NUMBER: _____

EXPIRATION DATE: _____

INDICATE TYPE OF CARD: _____ (VISA, MC, AMEX)

**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 for to your landlord. If this form is not returned promptly an inspection by the landlord will follow.

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

CHECK WHICH EVER APPLY:

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

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

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

Return This Form to:

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

For Further Information Call:

Windows Fall Prevention Program
New York City Department of Health
125 Worth Street, Room 222A
New York NY 10013

The Aston
108-20 71st Avenue Forest Hills, NY 11375

We are pleased to inform you that The Aston is equipped with BuildingLink. The service "Building Link" will allow 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.
- Access to the document library to facilitate access to documents you may need on an immediate basis.
- Reading important notices and or building information.
- Responding to surveys building management may post from time to time.
- Reading and Posting to a shared bulletin board.

In order for Building Link 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 building staff and the Building Link program as needed. You will also have the option to suspend receiving notifications from the Building Link system if you so choose, although we think you will want to be kept up to date on building events that affect you.

In addition, this is a good time to update your contact and emergency contact information, which will also be stored in the Building Link database and accessed only by your building's staff and manager as needed.

Please fill in your name, apartment# and email address, as well as the other information requested below. If you do not have an email address either at home or at work, write "None".

PLEASE WRITE ALL THE 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 #: _____

****Please use separate columns for each occupant, since everyone will be provided with their own individual username and password when the system is active. You may use a second sheet if needed. ****

*The Aston Condominium
c/o RY 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 108-20 71st Avenue, Apt. ____, Forest Hills, New York 11375 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 terms 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.)

TERMS OF PROPOSED SALE OR LEASE:

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

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

DOWN PAYMENT AMOUNT: _____

NAME AND ADDRESS OF MORTGAGE: _____

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

ANTICIPATED LEASE COMMENCEMENT 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 purchaser or lessee.
3. Originally signed references for the prospective occupant of the apartment unit must accompany the application form.

The undersigned represents that the sale or lease described above shall be made strictly in accordance with the provisions of the By-Laws of the Condominium and agrees to promptly deliver to the Board of Managers all such further information with respect to the offer as the Board may reasonably request.

The undersigned acknowledges that the Board has a 30-day period (Sale) 15-day period (lease), 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 completed package), 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

Signature of Individual Owner

Date: _____

NOTIFICATION OF
LEGAL MAILING ADDRESS FOR UNIT OWNER

All communications and invoices concerning the ownership of 108-20 71st Avenue, Unit _____
Forest Hills, NY 11375:

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

Owner 's Name: _____

Address: _____

Business Telephone Number: _____

Home Telephone Number: _____



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

The Aston Condominium 108-20 71st Avenue, Forest Hills NY 11375.

The following is the information for the Certificate of Insurance which all movers, contractors, and anyone performing work in the building must provide.

In all cases the Certificate Holder is The Aston Condominium C/O RY. Management Co., Inc. 50 Battery Place, New York NY 10280.

Additional Named Insured is as Follows

- 1) The Aston Condominium
- 2) The Aston Board of Managers
- 3) Cord Meyer Development
- 4) Building 39, LLC
- 5) RY Management Co., Inc.

Additional Information

Please make sure to include the following,

- **Workman's Compensation Insurance policy**
- General Liability Insurance policy (3,000,000 coverage required)
- **Automotive insurance policy**
- Location of the job to be performed.
- Time and date of the job.

NO INSURANCE CERTIFICATE WILL BE ACCEPTED WITHOUT ALL ADDITIONAL INSUREDS LISTED.

Please contact the Residential Manager, Enis Dedinca, with the moving company name, office telephone number and fax number and point of contact at your moving company.

At the time of arrival all workers will be greeted by the concierge.

The following is for all Move In/Move outs and furniture deliveries.

A minimum of two workers will be asked to lay down sheets of Masonite in the lobby leading to the elevator that is being used, as well as from the elevator to the apartment where the work is being performed. These measures are to ensure that no damage is done to the building's wallpaper and carpets.

All moves must be scheduled through the Residential Manager in order to ensure that the elevators are available. All insurance must be filed at least 48 hours prior to moving date. Please advise your moving company that your move will be done through the service entrance. Moving trucks are not allowed to block the main entrance to the building.

I

The following instructions should be completed only after you have "closed" on your apartment. You can schedule these events in advance, but they cannot take place until the apartment has been "closed". You are advised to prepare to meet the service technicians of both companies and give them specific instructions for the locations of your telephone, internet and cable needs.

ACP

Date: May 22, 2015
To: Aston Residents
From: All County Parking Re: Welcome/Parking

Dear Aston Residents,

Welcome to your new home! We are writing to introduce ourselves and let you know about the parking amenities in the building. Our parking company has been around for a number of years and currently operates facilities throughout the metropolitan area. We are pleased to inform you, at this time, we are offering the residents of the Aston monthly parking at the reduced price of \$300.00 on the first vehicle. Attached you will find a parking application, along with some of our tips, rules, regulations, and payment information. If you have any questions, please feel free to email us at aston@allcountyparking.com. We are currently working with Verizon to get a contact number and will provide that information to you as soon as available. Again, welcome to your new home, please let us know if we can assist you during this time of transition.

Sincerely,

All County Parking

ACP

MONTHLY PARKING APPLICATION

General Information:

Name: _____

Address: _____

Apt: _____ City: _____ State: _____ Zip: _____

Telephone: _____ Email: _____

Vehicle Information:

Make: _____ Model: _____ Color: _____

Plate State: _____ Plate # _____

Will you be moving your vehicle daily? _____ If so at what time? _____

To avoid a during busy hours, please contact our office or the front desk at least 15 minutes prior to departure.

****OFFICE USE ONLY****

_____ Pictures of all four sides _____ Copy of Registration _____ Copy of Insurance Card

Application accepted by: _____

I have received my Hand Tag/Sticker and Guidelines

Signature: _____ Date: _____

ACP

Parking Guidelines

1. Keys must be in the vehicle. Vehicles without keys will be charged a \$50.00 fee.
2. Leave your ignition key only.
3. We are not responsible for property left in the vehicle.
4. We are not responsible for dings or scratches to bumpers.
5. All monthly payments must be received before the 5th of the month. Late payments will be charged a \$50.00 fee.
6. Returned checks will be charged a \$35.00 fee.
7. No repairs to vehicles on the premises.
8. Absolutely no parking of your own vehicle.
9. No one is allowed in the lower garage without an ACF representative.
10. ACP must approve all substitution of monthly vehicles.
11. All alleged damages must be reported immediately.
12. Absolutely no prorating of monthly parking unless approved by ACP.

ACP

Rates:

Proposed Dally Rates	Pre-Tax	Post Tax
Early Bird (M - F 6AM – 10AM Out by 9PM)	\$10.76	\$12.00
Up to 1 hour	\$ 8.96	\$10.00
Up to 2 Hours	\$12.55	\$14.00
Up to 4Hours	\$17.21	\$19.00
Up to 10 Hours	\$19.72	\$22.00
Up to 24 Hours	\$26.89	\$30.00
Night Special 7PM - Midnight (Sun - Thurs)	\$10.76	\$12.00
Oversized	\$6.27	\$7.00
Monthly Parking 1st Car	\$268.88	\$300.00
Monthly Parking 2nd Car/ Public	\$322.65	\$360.00
Motorcycles	\$134.44	\$150.00

** Any changes in rates will follow NYC Consumer Affairs guidelines**

Exotic and Oversized Cars:

Exotic cars will be charged an additional \$100/month.

Oversized vehicles, anything over 181 inches, will be charged an additional \$25.00/month.

Electric Cars:

We are looking into installing electric chargers in the garage. Please contact, our staff and they will be able to provide you with additional information as it becomes available.

Maximum Height and Length:

The maximum height in the garage is 80 inches and the maximum length is 198 inches.

Roof Racks, Bicycle Racks, and Storage containers:

All vehicles with the aforementioned devices must still comply with max height and length regulations.

ACP

ACP

Substitute Cars:

All County Parking will allow the substitution as long as we are given advance notice. This is not meant for sharing of a parking space. This is a courtesy to the tenants in the event that they have a rental car or a guest.

Methods of Payment:

We are currently able to accept cash, checks, and credit cards. All payments can be made in the attendant's office located on the first floor of the garage.

Prorated Parking:

All County Parking will provide tenants a prorated rate to tenants of the building only upon move in. There is no partial month price.

Accident Policy:

All County Parking is fully insured and will deal with alleged damages on a case-by-case basis. Management will inform you on how to proceed with any damage claims within two business days. If you feel like your vehicle has been damaged in the garage, please notify the attendant prior to removing the vehicle from the premises. Upon signing up for monthly parking a visual inspection of the vehicle's exterior will be performed by our staff.

Rental Cars:

We are in the process of talking with Zipcar and Enterprise car share about having rental cars available to the tenants of the building on an hourly and daily basis. Zipcar has demonstrated interest and intends to have a welcome gathering for customers looking to sign up at a discounted rate.

Bicycle Parking:

Bicycle parking is available for a monthly fee of \$50

ACP

**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