

#### LIVING UP TO YOUR EXPECTATIONS

#### **INFORMATION REQUIRED FOR SALE APPLICATIONS**

\*\* ALL DOCUMENTS SUBMITTED MUST BE ORIGINAL \*\*

- 1. COPY OF THE EXECUTED CONTRACT OF SALE SIGNED BY <u>THE SELLER AND PROSPECTIVE</u> BUYER.
- 2. APPLICATIONS FOR WAIVER OF RIGHT IF FIRST REFUSAL AND APPLICATION FOR OCCUPANCY TO BE COMPLETED BY PROSPECTIVE OWNER(S)
- 3. MOST RECENT FEDERAL TAX RETURN INCLUDING YOUR SIGNATURE AND ALL SCHEDULES FOR <u>ALL</u> <u>APPLICANTS</u>.
- 4. AFFIDAVIT OF INCOME TO BE COMPLETED, SIGNED BY PROSPECTIVE
- 5. TENANT(S) AND NOTARIZED.
- 6. NOTICE OF INTENTION TO SELL OR LEASE CONDOMINIUM UNIT TO BE SIGNED BY CURRENT UNIT OWNER(S)
- 7. A <u>NON-REFUNDABLE APPLICATION FEE</u> IN THE AMOUNT OF \$500.00 PAYABLE TO R.Y. MANAGEMENT CO., INC
- 8. A <u>NON-REFUNDABLE MOVING FEE</u> THE AMOUNT OF \$1000 PAID BY THE UNIT OWNER PAYABLE TO THE SYCAMORE.
- 9. EXECUTED RELEASE OF INFORMATION AUTHORIZATION FORM FOR <u>PROSPECTIVE</u>

  <u>PURCHASER(S)</u>. CREDIT CARD INFORMATION, FOR EACH RESIDENT OVER THE AGE OF 18, TO

  PROCESS A TRW CREDIT REPORT OR A CHECK IN THE AMOUNT OF \$39.00 (\$100.00 FOR

  CORPORATION) PAYABLE TO <u>TENANT DATA VERIFICATION</u>,
- 10. ENCLOSED FORM 1 AND 2 TO BE SIGNED BY PROSPECTIVE OWNER(S)
- 11.TWO (2) PERSONAL REFERENCE LETTERS ON THE TENANT(S)
- 12.ONE (1) BUSINESS REFERENCE LETTER ON THE PROSPECTIVE TENANT(S)
- 13.BED BUG DISCLOSURE FORM
- 14. SMOKING DISCLOSURE FORM
- 15. WINDOW GUARD FORM
- 16. SPRINKLING DISCLOSURE FORM

17. INDOOR ALLERGEN HAZARDS FORM 18. GAS LEAK FORM

POWER OF ATTORNEY FORM TO BE EXECUTED AT CLOSING BY THE NEW UNIT OWNER(S), RECORDED WITH THE CITY REGISTER AND RETURN TO THE MANAGING AGENT AND EMAILED TO:

LIZ PASTORINO AT <a href="mailto:lpastorino@management.com">lpastorino@management.com</a>

A COPY OF AN INSURANCE CERTIFICATE IS REQUIRED FROM THE MOVING COMPANY NAMING
THE SYCAMORE, THE SYCAMORE BOARD OF MANAGERS, 250 EAST 30TH STREET OWNERS, LLC AND
RY MANAGEMENT CO., INC AS ADDITIONAL NAMED INSURED. THE CERTIFICATE HOLDER SHOULD BE THE
SYCAMORE, C/O RY MANAGEMENT CO., INC 1619 THIRD AVENUE, NEW YORK NY 10128

IF YOU ARE NOT USING A MOVING COMPANY, A \$500 DEPOSIT (EITHER CASH OR BANK CHECK) IS REQUIRED THE SAME DAY, PROVIDED NO DAMAGE IS INCURRED DURING THE MOVE.

### **Return complete application to:**

RY MANAGEMENT 50 BATTERY PLACE, NEW YORK, NY 10280 ATTENTION: LIZ PASTORINO



# APPLICATION FOR WAIVER OF RIGHT OF FIRST REFUSAL ON PROPOSED CONDOMINIUM PURCHASE OR LEASE

#### ALL QUESTIONS MUST BE ANSWERED BEFORE THE BOARD OF MANAGERS WILL REVIEW THE

#### **APPLICATION**

#### **UNIT OWNER INFORMATION**

CONDOMINIUM UNIT NO: NAME OF UNIT OWNER:	
ADDRESS OF OWNER:	TEL.NO:
ATTORNEY FOR OWNER:	TEL.NO:
ATTORNEY'S FAX NO: ATTORNEY'S E-MAIL ADDRESS:	
ATTORNEY'S FIRM AND ADDRESS:	
APPLICANT'S INFORMATION	
APPLICANT:	
APPLICANT'S ADRESS:	
APPLICANT'S TEL. NO.: APPLICANT'S E-MAIL: _	
APPLICANT ATTORNEY: TEL. NO.:	
APPLICANT ATTORNEY'S FAX NO.:	
APPLICANT ATTORNEY'S E-MAIL ADDRESS:	
APPLICANT ATTORNEY'S FIRM AND ADDRESS:	
APPLICANT BUSINESS ADDRESS:	TEL. NO.:
APPLICANT'S OCCUPATION:	
(In the case of individual; In case of a corporation, a detailed summary	of the nature of the business)
APPLICANT'S ANNUAL INCOME:	
DATE AND PLACE OF CLOSING:	

DD/MM/YYYY

PROPOS	SED DATE OF OCCUPANCY			
		DD/MM/YYYY		
	ASE PRICE: \$ Sale)	MONTHLY RENTAL: 9	\$	LEASE TERM:
SPECIA	L CONDITIONS:			
APARTN	MENT UNIT AND STATE FO application must be filed,	R HOW LONG A TERM. (NO	TE: when and if o	ANT OF THE APARTMENT OF THE designated occupant vacates the unit, an be allowed to successor designated
1.	NAME OF DESIGNATED O	CCUPANT:		
	RELATION TO APPLICAN	Т:	_ LENGTH OF OC	CCUPANCY:
2.				D IF CHILDREN, STATE NUMBER AND
3.	WILL THERE BE ANY EMP	LOYEES LIVING OR WORK	ING IN THE UNIT	?
4.	IF SO, HOW MANY?			
	DOMESTIC:		BUSINESS:	
5.	DOES OCCUPANT WISH	O MAINTAIN ANY PETS? _		_ IF SO, PLEASE SPECIFY:
6.				NDOMINIUM, STATE NAME AND

#### **REFERENCES**

(BANK):	
ACCOUNT NUMBER:	
(BANK):	
ACCOUNT NUMBER:	
STOCKBROKER, C.P.A.:	
NAME AND ADDRESS OF PARTY TO BE CONTA	ACTED FOR INFORMATION REGARDING APPLICANT'S
CURRENT SOURCE OF INCOME:	
STATE THE NAME AND ADDRESS OF THREE A	
1	
2	
CITIZENSHIP OF APPLICANT OR PROPOS  NAME AND ADDRESS OF PERSON WHO IS AUTHORIZE APPLICANT.	ED OCCUPANT:  D TO ACCEPT SERVICE OF PROCESS IN ABSENCE OF
PROSPECTIVE TENANT/OWNER	DATE:
PROSPECTIVE TENANT/OWNER	DATE:



# APPLICATION FOR OCCUPANCY (PLEASE PRINT)

Apt. #		
		20
500	iai Security No.:	
Address		Phone
RESIDENCE	HISTORY	
	Apt.#	How long:
	Phone:	
	Apt.#	How long:
	Phone:	
	Apt.#	How long:
Phone:		
REFERE	ENCES	
6: (Do not include	relatives)	
Phone:		
	Phone:	
	Social So	Social Security No.:Social Security No.:

#### **BUSINESS REFERENCES:**

Name of CPA:				
Address:				
Name of Attorney				
Address:		Phone:		
	ADDITIONAL INFORMATION			
OTHER RESIDENTS TO OCCUPY APT.	SOCIAL SECURITY NO.	RELATIONSHIP TO HEAD	SEX	AGE
1				
2				
3				
4				
5				
6				
TRW Processing Fee (Non-Refu	undable) \$			
Processing Fee (Non-Refundab	le) \$			
SIGNATURE	i:			
SIGNATURE	··			

#### THE SYCAMORE CONDOMINIUM

#### **AFFIDAVIT OF INCOME**

The undersigned, being duly sworn, deposes and 1. That I reside at	d says the following:
<ol><li>That I have heretofore signed an application York, New York, NY 10016.</li></ol>	n for unit No at 230 East 30 <sup>th</sup> Street, New
3. (a) that my total income as reported in New Returns as "Total Income" for the year 20_	York State Income Tax Return as "Total Income Tax was \$
(b) that the combined income of all persons who Income tax Returns as "Total Income" for the year	will reside in said apartment as reported on New York ears 20 was \$
(c) That it is reasonably anticipated that such tot current year) will be \$	ral income (estimated by the occupants during the
knowledge and belief, true, correct, and co	ontained and in my application are, to my personal omplete and that I understand that any willful n may be cause for termination of my lease or occupancy by be provided by law.
	Signature Prospective Unit Owner/ Tenant
	PRINT NAME
	SOCIAL SECURITY#
Sworn to before me This day of,20	-
NOTARY PUBLIC	

# **THE SYCAMORE CONDOMINIUM**

## **FORM #1**

Address:	
I will comply with all the Rules and Regulat By-Laws of The Sycamore relating to use and of may now exist or hereto be amended.	
-	Applicant
-	Applicant

# 9. INITIAL RULES AND REGULATIONS OF THE SYCAMORE 250 LAST 30TH STREET. NEW YORK. NEW YORK

- 1. The sidewalks, entrances, passages, public halls, elevators, vestibule, corridors and stairways of the Building shall not be obstructed or used for any other purpose than ingress to and egress from the Units.
- 2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or landings of the Building, nor shall any fire exit thereof be obstructed in any manner. No baby carriages. Bicycles, scooters or similar vehicles shall be allowed to stand in the passages, public halls, vestibule, corridors, or other public areas. Nothing shall be hung or shaken from any doors, windows, balconies, terraces, or roofs or placed upon the windowsills. No awnings, fans. or other projections shall be attached to the outside of the Residential Area of the Building without the prior written approval of the Board of Managers
- 3. Neither occupants nor their guests shall play in the entrances, lobby, passages, public halls, elevators, vestibule, corridors, or stairways. Neither occupants nor their- guests shall wear or use roller blades or other type of roller skate, or any skateboard or other similar wheeled recreational board, in any of the foregoing areas or in any other common area of the Building.
- 4. No public hall or public elevator vestibule shall be decorated or furnished by any Unit Owner in any matter.
- 5. Each Unit Owner's shall keep Unit Owner's Unit and its appurtenant Limited Common Elements, if any in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other &substance.
- 6. No window guards or other window decorations shall be used in or about any Residential Unit, unless otherwise required by law except such as shall have been approved in writing by the Board of Managers of the Condominium, which approval shall not be unreasonably withheld or delayed.
- 7. No radio or television aerial shall be attached to or hung from the exterior of the Building and no sign, notice. advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Residential Arca of the Building except such as are permitted pursuant to the Declaration, the By-laws or shall have been approved in writing by the Board of Managers, nor shall anything be projected from any window without similar approval.
- 8. No ventilator or air conditioning device shalt be installed in any Residential Unit.
- 9. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment in such Unit Owner's Unit.
- 10. No Residential Unit Owner shall make or permit any disturbing noises of activity or do or permit anything to be done therein, which will interfere with the rights, comforts, or convenience of other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a disc, tape player or other audio player or radio or television set of other loudspeakers in such Unit Owner's Unit between 10:00 P.M. and the following 9:00 A.M., if the same shall disturb or annoy other occupants of the Building, in no event shall practice or suffer to be practiced cither vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00A.M. No construction or 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 0f 9:00A.M. and 4:00 P.M., unless such construction or repair work is necessitated by an emergency.

- 11. No bird, reptile or animal shall be permitted. kept or harbored in the Unit unless the me in each instance shall have been expressly permitted in writing by the Board of Managers and such consent if given. shall be revocable by the Board of Managers in its sole discretion, at any time. Notwithstanding the-foregoing, a Unit-Owner shall be permitted to maintain one cat or one dog or one bird in any one Residential Unit without the prior consent of the Board of Managers, in no event shall any bird, reptile or animal be permitted in any of the public portions of the Building unless carried on a leash. No pigeons or birds or animals shall be fed from the windowsills or other public portions of the Building Of on the sidewalk or street adjacent to the Building.
- 12. Refuse shall be sent to the cellar level of the Building only at such times and in such manner as the Board of Managers may direct. The Commercial Unit Owner shall contract with a private carting service for removal of trash from the Commercial Unit.
- 13. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings. rubbish, rugs of any other article be thrown into the same. Any damage resulting from misuse of any water-closet or other apparatus in a Unit shall be repaired and paid for by the Unit Owner.
- 14. No occupant of the Buildings shall send any employee of the Board of Managers, the Condominium or of the managing agent thereof out of the Building on any private business. In addition any Condominium employee to whom any property-shall be entrusted by or on behalf of a Unit Owner shall be deemed to be acting as said Unit Owner's agent with respect to such property and neither the Condominium nor the Board of Managers nor its agents, shall be liable for any damage to property of said Unit Owner or of entrusted to employee of the Condominium nor for the loss or damage to, any property of the Unit Owner by theft or otherwise.
- 15. The agents of the Board of Managers or the managing agent, and any contractor or workers authorized by the Board of Managers or the managing agent may enter any room or Unit at any reasonable hour of the day on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests 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.
- 16. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors. All removals or the currying in or out of any sales, freight, furniture, or bulky matter of any description must take place in the manner and during the hours which the Board of Managers shall designate, and with payment to the Board of Managers of any costs it incurs in connection therewith. All work in connection with the moving of any such safe, machinery, equipment. freight, etc., must comply with the Administrative Code of the City of New York and all other laws and regulations applicable thereto. Notwithstanding any consent of the Board of Managers to the movement of such safe, machinery, freight, etc., the Unit Owner shall indemnify the Board of Managers for and hold the Board harmless from, damages sustained by persons or property and for any damages paid out by the Board of Managers in settlement of any claims or judgments, as well as for all expenses and attorney's fees incurred in connection therewith and all costs including repairing any damage to the Building or appurtenances, caused by movement of any safes. freight, furniture, heavy machinery, or bulky matter of any sort into or out of the building.
- 17. The Board of Managers shall retain a pass-key to each Residential Unit. If any lock is altered or a new lock is installed, the Board 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 the Unit at any time when entry therein is necessary or permissible wider these Rules and Regulations or wider the By-Laws and has not furnished a key to the Board, then the Board or its agents (but, except in an emergency only when specifically authorized by an officer of the Board) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry reasonable care is given to the Unit Owner's property).

- 18. Complaints regarding the service of the Building shall be made in writing to the Board of Managers or to the managing agent.
- 19. Any consent or approval given under these Rules and Regulations may be granted refused, added to, amended, or repealed, in the sole discretion of the Board of Managers. at any time by resolution of said Board.
- 20. Except and under the Declaration and By-laws, Unit Owners and their families, guests, employees. agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roofs of the Building.int this regard, the Beard y establish rules and regulations concerning use of the recreational roof deck located on the main roof of the Building.
- 21. Unit Owners shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units.
- 22. No Unit Owner or any of the Unit Owner's agents, servants, employees, licensees or visitors shall at any time use or bring into or keep in the Unit Owner's Unit any inflammable, combustible or explosive fluid, material. chemical or substances, except as shall be necessary and appropriate for the permitted uses of such Unit.
- 23. If any key or keys are entrusted by a Unit Owner or by any member of a Unit Owner's family or by a Unit Owner's agent, servant, employee, licensees or visitor, directly to an employee of the Board of Managers or directly to the managing agent or an employee of the managing agent. whether for such Unit Owner's Unit, an automobile, trunk or other item of personal property, the acceptance of the key shall be at The sole risk of such Unit Owner, and neither the Board nor the managing agent shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith (unless, however, the managing agent was entrusted directly with the key, in which case the agent shall be liable for such damages).
- 24. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the Condominium or contents thereof without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in Unit Owner's Unit or in the Common Elements which will result in the cancellation of insurance on the Property, or which would be in" violation of any law. No waste shall be committed in the Common Elements.
- 25. The Board shall have the right from time to time to relocate or relocate any space in the Residential Area of the Building devoted to service purposes.
- 26. No group tour or exhibition of any Unit or its contents shall be conducted, nor shall any auction sale be held in any Unit, without the prior consent of the Board of Managers.
- 27. In the event that any Unit is used for home occupation purposes permitted by law, clients or other invites shall not be permitted for any purpose to wail in any lobby, public hallway or vestibule, unless such lobby, hallway or vestibule is part of the Unit.
- 28. Unless expressly authorized by the Board of Managers in each case, at least 80% of the floor area of each residential Unit (excepting only kitchens, bathrooms. closets and foyers) must be covered with rugs, carpeting or equally effective noise-reducing material.

- 29. No Residential Unit Owner shall install any plantings on any terrace without the prior written approval of the Board of Managers.
- 30. Plantings on terraces shall be contained in boxes of wood (or other material acceptable to the Board of Managers), lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep boles shall be provided in the boxes to draw off water. It shall be the responsibility of the Unit Owner to maintain the containers in good condition, and she drainage tiles and weep holes in operating condition. Terrace floor loads are designed for small potted plants only. Plantings on terraces may not exceed weight limits commensurate with the foregoing. The Board of Managers promulgate specific weight limits as well. Any damage to the Building or the personal property of another Unit Owners or occupant of the Building caused by a Unit Owner's terrace or roof planting or improper maintenance thereof shall be the responsibility of the Unit Owner whose plants caused the damage, to repair. If the Unit Owner fails to repair the damage the Board of Managers may cause the damage to be repaired and shall assess the Unit Owner for all costs incurred in connection therewith.
- 31. The Board of Managers reserves the right.to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation all any time prescribed for the Building when, in the judgment of the Board, the Board deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Bording or the preservation of good order therein, or the operation or maintenance of the Building or the equipment thereof: Or the comfort of Unit Owners. occupants or others in the Building. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Unit Owner or other occupant shall operate as a rescission. alteration or waiver in respect of other Unit Owner or other occupant.



## **FORM #2**

## THE SYCAMORE

Address:	Apt
	e and agree to the fact that the unit will be used as olely by myself and the persons listed on my
I also understand that the unit must be used purpose.	d solely as a residence and not for any commercial
	Prospective Unit Owner
	 Tenant



### LIVING UP TO YOUR EXPECTATION

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

The undersigned, being the Own	ner of 250 East 30th Street, Apt New York, NY 10016						
hereby notifies the Board of Managers in the 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 prospective purchaser or lessee on the terms stated below, and							
						the undersigned intends to acce	pt such offer.
						NAME AND ADDRESS OF PRO	OSPECIVE PURCHASER OR LESSEE: (If a prospective
purchaser or lessee is a corpora	tion name the designated officer, director, stockholder, or						
employee of the corporation wh	o will occupy the apartment unit and for how long a term. When						
and if designated occupant vaca	ites the unit, another application must be filed, and references						
submitted before occupancy car	be allowed to successor designated occupant.)						
TERMS OF PROSED SALE OR	LEASE:						
Attached is a true copy of the coagreement between the parties:	ontract of sale or lease setting for the all of the terms of the						
PURCHASE PRICE: \$ (If sale)	PROPOSED CLOSING DATE:						
MONTHLY RENTAL: \$	LEASE TERM: (minimum term= 12 months)						
	(minimum term= 12 months)						
ANTICIPATED OCCUPANCY DAT	E OF SALE OR LEASE:						

#### **ATTACHMENTS:**

- 1. Copy of the 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. Original signed references of the prospective occupant of the apartment unit must accompany the application form.

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

The undersigned acknowledges that the Board has a 30-day period, commencing with the date of the 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 the first refusal to purchase or lease the apartment unit on the terms specified herein and inn the By-Laws. The undersigned hereby requests that, if the Board elects to waive or release such right of the first refusal. It delivers to the undersigned a certificate to that effect, pursuant to the provision of the By-Laws.

	Name of Individual Owner or Corporation
	Signature of Individual Owner or Authorized Officer of the Board of Managers
Date:	

THIS NOTICE IS TO BE FILLED OUT AS INDICATED AND SUBMITTED WITH THE SALE APPLICATION.

# 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.

property's beading intestation 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 ar apartment.	าy
During the past year the building had a bedbug infestation history that has been the sul 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 thefl and it has not been the subject of eradication measures.	oor(s)
During the past year the apartment had a bedbug infestation and eradication measures were employed.	<b>;</b>
During the past year the apartment had a bed infestation history and eradication measure not employed.	ıres
Other:	
Signature of Tenant(s): Dated:	
Signature of Owner/Agent: Dated:	
DBB-N (DHCR 10/10)	



#### **Release of Information Authorization**

I HEREBY AUTHORIZE ANY INDIVIDUAL, COMPANY, OR INSTITUTION TO RELEASE TO TENANT DATA VERIFICATION AND/OR ITS REPRESENTATIVE ANY AND ALL INFORMATION THAT THEY HAVE CONCERNING MY CHARACTER, REPUTATION, MODE OF LIVING, EMPLOYMENT HISTORY AND CREDIT REPORT.

I HEREBY RELEASE THE INDIVIDUAL, COMPANY OR INSTITUTION AND ALL INDIVIDUALS CONNECTED THEREWITH FROM ALL LIABILITY FOR ANY DAMAGE WHATSOEVER INCURRED IN FURNISHING SUCH INFORMATION.

# PROSPECTIVE UNIT OWNER/TENANT CURRENT ADDRESS: FULL NAME (PRINT OR TYPE) DATE OF BIRTH SIGNATURE SOCIAL SECURITY NO. DATE PROSPECTIVE UNIT OWNER/TENANT CURRENT ADDRESS: FULL NAME (PRINT OR TYPE) DATE OF BIRTH SIGNATURE SOCIAL SECURITY NO. DATE PAYMENT NAME OF CREDIT CARD HOLDER: SIGNATURE OF CARD HOLDER: CREDIT CARD NUMBER: EXPIRATION DATE: INDICATE TYPE OF CARD:

(VISA-MASTERCARD-AMERICAN EXPRESS)



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

Date: May 1,2024

To: All Residents of The Sycamore

From: Nina Dela Vega

**Property Manager** 

Re: Local Law 147- Smoking Disclosure

I have attached the Smoking Policy Disclosure for The Sycamore Condominium.

Please be advised that this information must be provided to your subtenants and for any new sales.

If you have any questions, please contact me at 212-786-2803 Ext. 17 or <a href="mailto:ndelavega@rymanagement.com">ndelavega@rymanagement.com</a>

#### THE SYCAMORE SMOKE-FREE POLICY

Building/Property Address: 250 East 30<sup>th</sup> Street, New York, NY 10016

This Smoke-Free Policy Rider consists of additional terms, conditions and rules that are incorporated into your Lease. There is no safe amount of exposure to secondhand smoke. Adults exposed to secondhand smoke have higher risks of stroke, heart disease and lung cancer. Children exposed to secondhand smoke have higher risks of asthma attacks, respiratory illnesses, middle ear disease and sudden infant death syndrome (SIDS). For these reasons, and to help people make informed decisions on where to live, New York City requires residential building owners (referred to in this policy as the "Owner" which includes the owner of record, seller, manager, landlord, any agent thereof or governing body) in buildings with three or more residential units to create a policy on smoking and share it with all tenants. The building policy on smoking applies to any person on the property, including tenants, subtenants, other residents, licensees and quests.

#### **Definitions**

- **a.** Smoking: inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe or hookah, herbal cigarette, non-tobacco smoking produce (e.g., marijuana or non-tobacco shisha), or any similar form of lighted object or device designed for people to use to inhale smoke.
- **b**. Electronic Cigarette (e-cigarette): a battery-operated device that heats a liquid gel, herb or other substance and produces vapor for people to inhale.

#### **Smoke-Free Air Act**

In a compliance with Local Law 147 and pursuant to NYC Admin. Code, § 17-505. New York City law prohibits smoking and using e-cigarettes of any kind in indoor common areas, including but not limited to, lobbies, hallways, stairwells, mailrooms, community rooms, lounges, fitness areas, storage areas, garages and laundry rooms in any building with three or more residential units.

#### **Policy on Smoking**

<u>The Smoke-Free Air act bans smoking tobacco or non-tobacco products and using ecigarettes in indoor common areas.</u>

#### Smoking is not allowed in the following locations:

Inside of residential units

Outside of areas that are part of residential units, including balconies.

Outdoor common areas, including the rooftop area.

Outdoors, within 15 feet of entrances, exits, and windows.

You, a Unit Owner shall inform subtenants, other residents, guests, licensees, live-in employees, and service workers of this Smoke-Free Policy.

#### Owner/Manager Not a Guarantor of Smoke-Free Environment

Tenant acknowledges that the adoption of a smoke-free living environment at The Sycamore does not make the Owner or any of its agents the guarantor of Tenant's health or of the smoke-free condition of Tenant's unit and the common areas. However, Owner shall take reasonable measures to enforce the smoke-free terms of its leases and to make The Sycamore smoke-free.

#### Other Tenants are Third-Party Beneficiaries of Tenant's Agreement to Abide by this Smoke-Free Policy

Tenant agrees that all other Tenants at The Sycamore are third-party beneficiaries of Tenant's written assent to the terms of this Rider. A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages but does not have the right to sue for the eviction of another Tenant. Any suit between Tenants herein shall not create a presumption that the Owner breached this Rider. Nor shall Owner be liable to Tenant for any breach of The Sycamore Smoke-Free Policy by any non-party to this Lease and Rider, whether framed as a claim of negligence, trespass, breach of the covenant of quiet enjoyment, nuisance, breach of the warranty of habitability, or any other claim in law or in equity.

#### **Effect of Breach and Right to Terminate Lease**

A Breach of this Rider shall give each party all the rights contained herein, as well as the rights provided for in the Lease. A material breach of this Rider by Tenant shall be a substantial breach of the Lease and grounds for termination of the Lease by Owner.

The owner acknowledges that in declaring The Sycamore to be smoke-free, the failure of Owner to respond to a confirmed report by Tenant of breach of this Smoke- Free Policy shall be treated as equivalent to failure to respond to a request for maintenance.

#### **Disclaimer by Owner/Manager**

Tenant acknowledges that Owner adoption of a smoke-free living environment, and the efforts to designate The Sycamore smoke-free, does not in any way alter the standard of care that Owner owes to Tenant, to render buildings and premises designated as smoke-free any safer. more habitable or improved in terms of air quality than any other rental premises. The owner specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality compared to any other residential property. The owner cannot and does not warranty or promise that the premises or common areas will be free of secondhand smoke.

Tenant acknowledges that Owner's ability to police, monitor, and enforce this Smoke- Free Policy is largely dependent upon voluntary compliance by Tenant and Tenant's sub- tenants, other residents, guests, licensees, live-in employees, and service workers. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are hereby put-on notice that Owner does not assume any higher duty of care to enforce this Rider than any other obligation inuring to Owner/Manager under this Lease.

#### **Complaint Procedure**

Complaints about smoke drifting in	o a residential	unit or common	area should be made
promptly to the Owner listed here			

approximate time, location where smoke vand apparent source of smoke.	was observed, building address	s, description of incident

#### **Acknowledgement and Signature**

I have read the policy on smoking described above, and I understand the policy applies to the property. I agree to comply with the policy described above.

For rental units, I understand that violating the smoking policy may be a violation of my lease. For condominiums, cooperatives and other units owed units, I understand that violations of the policy on smoking may be addressed according to the building's governing rules.

Owner's printed name:	
Owner's Signature:	Date:
Tenant's printed name:	
Tenant's Signature:	Date:

#### **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.

### 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 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:		
• •	ained and Operative Sprinkler System in the Leases ned and Operative Sprinkler System in the Leases Pr	
A. The last date o	of which the Sprinkler System was maintain was an $ exttt{ exitt{ exttt{ exitt{ exttt{ exttt{ exttt{ exttt{ exttt{ exttt{ exttt{ exttt{ extt{ exttt{ extt{ exttt{ extt{ exttt{ e$	d inspected
with generally accepted standards	of piping and appurtenances designed and installed in so that the heat from a fire will automatically cause w inguish it or prevent its further spread (Executive Law o	ater to be
Acknowledge & Signature:		
non-existence of a Sprinkler System	re set forth above. I understand that this notice as to the second provided to me to help me make an informed with New York Real Property Law Article 7, Section 2	d decision about
Tenant:	Date:	
Signature:		
<u> </u>	Date:	
Signature:		

# LEASE/COMMENCEMENT NOTICE FOR INDOOR ALLERGEN HAZARDS

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

I,	visible mold and pest in aning and vacuuming ar	y Ifections ny carpet
Signed:		
Date:		

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

In the event the Board of Managers of The Sycamore 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 the Board of Managers by the amount thus paid.
- (C) Except to the extent expressly provided above, nothing contained in the Paragraph shall affect the right of the Board of Managers against Unit Owner.

Unit Owner	
Unit Owner	
Tenant	
Tenant	

### THE SYCAMORE 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:

- 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 cellphone 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:

<u>Con Edison</u> 1-800-752-6633

Provider Number

# PROCEDIMIENTO PARA LOS INQUILINOS CUANDO HAY SOSPECHAS DE FUGA DE GAS

La ley requiere que el propietario de la casa o edificio informe a los inquilinos que cuando sospechan que se ha producido un escape de gas, deben tomar las siguientes medidas:

- 1. Abra rapidamente las puertas y ventanas cercanas y salga del edificio immediatamente; 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:
- Despues de salir del edificio, a una distancia segura del edificio, llame al 911 immediatamente para reportar sus sospechas;
- 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

October 2019

# NOTIFICATION OF LEGAL MAILING ADDRESS FOR UNIT OWNER

All communications and invoices concerning the ownership of 230 East $30^{th}$ Street Unit #, New York NY 10016, should be sent to the following address rather than the apartment:
Owner's Name:
Address:
Business Telephone Number:
Home Telephone Number:
Email Address:

### THE SYCAMORE BUILDING LINK FORM

Unit#: \_\_

The Sycamore Board of Managers has contracted with the "BuildingLink®" system to enhance our mail and package delivery system, to complement our security systems and to provide more technologically current communications.

Please complete the information indicated on the form below so that we can establish you within that system. As with all your personal information, we will hold all data in strict confidence.

Last/Family Name	Resident A	Resident A
First/Given Name:		
Email Address:		
Home Phone:		
Cell Phone:		
Business Phone:		
Children & Ages: (1) _	(2)	
(3) _	(4)	
Pets (names and descri	ptions): (1) (2)	
Family/Guests to be allo	wed ongoing key release and entry in your absence:	
(1)	(2)	
(3)	(4)	
Domestic Assistants to I	oe allowed ongoing key release and entry in your abse	ence:
(1)	(2)	
(3)	(4)	
Other information of imp	oort:	