



**REQUIREMENTS FOR THE SALE OF A CONDOMINIUM APARTMENT
245 10TH AVENUE
NEW YORK, NEW YORK 10001**

One (1) Original Set:

- 1 Request to Owners for Waiver of Right of First Refusal from the Board of Managers. Notice of Intention to Sell (enclosed).
- 2 Copy of the Contract of Sale fully executed and dated by all parties.
- 3 Purchase Application, completed and signed by seller/purchaser (enclosed).
- 4 Financial Statement and itemized schedules- 3 pages (enclosed), signed and dated by all applicants. All assets must be accompanied with documentation (i.e. stock and bank statements, etc.) In the event a Corporation is purchasing the unit, the statement must be on the Corporation.
- 5 Tenant Data Verification Co. credit authorization form (enclosed) to be completed for each applicant. Please indicate social security number, date of birth, present address and sign along with all requested information.
- 6 Letter of employment stating position, salary, and length of employment. If you are self-employed, please provide a C.P.A letter.
- 7 Acknowledgement of Condominium Rules and Regulations (enclosed) copy of same enclosed for informational purposes.
- 8 Window Guard Form (enclosed).
- 9 Fire Safety Plan and Brochure (enclosed) for informational purposes.

Please Note:

No sale of a unit may go into effect unless and until:

- (A) Please be advised that the Board of Managers has a period of forty-five (45) days from the day the Board received the application to exercise their "Right of First Refusal." The credit report agency takes approximately five (5) to seven (7) business days to process the credit report. Please take this into consideration when determining the closing date.
- (B) No application will be considered if Unit Owner's Account is in arrears. All common charges including assessments and all other charges due and must be paid up to date before the documents go to the Board for review.
- (C) A waiver of the Right of First Refusal is issued on behalf of the Board of Managers.
- (D) All incomplete applications will be returned by regular mail and will cause delay in processing the application.



Arrangements for move-in/move-outs must be made with the Superintendent at least 72 hours prior to the move. There will be no moving in on weekends.

FEES FOR PURCHASER:

ALL CHECKS MUST BE SEPARATE CERTIFIED, ATTORNEY'S ESCROW CHECKS OR BANK CHECKS OR MONEY ORDERS.

1. Application Processing Fee- check payable to NMC Property Management in the amount of \$800.00, non-refundable (must be submitted with Board package).
2. Move-in Fee-check payable to 245 10th Avenue Condominium in the amount of \$800.00 representing move-in fee.
3. Move-in deposit- check payable to 245 10th Avenue Condominium in the amount of \$2,500.00 representing the refundable move-in deposit (must be submitted with Board package). Refundable, if no damage is done to the common areas and elevators. Please contact management to request the return of your deposit.

FEES FOR SELLER

ALL CHECKS MUST BE SEPARATE CERTIFIED, ATTORNEY'S ESCROW CHECKS OR BANK CHECKS OR MONEY ORDERS.

1. Move-out Fee-check payable to 245 10th Avenue Condominium in the amount of \$800.00 representing move-out fee.
2. Move-out deposit- check payable to 245 10th Avenue Condominium in the amount of \$2,500.00 representing the refundable move-out deposit (must be submitted with Board package). Refundable, if no damage is done to the common areas and elevators. Please contact management to request the return of your deposit.

SUBMISSION GUIDELINES:

- Please make certain to redact all but the last four digits of your account numbers and social security numbers on all bank statements, brokerage statements and tax returns with the exception of the credit release form.
- Please do not permanently bind or staple any part of your submission. Binder clips are preferred.
- Please use 8.5 x 11 sized paper only.
- All packages should include a table of contents.

GENERAL NOTES:

- Incomplete packages will not be accepted.



- All packages should be typed and not handwritten.
- All fees are non-refundable unless otherwise noted.
- Please do not submit original documents that you expect returned after the application is reviewed. Submit copies only.
- Please do not include in your submission documents that are provided for informational purposes such as house rules, move policy, alteration agreement etc.
- The liquid asset amounts indicated on the Financial Statement must be verified dollar for dollar by your included supporting statements.
- All supporting statements must be complete and must include all pages.
- Neither "The Work Number" nor any other third party employment verification services are accepted. You must provide an employment verification letter.
- If any documentation in your application is in a language other than English this documentation must be translated into English and certified that the translation is accurate.
- If any financial information included in your application is stated in currency other than USD you must have these items converted into USD and certified that the conversion is accurate.

Send the completed package and appropriate copies to the attention of Nancy Candelario; NMC Property Management. 629 Fifth Avenue, Suite 216, Pelham, New York 10803. Email: nancy@nmcmanagement.com

1. Cover letter
2. Notice of Intention to Sell
3. Contract of Sale
4. REBNY Condo Purchase Application
5. REBNY Financial Statement
6. Credit Check Authorization Form
7. Employment Verification Letter
8. Acknowledgement of Condominium Rules and Regulations
9. Window Guard Form
10. Fire Safety Plan and Brochure

1. Cover Letter

2. Notice of Intention to Sell

Notice of Intention to Sell

I/We _____ have received an offer
for the purchase of my unit # _____ at 245 10th Avenue Condominium by:

Name: _____

Address: _____

Phone: _____

Seller's Price: \$ _____

Amount of Mortgage: \$ _____

Interest Rate: _____ %

Mortgage Bank: _____ Term: _____

I/We consider this offer to be bona fide in all respects.

Signature

Date

Signature

Date

3. Contract of Sale

4. REBNY Condo Purchase Application

Today's Date _____

Purchase Application For the Sale of a Condominium

BASIC INFORMATION	
Condominium Name _____	Number of Units _____
Condominium Address _____	Unit # _____
Purchase Price _____	Is Source of Down Payment a Gift? <input type="checkbox"/> or Loan? <input type="checkbox"/>
Proposed Closing Date _____	Common Charges _____
Requested Move in Date: _____	Telephone _____
Managing Agent _____	Email _____
Address _____	

SELLER'S INFORMATION		
Seller(s) _____		
Present Address _____		
Home Telephone _____	Office Telephone _____	Cell Telephone _____
Seller's Attorney _____		Firm _____
Firm Address _____		Email _____
Office Telephone _____	Cell Telephone _____	Facsimile _____

SELLER'S BROKER		
Seller's Broker _____		Email _____
Office Telephone _____	Cell Telephone _____	Facsimile _____

PURCHASER'S INFORMATION		
Purchaser(s) _____		
Present Address _____		
Home Telephone _____	Office Telephone _____	Cell Telephone _____
Email _____	Facsimile _____	
Amount of Financing _____ <i>If purchaser is a corporate entity:</i>	Deposit on Contract _____	
Name of Corporation _____		
Address of Corporation _____	Telephone _____	



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PURCHASER'S INFORMATION Continued

Purchaser's Attorney	Firm	
Firm Address	Email	
Office Telephone	Cell Telephone	Facsimile
Name(s) Condominium Units would be held in (and type of joint ownership) [e.g. tenants in common, joint tenants with rights of survivorship, or tenants by the entirety]		
Mortgage Lender		
Attorney for Lender	Email	
Office Telephone	Cell Telephone	Facsimile

PURCHASER'S BROKER

Purchaser's Broker	Email
Office Telephone	Cell Telephone Facsimile

PERSONAL INFORMATION REGARDING APPLICANT(S)

Applicant

Co-Applicant

Name:	_____	_____
Residence Address:	_____	_____
Dates of Residence:	From: ____/____/____ To: ____/____/____	From: ____/____/____ To: ____/____/____
Prior Address: <i>(If less than 5 years at present address)</i>	_____	_____
Dates of Residence:	From: ____/____/____ To: ____/____/____	From: ____/____/____ To: ____/____/____
Employment Status:	Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Unemployed <input type="checkbox"/> Retired <input type="checkbox"/> Student <input type="checkbox"/>	Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Unemployed <input type="checkbox"/> Retired <input type="checkbox"/> Student <input type="checkbox"/>
Are you self-employed?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Current Employer:	_____	_____
Employer Address:	_____	_____
Period of Employment:	From: ____/____/____ To: ____/____/____	From: ____/____/____ To: ____/____/____
Years in Line of Work:	_____	_____
Supervisor's Name:	_____	_____
Business Telephone:	_____	_____
Prior Employer: <i>(If less than 3 years in current job)</i>	_____	_____
Prior Employer Address:	_____	_____
Period of Employment:	_____	_____
Prior Supervisor's Name:	_____	_____
Business Telephone:	_____	_____
Income Estimate this year:	_____	_____
Actual Income last year:	_____	_____
Educational Background (Optional):	_____	_____



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ADDITIONAL INFORMATION REGARDING APPLICANT(S)

Name(s) of all persons who will reside in the unit
(NOTE: If applicant is a corporate entity, a new lease package must be completed and sent to the Board each time occupancy changes.)

Schools and years attended of occupants (if different from purchaser) [optional]

Names of anyone in the building known to applicants

Are any pets to be maintained in the unit? If yes, note number and kind. (NOTE: Please refer to building rules)

Names of organizations to which applicants belongs (clubs, societies, board memberships, etc.) [optional]

Will occupancy be: Full-time Part Time

If Part Time, what is the approximate number of days per month you will use the unit?

Do you plan to lease your unit? Yes No (NOTE: Please refer to building rules)

Do you plan to perform any alterations to the unit? Yes No (NOTE: Please refer to building Alteration Agreement)

If yes, please describe the plans:

Will there be any business or profession conducted in the unit? Yes No (NOTE: Please refer to building rules)

If yes, please describe the nature of your business:

If you do not plan to receive mail at the unit, please specify where monthly bills and correspondence should be sent:

Address of any additional residences owned or leased by applicant:

Is this your first time purchasing a condominium? Yes No

If no, where else have you owned before:

Emergency Contact:

Office Telephone

Cell Telephone

E-mail

APPLICANT'S HOUSING HISTORY

Current Landlord

Landlord's Address

Landlord Telephone Number

Current Rent

Reason for Moving

Dates of Occupancy

Prior Landlord (If at present location less than 5 years)

Prior Landlord's Address

Prior Landlord Telephone Number

Prior Rent

Reason for Moving

Dates of Occupancy

BUSINESS AND PROFESSIONAL REFERENCES

Applicant

Co-Applicant

1. Name:

Address:

2. Name:

Address:



REAL ESTATE BOARD OF NEW YORK

PERSONAL REFERENCES

Applicant

Co-Applciant

1. Name: _____
 Address: _____
 2. Name: _____
 Address: _____
 3. Name: _____
 Address: _____
 4. Name: _____
 Address: _____

BANK AND CREDIT REFERENCES

Applicant

Co-Applciant

1. Bank Name: _____
 Address: _____
 Account #: _____
 Type: Checking Savings Loan
 2. Bank Name: _____
 Address: _____
 Account #: _____
 Type: Checking Savings Loan
 3. Stock Broker or CPA: _____
 Firm: _____
 Address: _____
 Phone: _____
 Fax: _____
 Email: _____
 Account #: _____

 Checking Savings Loan

 Checking Savings Loan

DECLARATIONS

1. Are there any outstanding judgments against you?
2. Have you been declared bankrupt in the last 7 years?
3. Have you had a property foreclosed upon or given title or a deed in lieu thereof in the last 7 years?
4. In the last 5 years, have you been a party to any lawsuit?
5. Have you directly or indirectly been obligated on a loan that resulted in foreclosure or transfer of title in lieu of foreclosure or judgment?
6. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee?
7. Is any part of the down payment borrowed or a gift?
8. Do you intend to occupy the unit as your primary residence?
9. Are you obligated to pay alimony or child support?
10. Do you or any member of your family have diplomatic status?
11. Has any business you have controlled been the subject of bankruptcy in the last 7 years?
12. Are you a co-maker or endorser on a note?
13. Have you ever been convicted of a felony or misdemeanor?

Applicant

Co-Applciant

Yes No
 Yes No
 Yes No
 Yes No
 Yes No
 Yes No
 Yes No
 Yes No
 Yes No
 Yes No
 Yes No
 Yes No
 Yes No
 Yes No

Yes No
 Yes No
 Yes No
 Yes No
 Yes No
 Yes No
 Yes No
 Yes No
 Yes No
 Yes No
 Yes No
 Yes No
 Yes No
 Yes No
 Yes No

If yes, please describe: _____



REAL ESTATE BOARD OF NEW YORK

THE FOREGOING APPLICATION, INCLUDING ALL PERSONAL AND FINANCIAL INFORMATION, HAS BEEN CAREFULLY PREPARED, AND THE UNDERSIGNED HEREBY SOLEMNLY DECLARE(S) AND CERTIFIES THAT ALL THE INFORMATION IS TRUE AND CORRECT AND THAT THE FINANCIAL INFORMATION SUBMITTED IS A TRUE AND ACCURATE STATEMENT OF THE UNDERSIGNED AS OF THE DATE SET FORTH BY EACH SIGNATURE. THE UNDERSIGNED ALSO AGREE(S) THAT IN PROCESSING THIS APPLICATION, THE MANAGING AGENT NAMED HEREIN AND ITS EMPLOYEES AND AGENTS NEITHER BEAR NOR ASSUME ANY RESPONSIBILITY WHATSOEVER FOR THE VERIFICATION OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN. IN ADDITION, THE UNDERSIGNED HEREBY AUTHORIZE(S) THE MANAGING AGENT AND THE CONDOMINIUM ASSOCIATION TO SHARE SUCH PORTIONS OF THE APPLICATION AS THEY MAY REASONABLY BELIEVE NECESSARY TO FULFILL THE PURPOSES OF THIS APPLICATION WITH ANY OTHER PARTIES, AND FURTHER AGREE TO HOLD THE MANAGING AGENT, ITS EMPLOYEES AND AGENTS HARMLESS FROM ANY ERROR OR OMISSION IN THE TRANSFER OF THE INFORMATION OR THE DISTRIBUTION OF SUCH INFORMATION TO THIRD PARTIES.

Applicant: Date: _____

Date: _____

Co-Applicant: _____

Date: _____

Discrimination is prohibited in Board admissions procedures under the following laws:

The Federal Fair Housing Act
The Civil Rights Act
The New York State and New York City Human Rights Laws

The New York City Human Rights Law provides that it is unlawful to refuse to sell, rent, lease, approve the sale, rental or lease or otherwise deny a housing accommodation based on actual or perceived race, creed, color, national origin, gender (including gender identity), age, disability, sexual orientation, marital status, partnership status, lawful source of income, alienage or citizenship status or because children are, may be, or would be residing in the accommodation. Where a housing accommodation or an interest is sought or occupied exclusively for residential purposes, the provisions shall be construed to prohibit discrimination in the sale, rental, or leasing of such housing accommodation or interest on account of a person's occupation. Complaints may be filed within one year of an unlawful discriminatory act at the Law Enforcement Bureau of the City's Commission on Human Rights.

The New York State Human Rights Law provides that it is unlawful to refuse to sell, rent, lease or otherwise deny a housing accommodation on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, or familial status. Complaints may be filed within one year of an unlawful discriminatory act to the New York State Division of Human Rights or within three years of an unlawful discriminatory act in State Court. Complaints may not be filed with both the Division and the Court.

The Federal Fair Housing Act prohibits discrimination in housing practices on the basis of race, color, religion, sex, handicap, familial status, or national origin. Individuals who believe they have been victims of an illegal housing practice may file a complaint within one year of the unlawful discriminatory act with the Department of Housing and Urban Development (HUD) or file their own lawsuit in federal or state court. The Department of Justice brings suit on behalf of individuals based on referrals from HUD.

The Civil Rights Act provides that all citizens of the United States shall have the same right to inherit, purchase, lease, sell, hold, and convey real and personal property. The law concerns the rights of all persons to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property. Complaints may be filed with the Office for Civil Rights.

5. REBNY Financial Statement

Financial Statement

Applicant: _____ **Co-Applicant:** _____

Address: _____ **Address:** _____

The following is submitted as being a true and accurate statement of the financial condition of the undersigned on the:

_____ day of _____ 20____

ASSETS			LIABILITIES		
	Applicant	Co-Applicant		Applicant	Co-Applicant
Cash in banks (Schedule A)			Notes Payable (Schedule E)		
Money Market Funds			To Banks		
Contract Deposit			To Relatives		
Investments: Stocks and Bonds (Schedule B)			To Others		
Investments in Own Business			Installment Accounts Payable:		
Accounts and Notes Receivable			Automobile		
Real Estate Owned (Schedule C)			Other		
Automobiles:			Other Accounts Payable		
Year			Mortgages Payable on Real Estate (Schedule F)		
Make			Unpaid Real Estate Taxes		
Personal Property and Furniture			Unpaid Income Taxes		
Life Insurance			Chattel Mortgages		
Cash Surrender Value			Loans on Life Insurance Policies (Include Premium Advances)		
Retirement Funds/ IRA			Outstanding Credit Card Debt		
401K			Other Debts (Schedule G)		
KEOGH			TOTAL LIABILITIES		
Profit Sharing/ Pension Plan			NET WORTH		
Other Assets (Schedule D)					
TOTAL ASSETS					
COMBINED ASSETS			COMBINED LIABILITIES		

SOURCES OF INCOME / MONTHLY			PROJECTED EXPENSES / MONTHLY		
	Applicant	Co-Applicant		Applicant	Co-Applicant
Base Salary			Maintenance		
Overtime Wages			Apartment Financing		
Bonus and Commissions			Other Mortgages		
Dividends and Interest Income			Bank Loans		
Real Estate Income (Net)			Auto Loans		
Other Income Including Gifts (Schedule H)			Other:		
TOTAL			TOTAL		
			COMBINED TOTAL		

GENERAL INFORMATION			CONTINGENT LIABILITIES		
	Applicant	Co-Applicant			
Personal Bank Accounts at			An Endorser or Co-maker on Notes		
Savings and Loan Accounts at			Alimony Payments (Annual)		
Purpose of Loan			Child Support		
			Are you a defendant in any legal action?		
			Are there any unsatisfied judgments?		
			Have you ever taken bankruptcy? Explain		

Itemized Schedules

Please include verification statements and proof of liquid assets as required by your coop or condo

A: ITEMIZED SCHEDULE OF CASH			
Applicant or Co-Applicant	Financial Institution	Type of Account	Account Balance

B: ITEMIZED SCHEDULE OF STOCKS AND BONDS			
Amount/ No. of Shares	Description	Marketable Value	Non-Marketable Value

C: ITEMIZED SCHEDULE OF REAL ESTATE							
Description and Location	Date Acquired	Cost	Actual Value	Mortgage Amount	Maturity Date	Monthly Operating Costs	Residential or Commercial (if commercial, what are the gross rents?)

D: ITEMIZED SCHEDULE OF OTHER ASSETS	
Description	Amount

E: ITEMIZED SCHEDULE OF NOTES PAYABLE						
To Whom Payable	Date	Amount	Due	Interest	Pledged as Security	

F: ITEMIZED SCHEDULE OF MORTGAGES PAYABLE			
To Whom Payable	Mortgage Amount	Principal Remaining	Maturity Date

G: ITEMIZED SCHEDULE OF OTHER LIABILITIES				
Description	Amount	Date	Payments	Security

H: ITEMIZED SCHEDULE OF OTHER INCOME

Source	Amount Last Year	Is this recurring?

IF YOU ARE A PRINCIPAL OF OR ARE EMPLOYED BY A FAMILY BUSINESS, PLEASE COMPLETE THIS SECTION:

	Applicant	Co-Applicant
Dividend or partnership income (present year)		
Dividend or partnership income (prior year)		
Dividend or partnership income (second prior year)		

The foregoing application has been carefully prepared, and the undersigned hereby solemnly declare(s) and certify(s) that all information contained herein is complete, true, and correct. The information is submitted as being a true and accurate statement of the financial condition of the undersigned on the _____ day of _____, 20__.

X _____ Date _____
 Applicant

X _____ Date _____
 Co-Applicant

6. Credit Check Authorization Form



NMC Management

CREDIT CHECK AUTHORIZATION FORM

In order to comply with provisions of Section 6.06 (a) of the Federal Fair Credit Reporting Act, I authorize you to retain a credit reporting agency, which agency may obtain, prepare, furnish, and use credit reports concerning me, and may obtain, furnish, and use information on my character and general reputation, as well as information regarding employment, credit and current financial position.

APPLICANT'S INFORMATION:

NAME: _____ D/O/B: _____

ADDRESS: _____

SOCIAL SECURITY #: _____

SIGNATURE: _____ DATE: _____

CO-APPLICANT'S INFORMATION:

NAME: _____ D/O/B: _____

ADDRESS: _____

SOCIAL SECURITY #: _____

SIGNATURE: _____ DATE: _____

7. Employment Verification Letter

8. Acknowledgement of Condominium Rules and Regulations

245 10th Avenue Condominium
245 10th Avenue
New York, New York 10001

Rules & Regulations Acknowledgement

RE: Unit: _____

I (we) _____ have
received and read the Rules & Regulations for 245 10th Avenue Condominium and
will abide by the rules set forth therein.

Signature of Applicant

Signature of Co-Applicant

Date

SCHEDULE A

RULES AND REGULATIONS

245 TENTH AVENUE CONDOMINIUM

1. Except as permitted under the By-Laws, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted in any part of the Units or Common Elements nor shall any "For Sale", "For Rent", or "For Lease" signs or other window displays or advertising be maintained or permitted in any Unit therein or adjoining Common Elements, nor shall any Unit be rented for transient, hotel or motel purposes. The right is reserved by the Sponsor, its designee and the Board of Managers, or its agent, to place "For Sale", "For Rent" or "For Lease" or similar signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee. Additionally, the right is reserved by Sponsor and its designee to maintain and staff one or more vacant and unsold Units in the Building as a sales office and/or model Unit. Sponsor and its designee shall have the right to place "For Sale", "For Rent", or "For Lease" signs or similar signs on or in the vicinity of the Building without regard to size.
2. No exterior of any Residential Unit or the windows or doors thereof or any other portions of the Common Elements shall be painted or decorated by any Owner or in any manner without prior written consent of the Board of Managers.
3. No furniture, equipment, or other personal articles shall be placed in entrances, hallways, stairways, or other Common Elements.
4. No Unit Owner shall make or permit any noise or objectionable odor that will disturb or annoy the occupants of any of the Units in the Building or do or permit anything to be done therein which will interfere with the rights, comfort, or convenience of other Unit Owners.
5. Each Unit Owner shall keep his Unit 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 of a Unit, any dirt or other substances.
6. No exterior shades, awnings, window guards, ventilators, fans or air-conditioning devices shall be used on or about the Building or Common Elements except such as shall have been approved by the Board of Managers.
7. Except for the Commercial Unit, no sign, notice, lettering, or advertisement shall be inscribed or exposed on or at any window, door, or other part of the Building, except such as shall have been approved in writing by the Board of Managers, nor shall anything

project out of any window of the Building without the approval of the Board of Managers.

8. All garbage and refuse from the Building shall be deposited with care in plastic bags or other suitable receptacles intended for such purpose only at such times and in such manner as the Board of Managers may direct.

9. Water closets and other water apparatus in the Building shall not be used for any purposes other than those for which they were constructed; nor shall any sweepings, rubbish, rags, papers, ashes, or any other article be thrown into the same. Any damage resulting from misuse of any water closet or other apparatus shall be paid for by the Unit Owner causing such damage.

10. No Unit Owner shall engage any employee of the Condominium to perform tasks outside their stated job description for any private business of the Unit Owner without prior written consent of the Board of Managers,

11. Not more than two (2) animals may reside in any one Residential Unit and the Board of Managers may establish reasonable rules and regulations regarding the type, size and weight of animals. In no event shall animals be permitted in any of the public portions of the Building unless carried or on a leash. The individual Unit Owners who keep an animal in the Building shall each indemnify the Board of Managers and hold it harmless against any loss or liability of any kind or character whatsoever arising from or as a result of the Unit Owner having any animal in the Building.

12. No radio or television serial shall be attached to or hung from the exterior of the Building without written approval of the Board of Managers. The Board of Managers, upon the request of any Unit Owner, shall allow the installation of any hook-up necessary to provide cable television service to the Units.

13. The agents of the Board of Managers, and any contractor or workman authorized by them, may enter any Unit at reasonable hours, on reasonable notice, for any purpose permitted under the terms of the Declaration, By-Laws, or Rules and Regulations of the Condominium.

14. No Unit Owner shall alter any lock on any door leading into his Residential Unit unless the Residential Unit Owner shall also provide the Board of Managers with a key for their use.

15. No Unit Owner or any contractor, visitor, guest, patient, employee or any client of a Unit Owner shall be allowed in the heating, electrical or mechanical equipment areas without the express permission of the Board of Managers.

16. All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

17. No Unit Owner shall interfere in any manner with any portion of the heating or lighting apparatus which are part of the Common Elements and not part of the Unit Owner's Unit.

18. No Unit Owner shall use or permit to be brought into the Building any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzene, or other explosives or articles deemed extra hazardous to life, limb or property without in each case obtaining the written consent of the Board of Managers.

19. The Unit Owner shall not be allowed to put his name on any entry to the Building or entrance to any Unit, except in the proper places approved by the Board of Managers for such purposes.

20. Any damage to the Building or equipment caused by Unit Owners, their guests, visitors, clients, patients or employees shall be repaired at the expense of the said Unit Owner.

21. Complaints regarding the management of the Building and grounds or regarding the actions of other Unit Owners shall be made in writing to the Board of Managers.

22. No Unit shall be used or be occupied in such manner as to obstruct or interfere with the enjoyment of occupants or owners of adjoining Units; nor shall any nuisance or immoral or illegal activity be committed or permitted to occur in or about any, Unit or upon any part of the Common Elements.

23. Certain parts of the Common Elements are intended for the purpose of affording pedestrian movement within the Condominium and of providing access to the Units. No part of the Common Elements shall be obstructed so to interfere with its use for the purposes hereinabove recited; nor shall any part of the Common Elements be used for general storage purposes, except maintenance storage; nor shall anything be done thereon in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon.

24. No immoral, improper, offensive, or unlawful, use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations, or requirements or any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

25. In addition to any other remedies available to the Condominium, the Board of Managers may impose fines on Unit Owners who violate these Rules and Regulations. The amount and administration of such fines shall be established in the Board's reasonable discretion. Such fines shall be deemed additional Common Charges.

26. Guests of Unit Owners may occupy Units for up to thirty (30) days at a time, without a Unit Owner being required to comply with the consent provisions and minimum term requirements described in Article X of the By-laws, provided that the Unit Owner advises the Managing Agent of the identity of the guest and the length of the stay. However, the Board of Managers may establish additional restrictions on short-term occupancy of Units, whether or not consideration is being paid by the guest to a Unit Owner.

27. Subject to the provisions of the By-Laws, these Rules and Regulations may be added to or repealed at any time by the Board of Managers.

28. Each Storage Unit is for the personal use of the Unit Owner or occupant of a Unit in the building. No Storage Unit may be used by any person who is not an owner or occupant of a unit in the building. Each Unit Owner or occupant of a Unit shall use its Storage Unit to store its own personal property, and for no other purpose. The Unit Owner or occupant, as the case may be, shall not use nor allow its Storage Unit or any part thereof to be used for any unlawful purpose, nor in any manner offensive to any other occupants of the building. The Unit Owner or occupant shall not store any combustible liquids or pressurized containers in its Storage Unit, or permit or do anything which would increase the rate of fire insurance upon the building. The interest of the Unit Owner in the Storage Unit will be transferred automatically with the transfer of a Unit. The Unit Owner or occupant's personal property is permitted to be stored in its Storage Unit at that person's own risk and neither the Board of Managers nor its agents shall be liable for any loss of or damage or injury to any article or property left or stored in the Storage Unit, nor for damage or loss to any property in the Condominium's premises or possession, whether resulting from theft, vandalism or otherwise. The Board of Managers shall have the right, at the owner's or occupant's expense, to repair all damage or injury to a Storage Unit or to the Building or to its appurtenances, fixtures or equipment, to the extent the damage was caused by the owner, occupant or any of its servants, employees, agents, visitors or tenants. The Board of Managers has a right of access to each Storage Unit on reasonable notice to the relevant Unit Owner or occupant, as the case may be, at any time, and without notice in the event of an emergency, to inspect and make repairs to the Storage Unit or to the building. There shall be no liability on the part of the Board of Managers for making, or for the failure to make, any repairs, alterations, additions or improvements in or to any portion of the Storage Units or the Building or in or to any appurtenances, fixtures or equipment. No Unit Owner or occupant may place a sign on or paint its Storage Unit in any way. The Board of Managers may make such additional rules and regulations with respect to the Storage Units as it, in its sole discretion, shall deem necessary or desirable, and each Unit Owner or occupant shall observe, or cause to be observed, faithfully and shall comply strictly with such additional rules and regulations as may be made by the Board of Managers from time to time.

9. Window Guard Form

APPENDIX A

Re: Apartment:
Building: 245 10th Ave New York, N.Y.

WINDOW GUARDS REQUIRED
LEASE NOTICE TO TENANT or OCCUPANT

You are required by law to have window guards installed if 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 you ask him to put in window guards at any time (you need not give a reason).

OR

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

IT IS A VIOLATION OF LAW to refuse, interfere with installation, or remove window guards where required.

CHECK ONE:

- 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 IN MY APARTMENT EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OR YOUNGER IN MY APARTMENT.

TENANT (PRINT AND SIGN)

TENANT (PRINT AND SIGN)

FOR FURTHER INFORMATION CALL:
Window Falls Prevention Program
New York City Department of Health
125 Worth Street, Room 222 A
New York, New York 10013
(212) 566 - 8082

10. Fire Safety Plan and Brochure

FIRE SAFETY PLAN

PART I – BUILDING INFORMATION SECTION

BUILDING ADDRESS: 245 Tenth Avenue, New York, New York 10001

BUILDING OWNER/REPRESENTATIVE:

Name: NMC Property Management

Address: 629 Fifth Ave., Suite 216, Pelham, New York 10803

Telephone: 914-365-2350

BUILDING INFORMATION:

Year of Construction: 2007

Type of Construction: NON-COMBUSTIBLE

Number of floors:

Above Ground: 11

Below Ground: 1

Sprinkler System: YES

Sprinkler System Coverage: ENTIRE BUILDING

Fire Alarm: YES

Location of Manual Pull Stations: LOBBY

Public Address System: No

Location of Speakers: N/A

Means of Egress:

Type of Egress	Identification	Location	Leads To:
EXIT		FRONT OF THE BUILDING, LOBBY	MAIN ENTRANCE FIRST FLOOR EXITING TO TENTH AVENUE
EXIT		EAST SIDE OF THE BASEMENT	FROM THE EAST SIDE OF THE BASEMENT TO C STAIRS EXITING TO 10 TH AVENUE
EXIT		SOUTH SIDE OF THE BASEMENT	FROM THE SOUTH SIDE OF THE BASEMENT TO D STAIRS EXITING TO WEST 24 TH STREET
ENCLOSED INTERIOR STAIRS	A	MIDDLE OF THE BUILDING	FROM THE ROOF TO THE LOBBY
ENCLOSED INTERIOR STAIRS	B	MIDDLE OF THE BUILDING	FROM THE ROOF TO BASEMENT WITH NO ACCESS TO 1 ST FLOOR
ENCLOSED INTERIOR STAIRS	C	EAST SIDE OF THE BASEMENT	FROM THE EAST SIDE OF THE BASEMENT EXITING DIRECTLY TO 10 TH AVENUE

Other information:

FIRE SAFETY GUIDE
PART II – FIRE EMERGENCY INFORMATION

BUILDING

ADDRESS: 245 TENTH AVENUE, NEW YORK, NY 10001

THIS FIRE SAFETY GUIDE IS INTENDED TO HELP YOU AND THE MEMBERS OF YOUR HOUSEHOLD PROTECT YOURSELVES IN THE EVENT OF FIRE. THIS FIRE SAFETY GUIDE CONTAINS:

- **Basic fire prevention and fire preparedness measures that will reduce the risk of fire and maximize your safety in the event of a fire.**
- **Basic information about your building, including the type of construction, the different ways of exiting the building, and the types of fire safety systems it may have.**
- **Emergency fire safety and evacuation instructions in the event of fire in your building.**

PLEASE TAKE THE TIME TO READ THIS FIRE SAFETY GUIDE AND TO DISCUSS IT WITH THE MEMBERS OF YOUR HOUSEHOLD. FIRE PREVENTION, PREPAREDNESS, AND AWARENESS CAN SAVE YOUR LIFE!

IN THE EVENT OF A FIRE,

CALL 911

OR THE FIRE DEPARTMENT DISPATCHER, AT

Manhattan (212) 999-2222

Bronx (718) 999-3333

Brooklyn (718) 999-4444

Queens (718) 999-5555

Staten Island (718) 999-6666

**OR TRANSMIT AN ALARM FROM
THE NEAREST FIRE ALARM BOX**

BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES

These are fire safety tips that everybody should follow:

1. Every apartment should be equipped with at least one smoke detector. (All apartment buildings constructed after July 2009 are required to be equipped with multiple interconnected smoke alarms that sound throughout an apartment.) Check them periodically to make sure they work. Most smoke detectors can be tested by pressing the test button. Replace the batteries in the spring and fall when you move your clocks forward or back an hour, and whenever a smoke detector chirps to signal that its battery

- is low. The smoke detector should be replaced on a regular basis in accordance with the manufacturer's recommendation, but at least once every ten years.
2. Carelessly handled or discarded cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
 3. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.
 4. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your oven is off and any coffeepot or teapot is unplugged.
 5. Never overload electrical outlets. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
 6. Keep all doorways and windows leading to fire escapes free of obstructions, and report to the owner any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
 7. Install window gates only if it is absolutely necessary for security reasons. Install only approved window gates. Do not install window gates with key locks. A delay in finding or using the key could cost lives. Maintain the window gate's opening device so it operates smoothly. Familiarize yourself and the members of your household with the operation of the window gate.
 8. Familiarize yourself and members of your household with the location of all stairwells, fire escapes and other means of egress.
 9. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
 10. Exercise care in the use and placement of fresh cut decorative greens, such as Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.

BUILDING INFORMATION

Building Construction

In a fire emergency, the decision to leave or to stay in your apartment will depend in part on the type of building you are in.

Residential buildings built before 1968 are generally classified either as “fireproof” or “non-fireproof.” Residential buildings built in or after 1968 are generally classified either as “combustible” or “non-combustible.” The type of building construction generally depends on the size and height of the building.

A “non-combustible” or “fireproof” building is a building whose structural components (the supporting elements of the building, such as steel or reinforced concrete beams and floors) are constructed of materials that do not burn or are resistant to fire and therefore will not contribute to the spread of the fire. In such buildings, fires are more likely to be contained in the apartment or part thereof in which they start and less likely to spread inside the building walls to other apartments and floors. **THIS DOES NOT MEAN THAT THE BUILDING IS IMMUNE TO FIRE.** While the structural components of the building may not catch fire, all of the contents of the building (including furniture, carpeting, wood floors, decorations and personal belongings) may catch on fire and generate flame, heat and large amounts of smoke, which can travel throughout the building, especially if apartment or stairwell doors are left open.

A “combustible” or “non-fireproof” building has structural components (such as wood) that will burn if exposed to fire and can contribute to the spread of the fire. In such buildings, the fire can spread inside the building walls to other apartments and floors, in addition to the flame, heat and smoke that can be generated by the burning of the contents of the building.

Be sure to check Part I (Building Information Section) of this fire safety guide to see what type of building you are in.

Means of Egress

All residential buildings have at least one means of egress (way of exiting the building), and most have at least two. There are several different types of egress:

Interior Stairs: All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed. Unenclosed stairwells (stairs that are not separated from the hallways by walls and doors) do not prevent the spread of flame, heat and smoke. Since flame, heat and smoke generally rise, unenclosed stairwells may not ensure safe egress in the event of a fire on a lower floor. Enclosed stairs are more likely to permit safe egress from the building, if the doors are kept closed. It is important to get familiar with the means of egress available in your building.

Exterior Stairs: Some buildings provide access to the apartments by means of stairs and corridors that are outdoors. The fact that they are outdoors and do not trap heat and smoke enhances their safety in the event of a fire, provided that they are not obstructed.

Fire Tower Stairs: These are generally enclosed stairwells in a “tower” separated from the building by air shafts open to the outside. The open air shafts allow heat and smoke to escape from the building.

Fire Escapes: Many older buildings are equipped with a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes are considered a “secondary” or alternative means of egress, and are to be used if the primary means of egress (stairwells) cannot be safely used to exit the building because they are obstructed by flame, heat or smoke.

Exits: Most buildings have more than one exit. In addition to the main entrance to the building, there may be separate side exits, rear exits, basement exits, roof exits and exits to the street from stairwells. Some of these exits may have alarms. Not all of these exits may lead to the street. Roof exits may or may not allow access to adjoining buildings.

Be sure to review Part I (Building Information Section) of this fire safety guide and familiarize yourself with the different means of egress from your building.

Fire Sprinkler Systems

A fire sprinkler system is a system of pipes and sprinkler heads that when triggered by the heat of a fire automatically discharges water that extinguishes the fire. The sprinkler system will continue to discharge water until it is turned off. When a sprinkler system activates, an alarm is sounded.

Sprinkler systems are very effective at preventing fire from spreading beyond the room in which it starts. However, the fire may still generate smoke, which can travel throughout the building.

Apartment buildings constructed before March 1999 were generally not required to have fire sprinkler systems. Some apartment buildings are equipped with sprinkler systems, but only in compactor chutes and rooms or boiler rooms. All apartment buildings constructed after March 1999 are required by law to be equipped with fire sprinkler systems throughout the building.

Be sure to review Part I (Building Information Section) of this fire safety guide to learn whether your building is equipped with fire sprinkler systems.

Interior Fire Alarm Systems

Although generally not required, some residential buildings are equipped with interior fire alarm systems that are designed to warn building occupants of a fire in the building. Interior fire alarm systems generally consist of a panel located in a lobby or basement, with manual pull stations located near the main entrance and by each stairwell door. Interior fire alarm systems are usually manually-activated (must be pulled by hand) and do not automatically transmit a signal to the Fire Department, so a telephone call must still be made to 911 or the Fire Department dispatcher. Do not assume that the Fire Department has been notified because you hear a fire alarm or smoke detector sounding in the building.

Be sure to review Part I (Building Information Section) of this fire safety guide to learn whether your building is equipped with an interior fire alarm system and whether the alarm is transmitted to the Fire Department, and familiarize yourself with the location of the manual pull stations and how to activate them in the event of a fire.

Public Address Systems

Although generally not required, some residential buildings are equipped with public address systems that enable voice communications from a central location, usually in the building lobby. Public address systems are different from building intercoms, and usually consist of loudspeakers in building hallways and/or stairwells.

Starting in July 2009, residential buildings that are more than 125 feet in height are required by law to be equipped with a one way voice communication system that will enable Fire Department personnel to make announcements from the lobby to building occupants in their apartments or in building stairwells.

Be sure to review Part I (Building Information Section) of this fire safety guide to learn whether your building is equipped with a public address system.

EMERGENCY FIRE SAFETY AND EVACUATION INSTRUCTIONS

IN THE EVENT OF A FIRE, FOLLOW THE DIRECTIONS OF FIRE DEPARTMENT PERSONNEL. HOWEVER, THERE MAY BE EMERGENCY SITUATIONS IN WHICH YOU MAY BE REQUIRED TO DECIDE ON A COURSE OF ACTION TO PROTECT YOURSELF AND THE OTHER MEMBERS OF YOUR HOUSEHOLD.

THIS FIRE SAFETY GUIDE IS INTENDED TO ASSIST YOU IN SELECTING THE SAFEST COURSE OF ACTION IN SUCH AN EMERGENCY. PLEASE NOTE THAT NO FIRE SAFETY GUIDE CAN ACCOUNT FOR ALL OF THE POSSIBLE FACTORS AND CHANGING CONDITIONS; YOU WILL HAVE TO DECIDE FOR YOURSELF WHAT IS THE SAFEST COURSE OF ACTION UNDER THE CIRCUMSTANCES.

General Emergency Fire Safety Instructions

1. Stay calm. Do not panic. Notify the Fire Department as soon as possible. Firefighters will be on the scene of a fire within minutes of receiving an alarm.
2. Because flame, heat and smoke rise, generally a fire on a floor below your apartment presents a greater threat to your safety than a fire on a floor above your apartment.
3. Do not overestimate your ability to put out a fire. Most fires cannot be easily or safely extinguished. Do not attempt to put the fire out once it begins to quickly spread. If you attempt to put a fire out, make sure you have a clear path of retreat from the room.
4. If you decide to exit the building during a fire, close all doors as you exit to confine the fire. Never use the elevator. It could stop between floors or take you to where the fire is.
5. Heat, smoke and gases emitted by burning materials can quickly choke you. If you are caught in a heavy smoke condition, get down on the floor and crawl. Take short breaths, breathing through your nose.
6. If your clothes catch fire, don't run. Stop where you are, drop to the ground, cover your face with your hands to protect your face and lungs and roll over to smother the flames.

Evacuation Instructions If The Fire Is In Your Apartment (All Types of Building Construction)

1. Close the door to the room where the fire is, and leave the apartment.
2. Make sure EVERYONE leaves the apartment with you.
3. Take your keys.
4. Close, but do not lock, the apartment door.
5. Alert people on your floor by knocking on their doors on your way to the exit.
6. Use the nearest stairwell to exit the building.

7. DO NOT USE THE ELEVATOR.
8. Call 911 once you reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene.
9. Meet the members of your household at a predetermined location outside the building. Notify responding firefighters if anyone is unaccounted for.

Evacuation Instructions If The Fire Is Not In Your Apartment

“NON-COMBUSTIBLE” OR “FIREPROOF” BUILDINGS:

1. Stay inside your apartment and listen for instructions from firefighters unless conditions become dangerous.
2. If you must exit your apartment, first feel the apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
3. If you can safely exit your apartment, follow the instructions above for a fire in your apartment.
4. If you cannot safely exit your apartment or building, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
5. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
6. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
7. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
8. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

“COMBUSTIBLE” OR “NON-FIREPROOF” BUILDING

1. Feel your apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
2. Exit your apartment and building if you can safely do so, following the instructions above for a fire in your apartment.
3. If the hallway or stairwell is not safe because of smoke, heat or fire and you have access to a fire escape, use it to exit the building. Proceed cautiously on the fire escape and always carry or hold onto small children.

4. If you cannot use the stairs or fire escape, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
 - A. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
 - B. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
 - C. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
 - D. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.