

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

To whom it may concern:

Please be advised that the following will be required, either from the owner or tenant, in order to process the requested rental of a Condominium Unit.

1. The condominium has a right of first refusal. Please provide all requested documents and information to the Management Company in order to obtain a waiver of right of first refusal from the Condominium. The Condominium reserves the right to require further documents or information and in no case guarantees that a waiver of right of first refusal will be given.
2. The Condominium's Management Company receives a processing fee as specified in the Condominium's Offering Plan as **\$600.00 payable to R.Y. Management.**
3. Fully Executed Release of Information Authorization Form with Credit Card information for **each applicant** over the age of 18, to process the credit report or submit own credit report that is **not older than 90 days.**
4. Unit owners should be aware that they must be current on their own common charges including any assessment or other charges in order to obtain a waiver of right of refusal.
5. Prospective tenants should fill out enclosed application form and return it to Management Company together with a copy of the Contract. Please fill out separate copy of pages 3, 4 and 5 ("Applicant Information") for each tenant listed on the lease and for any intended occupants of the unit not listed on the lease. The Condominium reserves the right to request Financial Reference(s) as well as Personal Reference(s).
6. See also the attached rules for the move-ins and move-outs of the Devon Condominium.

R.Y. Management

Real Estate Management

RE: CONDOMINIUM RULES FOR MOVE-INS AND MOVE-OUTS

Be aware the Board of Managers does not allow weekend moves or evening moves. All moves in or out should be completed no later than 4pm.

Please inform your superintendent as well as R.Y Management at least 5 days before your scheduled move to avoid possible delays or cancellations. Feel free to e-mail me at mmali@rymanagement.com for give me a call at (212) 786-2803 Ex 13 or notify me in writing. Your super can be reached via the front desk of the building, (212) 689-8537.

Additionally, you will need to provide a check for the following:

\$1,000 refundable Moving Deposit certified check payable to The Devon Condominium, to be held as a security deposit. Please notify me by e-mail (preferred), phone call or in writing after your move has been completed and, assuming there are no claims of damages, your security deposit will be returned to you within 15 days.

\$350 non-refundable Moving Fee certified check payable to The Devon Condominium for the use of the service elevator.

Please ask your movers to provide us with a certificate of insurance as follows:

Certificate holder:

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

Additional insureds:

1. Devon Condominium and its Board of Managers
2. R.Y. Management as agent

Please e-mail certificates of insurance to me at mmali@rymanagement.com

Sincerely,

Monica Mali

TENANT DATA VERIFICATION CO., INC

CONDOMINIUM RENTAL APPLICATION

(Please have the applicant fill out ALL names exactly as in the Lease Documents)

Unit Number: _____ Unit Address: _____

Applicant's name: _____ S.S.# or EIN: _____

Co-applicant's name: _____ S.S.# or EIN: _____

Applicant's Attorney: _____ Telephone #: _____

Firm name: _____ Email: _____

Address: _____

Owner's Attorney: _____ Telephone #: _____

Firm name: _____ Email: _____

Address: _____

Applicant's Broker: _____ Agency: _____

Telephone #: _____

Owner's Broker: _____ Agency: _____

Telephone #: _____

APPLICANT INFORMATION

Please complete a separate copy of these three pages for **each** tenant listed on the lease, each guarantor and for any intended adult occupant not listed on the lease. Complete all spaces.

Applicant's Name _____

(If the unit is being purchased by a company, corporation or partnership, list the principal's name above AND the name of the company, corporation or partnership and provide copies of organization documents).

D.O.B. ____/____/____

S.S.# ____/____/____

Driver's License # and State _____

This will be applicant's (check one):

- (a) _____ primary residence
- (b) _____ secondary residence
- (c) _____ other (please explain: _____)

Current Home Address

Address _____ City _____

State _____ Zip _____ Telephone # () _____ - _____

Reason for moving _____

How long you have lived at your present address _____

Landlord _____ Tel # () _____ - _____

Rent Paid \$ _____

R.Y. Management

APPLICANT INFORMATION, continued

Employment/Income

Business or employer _____

Employer Tel # () _____ - _____

Occupation / Position held _____

Reason for relocating or opening new business _____

Current Salary \$ _____

Describe proposed business _____

Hours of operation _____

Number of employees _____

Credit History – Bank References

Saving _____ Branch _____ Balance _____

Checking _____ Branch _____ Balance _____

Personal information

Schools and colleges attended:

Name(s) of anyone in the building known by Applicant: _____

APPLICANT INFORMATION, continued

Please provide a copy of the Lease (including lead paint rider and window guard notice) and a letter of employment with this application. If requested, please provide Financial Reference(s) and/or Personal Reference(s).

The Undersigned certifies that the foregoing is true and hereby authorizes R.Y. Management and its agents to obtain a consumer credit report and verify all references listed above. In addition, the undersigned releases all parties to provide such information as requested by R.Y. Management and its agents pertaining to this application.

Signed _____

THE DEVON CONDOMINIUM

AFFIDAVIT OF INCOME

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

1. That I reside at _____.
2. That I have heretofore signed an application for Unit No. _____ at The Devon Condominium, 333 East 34th 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

PRINT NAME

SOCIAL SECURITY # _____

Sworn to before me

this ___ day of _____, 20__

NOTARY PUBLIC

NON-SMOKING RIDER ACKNOWLEDGEMENT

Smoking By Tenants of Residential Unit Owners Prohibited.

No Residential Unit Owner shall allow any tenant(s) and their guests/visitors to smoke any substance, including, but not limited to, cigarettes, cigars, pipes or other similar items in any leased Residential Unit, the Common Elements or the Limited Common Elements of the Condominium. Notwithstanding the foregoing, smoking is permitted on any balcony or terrace that exclusively services a Residential Unit.

Each lease for a Residential Unit must contain the following statement prohibiting smoking by a tenant: Tenant agrees and acknowledge that he/she and any guest/visitor is strictly prohibited from smoking any substance, including, but limited to, cigarette, cigars, pipes or other similar items in the Unit (excluding any balcony or terrace that exclusively services the Unit), the Common Elements or the Limited Common Elements of the Condominium.

AGREED TO:

Unit Owner: _____
Signature Date

Unit Owner: _____
Signature Date

Tenant: _____
Signature Date

Tenant: _____
Signature Date

Tenant: _____
Signature Date

SPRINKLER DISCLOSURE LEASE RIDER

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

Name of tenant(s): _____

Lease Premises Address: _____

Apartment Number: _____ (the "Leased Premises")

Date of Lease: _____

CHECK ONE:

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

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

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

Acknowledge & Signature:

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

Tenant:

Name: _____ Date: _____

Signature: _____

Name: _____ Date: _____

Signature: _____

ANNUAL NOTICE REGARDING INSTALLATION OF STOVE COVERS

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

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

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

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

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

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

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

_____ (Tenant Signature) _____ (DATE)

Print Name, Address, and Apartment Number:

Return this form to: (Owner address): _____

Notice to Tenant or Occupant

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

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

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

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

OR

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

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

CHECK WHICHEVER APPLY:

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

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

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

___ WINDOW GUARDS ARE INSTALLED IN ALL WINDOWS*

___ WINDOW GUARDS ARE NOT INSTALLED IN ALL WINDOWS*

___ WINDOW GUARDS NEED MAINTENANCE OR REPAIR

___ WINDOW GUARDS DO NOT NEED MAINTENANCE OR REPAIR

Tenant's Name: _____ Date: _____

Tenant's Name: _____ Date: _____

RETURN THIS FORM TO:

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

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

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

New York City Recycling Notice

New York City has a mandatory residential recycling program that requires all residents to source-separate designated material from their waste in their homes for recycling collection by the NYC Department of Sanitation.

Residential building owners/landlords must notify residents about recycling requirements, designate an accessible recycling area, and maintain signs explaining what and how to recycle.

Residents are required to keep the following designated material separate from regular garbage and discard them according to building management instructions in properly recycling receptacles. (For more info on what to recycle, call 311 or visit www.nyc.gov/recycle.)

WHAT TO RECYCLE: Paper & Cardboard

Newspapers, magazines, catalogs, white and colored paper (staples OK), mail and envelopes (window envelopes OK), paper bags, wrapping papers, soft-cover books (paperbacks, comics, etc.; no spiral bindings).

Cardboard egg cartoons, cartons, and trays, smooth cardboard (food and shoes boxes, tubes, file folders, cardboard from product packaging), corrugated cardboard boxes.

WHAT TO RECYCLE:

Metal, glass, plastics, & Cartons (emptied and rinsed) Metal cans (soup, pet food, empty aerosol cans, dried-out paint cans etc.), bulk metal (large metal items, such as furniture, cabinets, large appliances, etc.).

Glass bottles & jars (and no other glass items).

Plastic bottles & jugs, rigid plastic caps & lids, rigid plastic food containers, (yogurt, deli, hummus, dairy tubs, "clear clamshell" containers, other plastic take-out containers), rigid plastic packaging ("blister-pak" and acetate boxes), rigid plastic housewares (crates, buckets, flower pots, furniture, toys, mixing bowls, plastic appliances, etc.).

Milk cartons & juices boxes (or any such cartons and aseptic packings for drinks: ice tea, soy milk, soup, etc.).

BUILDING RECYCLING PROCEDURES

Recycling bins are in compactor room on every floor. Metal cans, glass bottles/jars & plastic items as described above can be placed in the blue recycling bin. Cartons & newspapers can be placed in the basket provided in the compactor room. Larger cartons/boxes can be placed to the side of the bins. Kitchen trash (not including any recycling items) should be thrown down the trash chute in the compactor room.

This building has established the following procedures for handling designated recyclables that apply to all residents, housekeepers, guests, subtenants, homecare workers, and other visitors:

Please check all that apply:

I have been given information about designated recyclable materials that must be kept separate from my trash.

I know the location of the building recycling area(s) and the procedures for discarding designated recyclables.

I understand that recycling requirement apply to all residents, housekeepers, guests, subtenants, homecare workers, and other visitors.

Occupant name(s): _____

Occupant Signature(s): _____ Apt # _____

Occupant: Keep one copy for your records

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessor must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

- (ii) _____ Lessor has no knowledge of lead-based and/or lead-based paint hazards in the housing.

- (b) Records and reports available to the lessor (check (i) or (ii) below):
(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

- (ii) _____ Lessor has no reports or records pertaining to lead-based and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

- (c) _____ Lessee has received copies of all information listed above.
- (d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

- (e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliances.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessor	Date	Lessor	Date

**LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR PREVENTION OF LEAD BASED
PAINT HAZARDS- INQUIRY REGARDING CHILD**

You are required by law to inform the owner if a child under six years of age resides or will reside in the dwelling or dwelling unit (dwelling/unit) for which you are signing this lease/commencing occupancy. Beginning January 1, 2020, the term "resides" means that a child under six routinely spends 10 or more hours per week in the dwelling/unit. If such a child resides or will reside in the dwelling/unit, the owner of the building is required to perform an annual vision inspection of the dwelling/unit to determine the presence of lead-based paint hazards. IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD. If you do not respond to this notice, the owner is required to attempt to inspect the dwelling/unit to determine if a child under six years of age resides there.

If a child under six years of age does not reside in the dwelling/unit now, but does come to reside in it at any time during the year, you must inform the owner in writing immediately. If a child under six years of age resides in the dwelling/unit, you should also inform the owner immediately at the address below if you notice any peeling paint or deteriorated subsurface in the dwelling/unit during the year.

Whether or not a child under age six will reside in the dwelling/unit apartment, the owner of the building is also required to fix all lead-based paint hazards and underlying defect that may cause paint to peel, make floors, window sills, and window wells smooth and cleanable, remove or cover all lead-based paint on friction surfaces of doors and door frames, and remove or cover all lead-based paint on friction surfaces of windows or install window channels or slides. This work should be performed before you move in to the dwelling/unit, and the owner must properly clean the dwelling/unit after the work is completed.

Please complete this form and return one copy to the owner or his or her agent or representative when you sign the lease/commence occupancy of the dwelling/unit. Keep one copy of this form for your records. You should also receive a copy of a pamphlet developed by the New York City Department of Health explaining about lead based paint hazard when you sign your lease/commence occupancy.

CHECK ONE: A Child under six years of age resides in the dwelling or dwelling unit.

A child under six years of age does not reside in the dwelling or dwelling unit

_____ (occupant signature) _____ (date)

Print occupant's name, address and apartment number: _____

(NOT APPLICABLE TO RENEWAL LEASE) Certification by owner: I certify that I have complied with the provisions of 27-2056.8 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder relating to duties to be performed in the vacant units, and that I have provided a copy of the New York City Department of Health and Mental Hygiene pamphlet concerning lead-based paint hazards to the occupant.

_____ (Owner Signature)

RETURN THIS FORM TO:

Owner representative name: _____

Address: _____

OCCUPANT: KEEP ONE COPY FOR YOUR RECORD

OWNER COPY/ OCCUPANT COPY

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 inform him or her that there is a condition in your apartment that has issued a violation requiring correction of an indoor allergen hazard in your apartment, the owner is required to fix it, using the safe work practices that are provided by the law. The owner must also provide new tenants with a pamphlet containing information about indoor allergen hazards.
2. The owner of this apartment is also required, prior to your occupancy as a new tenant, to fix all visible mold and pest infestation in the apartment, as well as any underlying defects, like leaks, using the safe work practices 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: _____

Date: _____

**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: _____

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

In the event the Board of Managers of The Devon Condominium (“Board of Managers”) shall not exercise its option pursuant to the By-Laws of the said Condominium, to lease the unit covered by this Lease, the Unit Owner and Tenant agree for the benefit of the Board of Managers as follows:

- (A) Upon receipt by Tenant from the Board of Managers of a notice (or its agent or attorney) that Unit Owner has failed to make any payment due from Unit Owner to Board of Managers, Tenant shall make sum payment to Board of Managers up to the amount then or thereafter due from Tenant to Unit Owner under this Lease.
- (B) Such payment shall reduce the liability of Unit Owner to Board of Managers by the amount thus paid.
- (C) Except to the extent expressly above provided, nothing contained in the Paragraph shall affect the right of Board of Managers against Unit Owner.

Unit Owner

Unit Owner

Tenant

Tenant

**THE DEVON 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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I am aware that be aware that New York City adopted Local Law 147 for the year 2017 that amends the administrative code to provide, amongst other things, that:

The Condominium's smoking policy shall be incorporated into all new agreements to rent or purchase a dwelling unit in the building,

It shall be unlawful for any unit owner who rents or lease a dwelling unit to another person to fail to disclose the smoking policy, or for any unit owner to fail to disclose the smoking policy in any contract to sell the unit.

A unit owner who fails to disclose the smoking policy in a lease or contact to sell shall, for a first violation, be liable for a civil penalty of not less than two hundred dollars nor more than four hundred dollars.

DEVON CONDOMINIUM SMOKING POLICY

The Units:

Smoking is generally allowed inside the units, and on private terraces, except to the extent that such smoking constitutes a nuisance or a source of annoyance to the residents or occupants of the condominium, or interferes with the peaceful possession or proper use of the property by its residents or occupants.

Common Areas:

Smoking (as defined below) is not allowed on the roof deck or in indoor common areas of the building including, but not limited to, the lobby, hallways, stairwells, mailroom, laundry rooms, and the cellar. Section 17-505 of Title 17 of the administrative code of New York City prohibits smoking in indoor common areas.

Smoking, as used above, including inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, pipe, water pipe or hookah, whether for tobacco or non-tobacco smoking, or any similar for of lighted object or device designed for people to use to inhale smoke including electronic cigarettes (a/k/a "e-cigarettes").

In addition, residents who smoke or allow others to smoke in the Units shall be responsible for ensuring that the smoke does not infiltrate into other parts of the building. Residents must mitigate the possibility of the escape of second-hand smoke emanating from a Unit. In the event that smoke is allowed to migrate from a Unit, the resident will first be warned and requires to address the problem. The Board of Managers reserves the right to impose mitigation actions if residents fail to promptly and permanently resolve the issue.

(Owner/Landlord)

**The Devon Condominium
333 East 34th Street
New York, NY 10016**

We are pleased to inform you that The Devon 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 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 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. ****

**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