



## LEASE APPLICATION

On behalf of Halstead Management Company, LLC, allow us to welcome you to a Halstead managed building.

You have begun the application process. Please review all of the enclosed materials carefully. It is necessary to complete each document and each step, **fully**, before the application package is submitted to the Transfer Department. Packages that are incomplete will be returned. A checklist has been provided for your convenience.

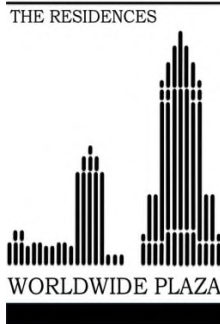
Please black-out your Social Security number on any and all documents it may appear with the exception of the credit authorization form.

Please call the Transfer Department at (212) 508-7448 if you need any assistance or have any questions.

Sincerely,

*Halstead Management Company, LLC*

Last Updated: December, 2013



**PROCEDURES TO LEASE AT:**

**The Residences at Worldwide Plaza  
Halstead Management Company LLC  
770 Lexington Ave., 4<sup>th</sup> Floor  
New York, NY 10065**

**The following items are required from the Lessee(s) before the Board of Managers issues a waiver of the Right of First Refusal:**

- 1) Notice of Intent to Lease Unit (to be signed by unit owner)
- 2) Consent to Lease Form
- 3) Copy of Fully Executed Lease Agreement (Blumberg or REBNY leases are acceptable) – Intended Lease start date cannot be a date prior to the date the complete package is submitted for review. Lease must be for a minimum of one month.
- 4) Lease Rider (enclosed) – this Rider is part of the Lease Agreement and it is signed by Unit Owner and Tenant.
- 5) Application for Waiver of Right of First Refusal (enclosed)
- 6) References (enclosed)
- 7) Financial Statement (enclosed)
- 8) Credit Report Authorization (enclosed). (Please note: Photo ID must be submitted if applicant does not have a social security number and a credit report cannot be obtained).
- 9) Most recent tax return statement – first two pages
- 10) Three (3) Social/Personal Letters of Reference
- 11) Two (2) Financial Letters of Reference
- 12) Employment Verification
- 13) Authorization/Certification, Acknowledgment, Window Guard, Carbon Monoxide/Smoke Detector and Fire Safety Notice Acknowledgement, Occupancy Form, Move-In Policy, Building

Link/ Emergency Contact, Pet Registration and House Rules/ Fees Acknowledgement Forms, sprinkler form.

14) **Unit Owner** must submit evidence of Condominium Unit Owners Insurance with coverage of improvements and betterments, personal property and minimum of \$500,000.00 liability **and Tenant** must submit evidence of renter's Insurance Policy for the leased unit with liability coverage in the amount of at least \$500,000..

15) Any other information as may be reasonably requested by the Board of Managers.

16) Applicable Fees (see attached schedule to be initialed by unit owner)

**The Residences at Worldwide Plaza**  
**Procedure to Lease**  
**Corporate Lease Requirements**

1) Documentation/corporate resolution stating the person signing the various forms is empowered to sign on behalf of the corporation.

2) Documentation/corporate resolution showing the corporation is authorized to lease the unit.

3) Documentation/corporate resolution stating the person(s) residing in the unit is/are an officer, director or employee of the corporation.

4) *Two (2) personal letters of reference for each person (s) residing in the apartment.*

5) Signed **Statement of Occupancy** form (attached). Please note that the Corporation may not change designated occupant(s) residing in the unit during the term of the lease.

6) If the Corporation changes occupants(s) in the unit at time of the lease renewal, items 1, 3, 4 and 5 must be submitted to the management's office along with the lease renewal documentation.

7) The most recent certified balance sheet for the corporation, and certified statement of income and expense for the most recent fiscal year.

• *No lease or renewal of an existing lease, of a residential unit may occur without the prior written consent of the Condominium Board.*

• *Minimum Lease term is one month. The Board may not accept a unit owner's lease application if an existing lease is being terminated prior to the expiration of the initial lease term; if the unit owner is permitted to re-lease the unit in such case, all applicable fees in connection with a new application will be charged.*

• *A Unit Owner may not sign in a House Guest once a lease application has been submitted.*

**ALL CHARGES DUE TO THE CONDOMINIUM MUST BE PAID IN FULL BEFORE THE DOCUMENTS ARE SENT TO THE BOARD FOR REVIEW.**

**PLEASE SUBMIT ONE (1) ORIGINAL SINGLE SIDED COPY OF THE COMPLETED APPLICATION TO HALSTEAD MANAGEMENT COMPANY LLC, 770 LEXINGTON AVENUE, 4<sup>TH</sup> FLOOR, NEW YORK, NY 10065**



**APPLICABLE FEES TO BE SUBMITTED WITH LEASE PACKAGE.**

**ALL CHECKS MUST BE SEPARATE CERTIFIED, ATTORNEY'S ESCROW OR BANK CHECKS**

- \$400.00 **processing fee** made payable to Halstead Management Company, LLC.
  - \$75.00 **credit report fee**, per Lessee, made payable to Halstead Management Company, LLC
  - \$200.00 **move in / elevator usage** fee payable to The Residences at Worldwide Plaza. This fee is applicable for move-ins and move outs.
  - \$500.00 refundable **Security** fee payable to The Residences at Worldwide Plaza.
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**FOR LEASE RENEWALS**

**Unit Owners are required to send the following documents and fees to the Managing Agent prior to the expiration of an existing Lease.**

- \$150.00 renewal fee payable to Halstead Management Company, LLC.
- A copy of the new Lease Agreement

A \$1,000.00 fee will be assessed on any unit owner whose tenant remains in occupancy of the apartment and fails to provide a lease renewal or lease extension agreement by the lease expiration date. In addition to this fee, the unit owner may be subject to further action by the Board.

Unit Owner Initials:

\_\_\_\_\_

**NOTICE OF INTENT  
TO LEASE A CONDOMINIUM UNIT**

**The Residences at Worldwide Plaza**

The undersigned, being the Owner of Unit \_\_\_\_\_ at The Residences at Worldwide Plaza, New York, NY 10019, hereby notifies the Board of Managers in care of Halstead Management Company LLC., Managing Agent, that the undersigned has received a bona fide offer to LEASE said unit from the below named prospective lessee on the terms stated below, and that the undersigned intends to accept such offer.

NAME AND ADDRESS OF PROSPECTIVE LESSEE: (If a prospective lessee is a corporation, name the designated officer, director, stockholder or employee of the corporation who will occupy the unit and for how long a term. When and if designated occupant vacated the unit, another application must be filed and references submitted before the occupancy can be allowed to successor designated occupant.)

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TERMS OF PROPOSED LEASE:

Attached is a true copy of the lease setting forth all of the terms of the agreement between the parties.

Monthly Rent \$ \_\_\_\_\_ Lease Term: \_\_\_\_\_ From: \_\_\_\_\_ To: \_\_\_\_\_

Anticipated Occupancy Date of Lease: \_\_\_\_\_

ATTACHMENTS:

- A true copy of the original lease setting forth all of the terms of the agreement between the parties.
- Application form and Financial Statement must be completely filled in and signed by the prospective Lessee.
- Originally signed references for the prospective occupant of the unit must accompany the application form.
- Checks should accompany these papers representing the processing fees, credit report fee, move-in fee and security fee.

**The undersigned represents that the 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 waiver period, commencing with the date of receipt of this Notice as well as the delivery of such additional information concerning the offer as the Board may reasonably request, to exercise its right of first refusal to lease the unit on the terms specified herein and in the By-Laws. The undersigned hereby requests that, if the Board elects to waive or release such right of first refusal, it delivers to the undersigned a certificate to that effect, pursuant to the provisions of the By-Laws.

\_\_\_\_\_  
Name of Individual Owner or Corporation

\_\_\_\_\_  
Signature of Individual Owner or Corporation

\_\_\_\_\_  
Date

**CONSENT TO LEASE FORM**

**The Residences at Worldwide Plaza  
350 West 50<sup>th</sup> Street  
New York, NY 10019  
UNIT \_\_\_\_\_**

The Board of Managers ("Board") of The Residences at Worldwide Plaza ("Condominium"), having an office c/o Halstead Management Company, LLC., 770 Lexington Avenue, New York, NY 10065, hereby consents to the leasing by the Unit Owner ("Unit Owner") of the above unit ("Unit") to

\_\_\_\_\_  
("Tenant"), such Unit being demised by the Condominium to the Unit Owner by that certain deed dated \_\_\_\_\_ and such consent being upon the following terms and conditions:

1. Nothing herein contained shall be construed to modify, waive or impair any of the provisions of the Condominium By-Laws ("By-Laws"), House Rules or Declaration, waive any breach thereof or any rights of Board or enlarge or increase Unit Owner's obligations under the By-Laws, House Rules or Declaration;
2. Unit Owner shall remain liable for the performance of all obligations in the By-Laws, House Rules and Declaration on the part of the Unit Owner to be performed, including but not limited to the payment of all sums now or hereafter becoming payable thereunder, and tenants shall be jointly and severally liable for all obligations of Unit Owner under the By-Laws, House Rules and Declaration;
3. The Lease between Unit Owner and Tenant shall be subject and subordinate to the By-Laws, House Rules and declaration of the Condominium, and this Consent, including without limitation, the Board's right to collect rent from Tenant. In the event of any conflict, the Lease shall be deemed amended to be in conformity herewith. The Lease shall be for a term expiring not later than \_\_\_\_\_, and Unit Owner shall use all reasonable efforts to regain possession promptly after the expiration. Unit Owner's failure to do so shall constitute a default under the By-Laws, House Rules and Declaration;
4. This Consent shall not be construed as a consent by the Board to the sale, hypothecation, transfer or other disposition of the subject premises and its appurtenant interest to Tenant, or any other party, nor to any other or further letting by Unit Owner or Tenant, and notwithstanding anything contained in the By-Laws, House Rules, Declaration or Lease to the contrary, Tenant shall not assign the lease or further sublet the Premises or any part thereof without the prior written consent of the Board;
5. The Premises shall be used by the Tenant solely as the private residential apartment of the named Tenant and for no other purposes;
6. Upon the expiration of any earlier termination of the Lease, the Lease shall expire, and tenant shall vacate the Premises on or before such date. In the event Tenant fails to vacate, the Board shall be entitled to all rights and remedies available to a condominium against a holdover tenant;

7. In the event of the violation by Unit Owner or Tenant of any other provisions hereof, the Board may give written notice of such violation to Unit Owner and Tenant by certified mail, addressed to said parties at the Premises. If such violation shall not be discontinued or corrected within the time specified in such notice, the Board may, in addition to its remedies, revoke this Consent. Furthermore, in the event the Board notifies Tenant in writing that Unit Owner has failed to pay any maintenance, assessment or other charge to the Condominium for a period in excess of ten (10) days, Tenant agrees that its entire next month installment or installments of rent shall be made payable and sent directly to the Condominium until further notice from the Board that Unit Owner is no longer in default. It is understood and agreed that the acceptance of any payment on Unit Owner's behalf shall not be deemed acceptance of Tenant as Unit Owner, nor release Unit Owner from default under the By-Laws, House Rules or Declaration;
8. No alterations, additions or physical changes shall be made in the Premises or any part thereof, without the Board's prior written consent in accordance with the terms of the By-Laws, House Rules and Declaration;
9. The Consent shall not be effective unless and until the Board has been furnished with a fully executed counterpart of this Consent, and the legal fees and disbursements of the Condominium's counsel, if any, and processing fee of the Condominium's managing agent in connection with this Consent, as well as any sublet fee or surcharge of the Condominium have been paid by Unit Owner;
10. Any notice or demand given by the Condominium pursuant to the By-Laws, House Rules or Declaration, and any petition, notice of petition or any other paper served in connection with a summary proceeding brought by the Condominium against Unit Owner as a result of any default of Unit Owner or Tenant under the By-Laws, House Rules and Declaration may be served on Tenant whom Unit Owner irrevocably appoints its agent in such connection.

IN WITNESS WHEREOF, the parties hereto have executed this Consent

As of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

The Residences at Worldwide Plaza

By: \_\_\_\_\_

Unit Owner (please print):

\_\_\_\_\_

Unit Owner (please sign):

\_\_\_\_\_

Tenant (please print):

\_\_\_\_\_

Tenant (please sign):

\_\_\_\_\_

**Insert Lease Here**



**Insert Lease Here**

**Insert Lease Here**

**Insert Lease Here**

RIDER ANNEXED TO AND FORMING A PART OF LEASE DATED \_\_\_\_\_  
MADE BY \_\_\_\_\_, UNIT OWNER  
("LANDLORD") AND \_\_\_\_\_, AS TENANT, COVERING  
RESIDENTIAL UNIT NUMBER \_\_\_\_\_ AT The Residences at Worldwide Plaza.

1. Unless the context requires a different meaning, the term "Lease," whenever used in this Rider, shall mean the Lease to which this Rider is annexed, this Rider and all other Riders to the Lease.
2. In the event of any inconsistency between the provisions of the printed Lease or any other Rider thereto and those contained in this Rider, the provisions of this Rider shall govern and be binding.
3. All terms and provisions of this Lease shall be subject and subordinate to the Declaration and By-Laws and the House Rules of the Condominium, and all amendments thereto made in accordance with the Declaration and By-Laws. The Declaration, By-Laws and said House Rules, and all amendments thereto, are hereafter collectively called the "Condominium Documents". In the event of any inconsistency between the terms and provisions of this Lease and those contained in the Condominium Documents, as the same may be amended from time to time, the terms and provisions of the Condominium Documents shall govern and be binding.
4. Tenant agrees to faithfully observe and comply with the Condominium Documents, other than those provisions pertaining to the payment of Common Charges and special assessments.
5. This Lease, or any provision hereof, shall be consistent with the By-laws and it may not be materially modified, amended, extended, waived, or abrogated without the prior written consent of the Board of Managers of the Condominium in each instance.
6. Tenant shall not assign Tenant's interest in this Lease or sublet the Unit or any part thereof without obtaining the prior written consent of Landlord and said Board of Managers.
7. Landlord and Tenant acknowledge and agree that if (a) Tenant defaults in the performance of Tenant's obligations under this Lease, or (b) Landlord fails to pay the Common Charges or any special assessment or other charges payable pursuant to the Condominium Documents and as a result the lien granted by Section 399-z of the Real Property Law of the State of New York is foreclosed or a deed in lieu of the foreclosure is given the Board of Managers, then the Board of Managers shall have the right to cancel this Lease on written notice to Tenant. In the event the Board of Managers exercises such right of cancellation, this Lease shall terminate and come to an end effective on the date specified in such cancellation notice, but in no event less than fifteen (15) days after the giving of such cancellation notice.
8. The obligations of Landlord and Tenant hereunder are conditioned upon the Board of Managers waiving their right of first refusal as contained in Article 8 of the By-Laws forming a part of the Condominium Documents. If the Board of Managers exercises such right of first refusal, this Lease shall be null and void and of no further force and effect. In order to induce the Board of Managers to not exercise its right of first refusal contained in Article 8 of the By-Laws, and pursuant to the rights, powers and benefits granted and

reserved to the Board of Managers under the Condominium Documents, it is agreed that the provisions of this Lease, and more particularly all of the provisions contained in this Rider, shall inure to the benefit of, and be enforceable by, the Board of Managers.

9. Assignment of Rent. In the event the owner is in default of payment of common charges or assessment of other monies due to the Worldwide Plaza Condominium, and if such default is not cured after ten days written notice of such default to the owner, then any and all rents and other monies due by you the tenant to the owner pursuant to this lease agreement shall be assigned to the Condominium until such default is cured. Tenant shall be entitled to five days written notice of the Condominium's election to exercise the assignment under this paragraph and shall thereafter be obligated to make payments of rent and other monies due under this lease directly to the Condominium (until such time as you the tenant receive notice from the condominium that all of the owner's obligations have been satisfied), and the owners agree to such direct payment to the condominium by the tenant. The failure of the tenant to comply with the provisions of this paragraph shall be a basis for the condominium to terminate this lease agreement.

10. The Tenant covenants to provide before the commencement of the term herein and keep in force during the term of this Lease, for the benefit of the Landlord and Tenant, a comprehensive general liability policy of insurance protecting the Landlord and Tenant against any liability whatsoever, occasioned by accident, on or about the Unit, or any appurtenances thereto. Such policy is to be written by good and solvent insurance companies satisfactory to the Landlord in the amount of \$500,000.00 combined single limit bodily injury and property damage. Tenant agrees to deliver to the Landlord and the Condominium either a duplicative original of the aforesaid policies together with evidence of payment thereof, or a certificate evidencing such insurance, provided said certificate contains an endorsement that such insurance may not be canceled except upon thirty (30) days notice to Landlord.

11. The Unit shall be occupied solely by \_\_\_\_\_ and family and by no other person or persons. The unit will be used for residential use only.

12. The lease term shall be for the term of no less than one (1) month.

13. If the Tenant defaults in payment of any other miscellaneous charges, the Landlord under this Lease or Landlord's successors or assigns will be billed for and agree to pay said charges.

LANDLORD

Owner's Signature \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Dated: \_\_\_\_\_

TENANT

Tenant's Signature _____	Tenant's Signature _____
Printed Name: _____	Printed Name _____
Dated: _____	Dated _____

## **“Short Term” Leases**

As described below, Article 6 of the Condominium's by-laws (the "By-Laws") precludes anyone from moving into the building prior to their completing an application and the Board waiving its right of first refusal. Moreover, as indicated below, unless the stay is for longer than one (1) month, it is not in compliance with the By-Laws and the law.

The rental of Units for short term stays (i.e., less than one month) a) is contrary to the By-Laws, which precludes "transient occupancy" (see By-Laws section 6.14-1.2); b) improperly circumvents the Board's Right of First Refusal, which is a violation of Article 6 of the By-Laws; (c) is a violation of New York City's Zoning Code because it uses the Unit as a hotel room; (d) is in violation of the property's certificate of occupancy, which does not permit short term, hotel-type use of the building; (e) is in violation of New York State law prohibiting the use of apartments as hotel rooms; (f) may result in you being charged the higher Commercial Transfer Tax when you sell your Unit; and (g) is a violation of the mortgage on your Unit, if you have a mortgage.

Please note that, under New York law, if someone other than the owner is staying in the Unit and the unit owner is not also residing in the Unit, the occupant is considered a tenant even if the occupant is not paying rent and there is no lease. Accordingly, unless someone is staying in the Unit as a guest of the unit owner who is also present, the occupant must comply with Article 6 of the By-Laws.

In order to enforce the By-Laws the Condominium has a Permission to Enter Policy, which limits the access of transients into the building thereby protecting the residents from strangers roaming through the building.

In the event anyone attempts to rent out Units in the Condominium as if it was a hotel, the Board will seek an injunction against them as well as damages. The fine structure will be \$1000 for the first offence, \$2000 for the second offence, and \$5000 for the third offence and each offence thereafter.

Finally, in order to protect all of the lawful residents of the Condominium, when the Board learns of the commercial use of a Unit, the Managing Agent will notify the appropriate City and State officials and the holder of any mortgage on the Unit.

The Residences at Worldwide Plaza  
c/o Halstead Management Company, LLC  
770 Lexington Avenue  
New York, NY 10065

Acknowledgement of rules concerning short term stays

Re: Unit \_\_\_\_\_

Dear Board Members:

This letter will confirm the following:

1. I/we have been advised that the Condominium has a Permission to Enter Policy, which limits anyone staying in the Unit I/we are leasing unless I am/we are simultaneously residing in the unit.
2. Anyone staying in the unit when I am/we are not in residences is considered a tenant even if they do not have a release or pay rent.
3. No tenants will be permitted to move into the Condominium without the Board exercising its Right of First Refusal pursuant to Article 6 of the By-Laws.
4. No lease of Units will be permitted for periods of less than 30 days because it is a violation of the By-Laws, local zoning and the Condominium's certificate of occupancy.

I/we understand that the Board is waiving its Right of First Refusal conditioned on my/our complying with the foregoing. In the event I/we violate the foregoing policy, I/we agree to

- a. Reimburse the Board for its legal and other expenses incurred in enforcing this policy;
- b. Pay the Board liquidated damages of \$500 per day while the Unit is used for transient purposes; and
- c. Indemnify the Board and the other Unit Owners for any damages they may suffer as a result of my/our violation of this policy.

Signature of Applicant: \_\_\_\_\_

Signature of Applicant: \_\_\_\_\_

**The Residences at Worldwide Plaza  
350 West 50<sup>th</sup> Street  
New York, NY 10019  
UNIT \_\_\_\_\_**

**APPLICATION FOR WAIVER OF RIGHT OF FIRST REFUSAL  
ON PROPOSED LEASE**

\*\*\* All questions must be answered prior to Board review \*\*\*

**Date:** \_\_\_\_\_ **Unit Number:** \_\_\_\_\_

Owner(s): \_\_\_\_\_

Owner's Address While the Apartment is Being Leased:

\_\_\_\_\_  
\_\_\_\_\_

Owner's Phone No: \_\_\_\_\_ Unit Owner's Mobile No: \_\_\_\_\_

Owner's Email address: \_\_\_\_\_

.....

**APPLICANT'S NAME:** \_\_\_\_\_

Applicant's Address: \_\_\_\_\_

\_\_\_\_\_

Applicant's Home Phone No.: \_\_\_\_\_

Applicants Occupation: \_\_\_\_\_  
(in the case of an individual; in the case of a Corporation , a detailed summary of the exact nature of the business).

Employer & Employer's Address: \_\_\_\_\_

\_\_\_\_\_

Applicant's Business Phone No. : \_\_\_\_\_

Applicant's Email Address: \_\_\_\_\_

Position, Income, and Supervisor: \_\_\_\_\_

\_\_\_\_\_



**CO-APPLICANT'S NAME:** \_\_\_\_\_

Co-Applicant's Address:  
\_\_\_\_\_  
\_\_\_\_\_

Co-Applicant's Home Phone No.:  
\_\_\_\_\_

Co-Applicants Occupation: \_\_\_\_\_  
(in the case of an individual; in the case of a Corporation , a detailed summary of the exact nature of the business).

Co-Applicant's Employer & Address:  
\_\_\_\_\_  
\_\_\_\_\_

Co-Applicant's Business Phone No. :  
\_\_\_\_\_  
\_\_\_\_\_

Co-Applicant's Email Address:  
\_\_\_\_\_  
\_\_\_\_\_

Co-Applicant's Position, Income, and Supervisor:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ADDITIONAL INFORMATION**

**Names of all persons who will reside in the apartment**

If applicant is a corporation, please name the individual designated as the occupant of the apartment with length of term. The corporation may not change designated occupant(s) during the term of the lease. When and if said occupant vacates at the end of the lease term, written notice as to the name of all new occupants must be submitted to the Managing Agent.

\_\_\_\_\_  
\_\_\_\_\_

If present residence is a rental / cooperative / condominium, please state name and address of current landlord or managing agent:

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Have you ever been evicted for non-payment or any other reason? If yes, please explain:

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Length of Occupancy:

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Reason for termination of rental or occupancy:

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How did you find this apartment?

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**NOTE: CONDOMINIUM UNITS MUST BE USED FOR RESIDENTIAL PURPOSES ONLY**

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**REFERENCES**

Please list all banking references at which the applicant (s) maintain(s) an account/account(s) indicating account number:

Bank Name & Address: \_\_\_\_\_  
\_\_\_\_\_

Account No.: \_\_\_\_\_

Bank Name & Address: \_\_\_\_\_  
\_\_\_\_\_

Account No.: \_\_\_\_\_

Bank Name & Address: \_\_\_\_\_  
\_\_\_\_\_

Account No.: \_\_\_\_\_

Stockbroker/CPA: \_\_\_\_\_

Please state the names and addresses of three (3) additional references:

1. \_\_\_\_\_  
    \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

Name, address, and phone number of individual authorized to accept service of process in absence of Tenant (s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# FINANCIAL STATEMENT



Name(s) \_\_\_\_\_

Address \_\_\_\_\_

The following is submitted as being true and accurate statement of the financial condition of the undersigned on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

<b>ASSETS</b>			<b>LIABILITIES</b>		
	Applicant	Co-Applicant		Applicant	Co-Applicant
Cash in Banks			Notes Payable:		
Money Markets Funds			To Banks		
Contract Deposit			To Relative		
Investments: Bonds & Stocks - see schedule			To Others		
Investment in Own Business			Installment Accounts Payable:		
Accounts & Notes Receivable			Automobile		
Real Estate Owned-see schedule			Other		
Year      Make			Other Accounts Payable		
Automobiles:			Mortgages Payable on Real		
Personal Property & Furniture			Estate - see schedule		
Life Insurance			Unpaid Real Estate Taxes		
Cash Surrender Value			Unpaid Income Taxes		
Retirement Funds/IRA			Chattel Mortgages		
401K			Loans on Life Insurance Policies		
KEOGH			(Include Premium Advances)		
Profit Sharing/Pension Plan			Outstanding Credit Card Loans		
Other Assets			Other Debts - Itemize		
<b>TOTAL ASSETS</b>			<b>TOTAL LIABILITIES</b>		
<b>COMBINED ASSETS</b>			<b>NET WORTH</b>		
			<b>TOTAL LIABILITIES &amp; NET WORTH</b>		
<b>SOURCE OF INCOME</b>	<b>Applicant</b>	<b>Co-Applicant</b>	<b>COMBINED</b>		
Base Salary			<b>CONTINGENT LIABILITIES</b>		
Overtime Wages			As Endorser or Co-Maker on Notes	\$	
Bonus & Commissions			Alimony	\$	
Dividends and Interest Income			Child Support	\$	
Real Estate Income (Net)			Are you defendant in any legal action?	\$	
Other Income - Itemize			Are there any unsatisfied judgments?	\$	
<b>TOTAL</b>			Have you ever taken bankruptcy? Explain	\$	
<b>GENERAL INFORMATION</b>	<b>Applicant</b>	<b>Co-Applicant</b>	<b>PROJECTED EXPENSES / MONTHLY</b>		
Personal Bank Accounts at			Maintenance	\$	
Savings & Loan Accounts at			Apartment Financing	\$	
Purpose of Loan			Other Mortgages	\$	
			Bank Loans	\$	
			Auto Loan	\$	
			<b>TOTAL</b>	\$	

**SCHEDULE OF REAL ESTATE**

Description & Location	Cost	Actual Value	Mortgage Amount	Maturity Date

**SCHEDULE OF NOTES PAYABLE**

**Specify any assets pledged as collateral, including the liabilities they secure:**

To Whom Payable	Date	Amount	Due	Interest	Pledged as Security

The foregoing statements and details pertaining thereto, both printed and written, have been carefully read and the undersigned hereby solemnly declares and certifies that the same is a full and correct exhibit of my/our financial condition.

Date \_\_\_\_\_ 20\_\_                      Signature \_\_\_\_\_

Date \_\_\_\_\_ 20\_\_                      Signature \_\_\_\_\_

**Acknowledgment**

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

The undersigned acknowledges that the Board has a thirty day period commencing after the date of receipt of both its notice and the receipt of such additional information concerning the lease as the Board may reasonably request, to exercise its right of first refusal and to deliver the undersigned a certificate to that effect, pursuant to the provisions of the By-Laws.

Applicant(s) understands that the lease is subject to the provisions of the By-Laws of the Offering Plan, including but not limited to the Waiver of the Right of First Refusal by the Board of Managers and the House Rules.

Applicant(s) agrees not to move into the apartment until Halstead Management Company, LLC. has issued such Waiver to the Unit Owner on behalf of and with the approval of the Board of Managers.

Applicant(s) understands that the attached lease must be for a minimum term of at least one (1) month.

Applicant has submitted with this application, a financial statement and all applicable fees.

\_\_\_\_\_  
**Unit Owner's Signature**

\_\_\_\_\_  
**Unit Owner's Signature**

\_\_\_\_\_  
**Signature of Authorized Officer of a Corporation**

\_\_\_\_\_  
**Signature of Proposed Occupant**

\_\_\_\_\_  
**Signature of Proposed Occupant**

\_\_\_\_\_  
Brokerage Firm (if applicable)

\_\_\_\_\_  
Name of Individual Agent  
Agent's e-mail: \_\_\_\_\_

\_\_\_\_\_  
Brokerage Firm (if applicable)

\_\_\_\_\_  
Name of Individual Agent  
Agent's e-mail: \_\_\_\_\_

**Authorization/Certification**

1. I/we certify that all of such information is true and complete.
2. I/we made no misrepresentation in the application or other documents, nor did I/we omit any pertinent information.
3. I/we understand and agree that Halstead management Company, LLC reserves the right to verify any information provided by me/us or otherwise obtained in processing my/our application. By signing below, i/we authorize Halstead Management Company, LLC to
  - (a) conduct inquiries concerning my/our employment, assets, credit history, residence, financial dealing, family composition, character and reputation and
  - (b) to release any information so obtained, including without limitation any consumer credit report or investigative consumer report obtained on me/us, to the owner of the apartment, the Board of managers of the Condominium and any attorney or real estate broker involved in handling my/our application.
4. I/we agree to indemnify, defend and hold harmless Halstead management Company, LLC, the Board of Mangers of the Condominium, any credit reporting agency , bank, lending institution, securities broker and/or other firm or person from any liability arising from or in any way connected, directly or indirectly, with the release of any such information.
5. I/we further agree that photocopies of this authorization may be used to facilitate multiple inquiries and that each such photocopy shall be treated as an original.

Date: \_\_\_\_\_

Prospective Tenant: \_\_\_\_\_

Prospective Tenant: \_\_\_\_\_



**CREDIT CHECK AUTHORIZATION**

**Applicant:** \_\_\_\_\_ **S.S. #** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**Co-Applicant:** \_\_\_\_\_ **S.S. #** \_\_\_\_\_ **DOB:** \_\_\_\_\_

In connection with my application to rent or purchase an apartment, I/we authorize Halstead Management Company, LLC, on behalf of the building owner, to engage a consumer reporting agency to conduct a background search. I/We warrant that all information I/we have provided is true. I/We authorize verification of all information in the application, agree to provide any additional information requested by the building owner or its agents, and understand that false or incomplete information may be grounds for rejection.

I/We understand that the results of such investigation and its conclusions may be used by the building owner and its agents to review my/our application.

-----  
**NOTICE UNDER NYCACS 20-808**

The application information provided by you may be used to obtain a tenant screening report; the name and address of the consumer reporting agency or agencies that will be used to obtain such report is/are:

CoreLogic SafeRent  
4 First American Way  
Santa Ana, CA 92707  
800-426-1466

Pursuant to federal, state and local law:

1. If the Landlord takes adverse action against you on the basis of information contained in a tenant screening report, Landlord must notify you that such action was taken and supply you with the name and address of the consumer reporting agency that provided the tenant screening report on the basis of which such action was taken;
2. If any adverse action is taken against you based on information contained in a tenant screening report, you have the right to inspect and receive a free copy of that report by contacting the consumer reporting agency;
3. Every tenant or prospective tenant is entitled to one free screening report from each national consumer reporting agency annually, in addition to a credit report that should be obtained from [www.annualcreditreport.com](http://www.annualcreditreport.com); and
4. Every tenant or prospective tenant may dispute inaccurate or incorrect information contained in a tenant screening report directly with the consumer reporting agency.

**AGREED AND UNDERSTOOD:**

Applicant: \_\_\_\_\_ Dated: \_\_\_\_\_

Co-Applicant: \_\_\_\_\_ Dated: \_\_\_\_\_



(Use this form if tenant is one or more individuals)

**OCCUPANCY FORM**

**UNIT NO:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Owner(s)/Landlord(s):** \_\_\_\_\_

\_\_\_\_\_

**Tenant(s):** \_\_\_\_\_

**Each of the undersigned acknowledges that the Unit may only be used as a residence, and that during the term of the Lease the Unit may only be occupied by one or more individual tenants and family members, domestic partners, domestic employees and/or non-paying guests of such tenant(s).**

**The undersigned Tenant(s) represent(s) and agree(s) that the Unit will be occupied only by the following people, each of whom meets the criteria described above. (Please list all proposed occupants of the apartment and their relationship (for example, Tenant 1, Tenant 2, family member (specify relationship), domestic partner, domestic employee)).**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Each of the undersigned acknowledges and agrees that (a) no additional people may occupy the Unit unless an updated copy of this Rider has been signed by the Owner(s) and the Tenant(s) and submitted to the Managing Agent, (b) in the event that the Unit is occupied by any persons other than those named in this Rider (as it may be updated and submitted to the Managing Agent as aforesaid), the landlord(s) (or the Board of Managers in its name or in the name of the landlord(s)) may terminate the Lease to which this Rider relates, and such persons will not be entitled to certain building services, and (c) this Occupancy Rider will become null and void upon the expiration of the Lease (and the Tenant and any Tenant-related occupants will no longer be entitled to certain building services), unless the Lease has been extended and the Condominium's requirements for lease extensions have been complied with prior to such date.**

**LANDLORD(S):**

**TENANT(S):**

\_\_\_\_\_  
(landlord signature)

\_\_\_\_\_  
(tenant signature)

\_\_\_\_\_  
(landlord signature)

\_\_\_\_\_  
(tenant signature)

If more than one Owner or Tenant, all must sign.

[Use this form if tenant is a corporation, partnership, limited liability company, association, trust, fiduciary or other entity]

**OCCUPANCY FORM**

**UNIT NO:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Owner(s):** \_\_\_\_\_

**Tenant:** \_\_\_\_\_

**Each of the undersigned acknowledges that the Unit may only be used as a residence, and that during the term of the Lease the Unit may only be occupied by:**

**An officer, director, stockholder or employee of such corporation, or a partner or employee of such partnership, or said fiduciary (including directors, officers, stockholders or employees of corporate fiduciaries or partners or employees of partnership fiduciaries) or the beneficiary of said fiduciary, or a principal or employee of such other entity, respectively**

**In addition, the Unit may be occupied by one or more family members, domestic partners, domestic employees and/or non-paying guests of any of the foregoing individuals.**

**The person described in (a) through (e) above who will occupy the Unit must be designated as the primary occupant of the Unit and may not be designated to use the Unit on a transient basis or as other than the primary occupant; and the use of the Unit may not be, in fact or in effect, part of a program, plan, entity, agreement or other arrangement (whether or not in writing) providing for short-term, fractional or shared use and/or ownership of the Unit.**

**The undersigned Tenant represents and agrees that the Unit will be occupied only by the following people, each of whom meets the criteria described above. (Please list all proposed occupants of the Unit and their relationship (by reference to the categories listed above)).**

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**Each of the undersigned acknowledges and agrees that (a) no additional people may occupy the Unit unless an updated copy of this Form has been signed by the Owner(s) and the Tenant and submitted to the Managing Agent, (b) in the event that the Unit is occupied by any persons other than those named in this Rider (as it may be updated and submitted to the Managing Agent as aforesaid), the landlord (or the Board of Managers in its name or in the name of the landlord) may terminate the Lease to which this Rider relates, and (c) this Occupancy Rider will become null and void upon the expiration of the Lease (and no individuals will be authorized occupants of the Unit), unless the Lease has been extended and the Condominium's requirements for lease extensions have been complied with prior to such date.**

**The Tenant represents that the person signing below is authorized to sign on its behalf.**

**LANDLORD(S)**

**TENANT**

\_\_\_\_\_  
**(landlord signature)**

\_\_\_\_\_  
**(Name of Tenant)**

\_\_\_\_\_  
**(landlord signature)**

**By:** \_\_\_\_\_

**Name:**

**Title:**



THE CITY OF NEW YORK  
DEPARTMENT OF HEALTH  
AND MENTAL HYGIENE  
Michael R. Bloomberg      Thomas R. Frieden, M.D.  
Mayor                              Commissioner

APPENDIX A

## **WINDOW GUARDS REQUIRED**

### **Lease Notice to Tenant**

*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.*

### **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 EVENTHOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER

\_\_\_\_\_  
Tenant (Print)

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant's Address

\_\_\_\_\_  
Apt No.

### **RETURN THIS FORM TO:**

**Halstead Management Company, LLC**

Owner/Manager

**770 Lexington Avenue, New York, NY 10065**

Owner/Manager's Address

**For Further Information Call:  
Window Falls Prevention (212) 676-2162**

## **CARBON MONOXIDE/SMOKE DETECTOR ACKNOWLEDGEMENT**

Apartment \_\_\_\_\_

Date \_\_\_\_\_

I, \_\_\_\_\_, acknowledge that an operational carbon monoxide detector and smoke detector is installed in the apartment, and that I am responsible for maintaining it in proper working order.

Signature \_\_\_\_\_

**LEASE  
FIRE SAFETY ACKNOWLEDGEMENT FORM**

i/We (owner's name) \_\_\_\_\_ hereby agree that I/we am/are responsible for the posting and maintenance of the fire safety notice on my respective apartment entrance door. The fire safety notice must be posted on the inside surface of the apartment entrance door so that no part of the notice is lower than four feet from the floor and no higher than five and one-half feet from the floor.

I/we (tenant's name) \_\_\_\_\_ hereby acknowledge receipt of the attached fire safety plan in connection with the lease of Unit \_\_\_\_\_ at The Residences at Worldwide Plaza, New York, NY 10019.

READ, AGREED AND ACCEPTED

**Owner:**

**Tenant:**

\_\_\_\_\_  
Owner's name (print)

\_\_\_\_\_  
Tenant's Name (print)

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Owner's name (print)

\_\_\_\_\_  
Tenant's Name (print)

\_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Tenant's Signature

**Date:** \_\_\_\_\_

**FIRE SAFETY PLAN**

**PART 1 – BUILDING INFORMATION SECTION**

**BUILDING ADDRESS:** 350 WEST 50<sup>TH</sup> STREET, NEW YORK, NY 10019

**BUILDING OWNER/REPRESENTATIVE:**

Name: Halstead Management Company  
Address: 770 Lexington Avenue, 7<sup>th</sup> Floor, New York, NY 10065  
Telephone: (212) 508-7272

**BUILDING INFORMATION:**

Year of Construction: 1989

Type of Construction:       Combustible                       Non-Combustible

Number of Floors:              40 Aboveground              3 Belowground

Sprinkler System:               Yes                                       No

Sprinkler System Coverage:      Partial – Compactor, Garage, Health Club

Fire Alarm:                       Yes                       Transmits Alarm to Fire Dept/Fire Alarm Co.       No

Location of Manual Pull Stations: Hall, Lobby, Basement

Public Address System:               Yes                                       No

Location of Speakers:       Stairwells       Hallway       Dwelling Unit       Other: \_\_\_\_\_

Means of Egress (e.g. Unenclosed/Enclosed Interior Stairs, Exterior Stairs, Fire Tower Stairs, Fire Escapes, Exits)

Type of Egress	Identification	Location	Leads to
Enclosed Interior Staircase	B,D,G,H	350 West 50 <sup>th</sup> Street	B- 49 <sup>th</sup> street; D- 50 <sup>th</sup> Street; G – Lobby; H - Lobby
Enclosed Interior Staircase	A,C,E,F	393 West 49 <sup>th</sup> Street	A -50 <sup>th</sup> street; C – 49 <sup>th</sup> Street; E – Lobby; F - Lobby

Other Information: 1x6” standpipe each in stairs A through F and one 6” standpipe in scissor stairs G & H fed by 7,000 gallon roof tank with F.D. pumper connection provided.

DATE PREPARED October, 2013

**FIRE SAFETY PLAN  
PART II – FIRE EMERGENCY  
INFORMATION**

**350 West 50<sup>th</sup> Street  
393 West 49<sup>th</sup> Street  
New York, NY 10019**

**THIS FIRE SAFETY PLAN IS INTENDED TO HELP YOU AND THE MEMBERS OF YOUR HOUSEHOLD PROTECT YOURSELVES IN THE EVENT OF FIRE. THIS FIRE SAFETY PLAN 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 PLAN 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**

<b>Manhattan</b>	<b>(212) 999-2222</b>
<b>Bronx</b>	<b>(718) 999-3333</b>
<b>Brooklyn</b>	<b>(718) 999-4444</b>
<b>Queens</b>	<b>(718) 999-5555</b>
<b>Staten Island</b>	<b>(718) 999-6666</b>

**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. 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 “nonfireproof.” 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 space 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 plan 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 plan 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.

Residential buildings are generally not required to have fire sprinkler systems. Some residential buildings are equipped with sprinkler systems, but only in compactor chutes and rooms or boiler rooms. All apartment buildings constructed or substantially renovated after March 1999 will be 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 plan 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 plan 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.

**Be sure to review Part I (Building Information Section) of this fire safety plan 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 PLAN IS INTENDED TO ASSIST YOU IN SELECTING THE SAFEST COURSE OF ACTION IN SUCH AN EMERGENCY. PLEASE NOTE THAT NO FIRE SAFETY PLAN 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.

**TO: NEW RESIDENTS**  
**FROM: INGRID BERNARDEZ, HALSTEAD MANAGEMENT**  
**RE: EMAIL ADDRESSES/BUILDING LINK**

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The Residences at Worldwide Plaza continues to integrate Building Link into the day-to-day operation of the Condominium. This has enabled many of your neighbors to more easily communicate with Management, with the resident manager John Stevens and with staff. Some of the features it offers you are:

- Submitting and tracking of any repair request
- Receiving notice of any packages or deliveries for your unit
- Reading important notices, building information and building newsletters
- Responding to surveys building management may post from time to time
- Reading and Posting to a shared bulletin board
- Checking on availability of the community room and other facilities, and placing reservations
- Reading Board meeting minutes

In order for BuildingLink to work best for you, we need to input your email address. This will not be used for any solicitations, spam, etc. and will be accessed only by building staff and the BuildingLink program as needed. You will also have the option to suspend receiving notifications from the BuildingLink system if you so choose, although we think you will want to be kept up to date on building events that affect you. And you can access this system by computer or by smart phone. (Sorry, no Blackberry access yet).

In addition, the Building Link database will be the primary source of information for the concierge, letting her or her know who lives in the building, who we can accept packages and dry cleaning for, etc. This information will only be and accessed by your building's staff and manager as needed.

***Please fill in your name, apartment# and email address, as well as the other information requested for emergency contact. Return this application with the lease package.. If you do not have an email address either at home or at work, write "None".*** And please note who else resides in the apartment; all adults will receive their own email and access account, while children will be noted for security purposes only.

Thank you for your cooperation.

## **BUILDING LINK AND EMERGENCY CONTACT INFORMATION**

TENANT'S NAME:	CO-TENANT'S NAME:
HOME ADDRESS:	HOME ADDRESS:
APARTMENT:	APARTMENT:
BUSINESS NAME:	BUSINESS NAME:
BUSINES ADDRESS:	BUSINESS ADDRESS:
HOME PHONE:	HOME PHONE:
MOBILE NUMBER:	MOBILE NUMBER:
BUSIESS PHONE:	BUSINESS PHONE:
EMAIL ADDRESS:	EMAIL ADDRESS:
<b><i>EMERGENCY CONTACT:</i></b> _____ _____ _____	<b><i>EMERGENCY CONTACT:</i></b> _____ _____ _____
TELEPHONE: _____	TELEPHONE: _____
ALTERNATE TEL: _____	ALTERNATE TEL: _____



## The Residences at Worldwide Plaza

### MOVING / DELIVERY POLICY and ELEVATOR RESERVATION REQUEST

To allow for proper elevator access, damage protection, and to minimize the inconvenience to residents, the following policy must be adhered to:

Hours for move-ins/outs and large deliveries (such as Furniture) are Monday through Friday from 8:00 AM to 5:00 PM. Weekends and holidays are strictly forbidden. No move will be allowed to commence after 3:00 PM and all moves must be completed by 5:00 PM. All questions concerning a move-in or move-out should be directed to the Resident Manager, John Stevens, at 212-765-0846

1. A deposit of \$1,000.00 is required for any private move which does not involve a moving company. A refundable security deposit in the amount of \$500.00 is required for any move using a professional, insured moving company. The deposit must be in the form of a certified/cashier's check or money order payable to "The Residences at Worldwide Plaza". The deposit will be returned within seven (7) business days, less the cost of any damages incurred in the move, if any.
2. A non refundable move-in/move-out elevator usage fee of \$200.00 made payable to "The Residences at Worldwide Plaza", must be submitted to the Resident Manager at least one week before the scheduled move.
3. In any event, the Resident Manager must have at least three (3) days notice prior to the commencement of the move. He can be reached at (212) 765-0846. If this is not adhered to, it will be at the discretion of the Resident Manager as to whether he will permit the move to take place.
4. The Condominium will not be responsible for any delays due to elevator service interruptions or for delays caused by either another move-in/out (scheduled or otherwise), or a large delivery.
5. The Unit Owner will be charged for any damage to the Condominium caused by him/her or his/her tenants.
6. To protect against liability claims and damage to the public areas, a Certificate of Liability Insurance from the moving company is required. **Please see page 3 of these instructions for details with respect to the Additional Insured and the Certificate Holder.** The certificate of insurance should be faxed to the attention of John Stevens at (212) 258-2223 or by e-mail at [john.stevens@worldwideplaza.org](mailto:john.stevens@worldwideplaza.org)
7. Proof of current Homeowners insurance coverage for the effected apartment must be submitted to management prior to the scheduled move.
8. The service entrance for the Tower (High Rise) is located at 349 West 49<sup>th</sup> Street just west of the plaza. The service entrance for the west portion of the building is located at 382 West 50<sup>th</sup> Street next to the garage ramp.
9. You or an authorized representative must be present at the building to supervise your move. If your van arrives late and another scheduled move has begun, we must allow the other move to proceed and delay yours.
10. The Resident Manager will indicate the building's approval of your request or advise you of any problems or conflicts with scheduling. Please do not schedule your move until this form has been returned to you with an approved date.

\_\_\_\_\_  
Unit Owner's Signature

\_\_\_\_\_  
Tenant's Signature (if applicable)

\_\_\_\_\_  
Date

REQUESTED MOVING DATE:

REQUESTED TIME:

APARTMENT:

FEEES RECEIVED:

CERTS. of INSURANCE RECEIVED:

Acknowledged and Approved:

\_\_\_\_\_  
Resident Manager

\_\_\_\_\_  
Unit Owner's Signature

\_\_\_\_\_  
Tenant's Signature (if applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Move Completed, No Damage:

\_\_\_\_\_  
Resident Manager

Please Fax This Information to Your Moving or Delivery Company

# Facsimile Transmittal

<b>To:</b>	<b>From:</b>
<b>Fax:</b>	<b>Pages:</b> 1 (including cover)
<b>Phone:</b>	<b>Date:</b>
<b>Re:</b>	Certificate of Insurance Requirements for 205-209 East 57 <sup>th</sup> Street

**Urgent**     **For Review**     **Please Comment**     **Please Reply**     **Please Recycle**

In regard to the move of \_\_\_\_\_ (Name) Apt. \_\_\_\_\_  
at 350 West 50 St or 393 West 49 Street, New York, NY, on \_\_\_\_\_ (Date) at  
(Time).

**below are the Certificate of Liability Insurance requirements before a moving date can be finalized.**

- 1. General Liability \$1,000,000.00**
- 2. Excess Liability \$1,000,000.00**
- 3. Proof of Auto Insurance**
- 4. Proof of Worker's Compensation**

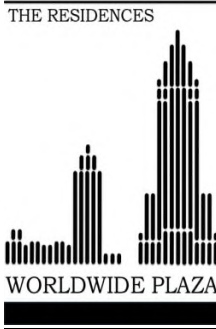
**CERTIFICATE HOLDER**

The Residences at Worldwide Plaza  
Halstead Management Company LLC  
770 Lexington Avenue - 7th Floor

**ADDITIONAL INSURED'S**

The Residences at Worldwide Plaza  
Halstead Management Company, LLC  
Brown Harris Stevens Residential Mgmt, LLC  
BHS Holdings, LLC d/b/a Terra Holdings their respective  
members, Officers, Employees, Agents and Affiliates and all  
Managed Properties  
Tenant name/Unit owner name & Unit #  
New York, NY 10065

**A (30) thirty-day cancellation clause is required and all additional insured's must be included.**



**ACKNOWLEDGEMENT OF HOUSE RULES / FEES**

I(we) have read, understood, approved and acknowledged receipt of the House Rules set forth by The Residences at Worldwide Plaza. I(We) give my(our) assurance that all members of my (our) household and visitors will conform to the Condominium House Rules.

I(We) recognize that by acting to the contrary of any terms of the House Rules, I (We) shall be in violation of the terms and conditions set forth in the House Rules and By-Laws.

I (We) understand that there is an elevator usage fee to move in and to move out of the building, and in the event an existing lease is renewed, there are fees payable to the condominium and managing agent in connection to the renewal process. The applicable fees are outlined in this lease package. I(We) agree to pay such fees and understand that these fees are subject to change as determined by the Board of Managers.

For further reading relating to leasing matters, unit owners should refer to Article 8 of the Condominium By-Laws contained in the offering plan.

Further, I (we) hereby acknowledge that the Board of Managers has the authority to establish, amend and enforce the By-Laws and the Rules and Regulations of the Residential section for Worldwide Plaza Condominium and I (we) agree to abide by them.

\_\_\_\_\_  
Unit Owner's Signature

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Unit Owner's Signature

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## **THE RESIDENCES AT WORLDWIDE PLAZA - HOUSE RULES**

### **1. GUEST AND VISITORS**

- A. Unit Owner or Resident is in the unit. All guests and visitors are required to check-in with the front desk. Guests and visitors will be permitted to enter after the Concierge has verified that the Unit is occupied and approval has been given for entry.
- B. Unit Owner or Resident is not in the unit. Guests and visitors must be in BuildingLink and have a key to the unit. Keys will not be provided by the building to guests and visitors even if they are in BuildingLink. For security purposes, if a photo of the guest or visitor is not in BuildingLink, they will be required to present a government issued ID and the Concierge will place the guest or visitor's photo in BuildingLink using the front desk camera.
- C. Guests and visitors are required to check-in with the front desk every time they enter the building.

### **2. PUBLIC AREAS AND COURTYARD**

- A. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Residential Section shall not be obstructed. Nor may they be used for any purpose other than ingress to and egress from the Residential Section Units.
- B. No article including, but not limited to, garbage cans, bottles, may obstruct public halls, vestibules, corridors, stairways or fire tower landings of the Residential Section, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows or roofs or placed upon the window sills of the Residential Section.
- C. Residents are not permitted to have a doormat.
- D. Neither Residents nor their guests shall play in the entrances, courtyard, passages, public halls, elevators, vestibules, corridors, stairways or fire towers of the Residential Section.
- E. No public hall, public elevator vestibule or other public area of the Residential Section shall be decorated or furnished by any Residential Section Unit Owner in any manner.
- F. Corridor/fire doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.
- G. Under no circumstances are rollerblades, roller skates, skateboards, scooters, unicycles, tricycles, bicycles or other recreational items to be worn or used in the

lobbies, hallways, stairways or other public areas. Residents are welcome to use the bench provided in each lobby entrance to change into their skates.

- a. All residents and their visitors must wear proper attire including shirts and shoes at all times throughout the building. This rule applies to health club members as well.

### 3. ROOF DECKS

- A. Roof Decks will be open to residents and their guests from 8 AM to 11 PM daily, except for events approved by the Building Management. The South Roof Deck will remain open when the North Roof Deck is reserved for a private event.
- B. Unit owners will be fined plus assessed the cost of any cleaning and repair/replacement necessary due any misuse of furniture and facilities that leads to soiling or damage.
- C. No pets are allowed on the roof decks.
- D. Residents may invite guests to the roof decks. A resident must accompany guests at all times during their use of the decks. Unit owners are responsible for any prohibited conduct by their tenants, guests and guest of tenants and will be penalized accordingly.
- E. For each unit, the total number of residents and guests using the roof deck at one time shall not exceed 6 persons unless prior written approval has been obtained from the Board. Residents and guests must conduct themselves in an orderly manner and in compliance with applicable rules, laws, ordinances and regulations. Public intoxication will not be tolerated.
- F. Smoking is not allowed on the Roof Decks and Courtyard.
- G. Food and drinks are permitted on the roof decks. No glass containers or other glassware is allowed on the roof decks. Residents must remove all food, drink and trash, as well as wiping down all furniture, before leaving the deck. No garbage will be left on the roof decks.
- H. Carts, rollerblades, roller skates, skateboards, unicycles, scooters, tricycles or bicycles are not allowed on the Roof Decks
- I. No reserving of spaces or chairs.
- J. Music, video, etc. is allowed on the Roof Decks but must be listened to with headphones. Amplified music is permitted only with prior written Board approval.
- K. There will be no barbecuing or cooking on the Roof Decks, except during events sponsored by the Building Management.

- L. Mobile/Cellular telephone usage is permitted on the roof decks. Please limit the duration and volume of all phone calls. Residents and their guests must terminate the call or leave the roof deck if another resident finds phone usage disturbing.
- M. Anyone under the age of 16 must be accompanied at all times by a person age 21 or older. Residents assume full responsibility for actions of their children and children of their guests.
- N. For a fee of \$75 per hour plus a refundable \$200 security deposit, the North Roof Deck may be reserved for private events. To reserve the North Roof Deck, go to the Amenities page on the BuildingLink. You may schedule any open time slot between 8 AM to 11 PM. Please note that the reservation is not final until fees are received and approved by the Resident Manager. Hosts must be present at all times and will be responsible for the entire function and for any and all persons attending. Hosts will be responsible for thoroughly cleaning up after their event.

#### 4. RESIDENT LOUNGE

- A. The Resident Lounge will be open to residents and their guests from 9 AM to 11 PM daily, except for special events approved by the Building Management.
- B. Unit owners will be fined plus assessed the cost of any cleaning and repair/replacement necessary due any misuse of furniture and facilities that leads to soiling or damage.
- C. No pets are allowed in the Resident Lounge.
- D. Residents may invite guests to the Resident Lounge. A resident must accompany all guests at all times during their use of the Resident Lounge. Unit owners are responsible for any prohibited conduct by their tenants, guests and guest of tenants and will be penalized accordingly.
- E. For each unit, the total number of residents and guests using the Resident Lounge at one time shall not exceed 5 persons unless prior written approval has been obtained from the Board. Residents and guests must conduct themselves in an orderly manner and in compliance with applicable rules, laws, ordinances and regulations. Public intoxication will not be tolerated.
- F. Smoking is not allowed in the Resident Lounge.
- G. Food and drinks are permitted in the Resident Lounge. Residents must clean all areas used for food and drinks and wipe down all furniture. No garbage will be left in the Resident Lounge. Public intoxication will not be tolerated.
- H. Carts, rollerblades, roller skates, skateboards, unicycles, scooters, tricycles or bicycles are not allowed in the Resident Lounge.
- I. No reserving of spaces or chairs.

- J. Personal music, video, etc. devices are allowed in the Resident Lounge but must be turned off or listened to with headphones if any other resident finds it disturbing or it interferes with watching television. Television usage will be on a first come first serve basis. If another resident is waiting to watch television there will be a 30-minute limit per resident. Live music is permitted only with prior written Board approval.
- K. Except for warming items in the microwave, there will be no cooking in the Resident Lounge.
- L. Mobile/Cellular telephones usage is permitted in the Resident Lounge. Please limit the duration and volume of all phone calls. Residents and their guests must terminate the call or leave the lounge if another resident finds phone usage disturbing.
- M. A person age 21 or older must accompany anyone under the age of 16 at all times while in the Resident Lounge. Residents assume full responsibility for actions of their children and children of their guests.
- N. For a fee of \$100 per hour plus a refundable security deposit of \$200 the Resident Lounge may be reserved for private functions. To reserve the Resident Lounge, go to the Amenities page on the BuildingLink. You can schedule any open time slot between 9 AM to 11 PM. Please note that the reservation is not final until fees are received and approved by the Resident Manager. The host must attend and will be responsible for the entire function and for any and all persons attending. The host will be responsible for thoroughly cleaning up after the event.

## 5. INDIVIDUAL UNITS

- A. Keys for Residential Units will be provided only to Unit Owners, Residents and Unit Owner/Resident approved cleaning staff that is in KeyLink.
- B. No ventilator or air conditioning device shall be installed in any Residential Unit without the prior written approval of the Residential Board, which approval may be granted or refused in the sole discretion of the Residential Board.
- C. All radio, television or other electrical equipment of any kind or nature installed or used in each Residential Section 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. The Residential Section Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Residential Section Unit Owner's Unit.
- D. Unless expressly authorized by the Residential Board in each case, at least 75% of the floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting or equally effective noise-reducing material.



- E. No window guards or 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 Residential Board of the Residential Section, which approval shall not be unreasonably withheld or delayed.
- F. All Residential Section Unit Owners and Renters shall maintain a policy of personal liability insurance with limits of liability in an amount not less than \$500,000 per occurrence. The Residential Section Unit Owners and Renters shall provide the Residential Section Managing Agent with written proof of compliance from the insurance carrier no later than October 15<sup>th</sup> each year with an effective date covering from November 1<sup>st</sup> to November 1<sup>st</sup> of the following year. A fine of \$750 will be imposed for a lack of compliance with Section 5.F.
- G. Nothing shall be done or kept in any Residential Section Unit or in the General or Limited Common Elements which will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Condominium Board. No Residential Section Unit Owner shall permit anything to be done or kept in their Unit or in the General or Limited Common Elements which will result in the cancellation of the Building's insurance or which would be in violation of any law. No waste shall be committed in the General or Limited Common Elements.
- H. No group tour or exhibition of any Residential Section Unit or its contents shall be conducted, nor shall any auction sale be held in any Residential Section Unit, without the prior consent of the Residential Board, Resident Manager or the managing agent of the Residential Section.
- I. Real estate Open Houses are authorized. A request must be submitted to the Resident Manager at least one week prior to the Open House. Open House requests can be made by the Unit Owner or the Unit Owner's Real Estate Agent.

## 6. WINDOWS & TERRACES

- A. There will be no barbecuing in the Residential Units, in their Limited Common Elements (including terraces), or in the Terrace Units, the Storage Room Units or the General Common Elements, except for those areas (if any) specifically designated for barbecuing by the Residential Board.
- B. No radio or television aerial shall be attached to or hung from the exterior of the Residential Section and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any door or window or other part of the Residential Section except such as are permitted by the Declaration or by the By-Laws or shall have been approved in writing by the Residential Board, nor shall anything be projected from any door or window of the Residential Section, nor shall anything be projected from any door or window of the Residential Section without similar approval.
- C. Each Residential Section Unit Owner shall keep their Unit and any Limited Common Elements appurtenant thereto (including the surface of any terrace

appurtenant to a Residential Unit) in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown there from, or from the doors or windows thereof, any dirt or other substance. Any determination as to what constitutes a good state of preservation and cleanliness for any Unit Owner's Terrace shall be within the sole discretion of the Residential Board.

- D. It is the Unit Owner's responsibility to keep all terrace drains free and clear of any debris. Any costs associated with failure to keep drains free and clear such as flooding of adjacent units will be charged back to the Unit Owner.
- E. No Residential Unit Owner or Terrace Unit Owner shall install any plantings on any terrace or roof or on the steps, landings and sidewalks outside the Townhouses without the prior written approval of the Residential Board. Plantings shall be contained in boxes of wood lined with metal or other materials 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 holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet, with the drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such terrace or roof but shall stand on supports at least two inches above such surface. It shall be the responsibility of the Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition; such Unit Owners shall pay the cost of any repairs rendered necessary by or damage caused by their plantings.

## 7. NOISE AND DISTURBANCE

- A. Residential Section Unit Owners shall not make nor permit any disturbing noises or activity in the Residential Section, or do or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other Unit Owners or the tenants or occupants of the Commercial Section. No Residential Section Unit Owner shall play or suffer to be played any musical instrument, or practice or suffer to be practiced vocal music, or operate or permit to be operated a phonograph or radio or television set or other loud speaker in such Unit Owner's Unit between 11:00 P.M. and the following 7:00 A.M., if the same shall disturb or annoy other occupants of the Building, unless the same shall have the prior written consent of the Residential Board. No construction or repair work or other installation involving noise shall be conducted in any Residential Section Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.
- B. Residential Section Unit Owners shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units

## 8. PETS

- A. No reptile or animal, except cats, dogs and birds shall be permitted, kept or harbored in a Residential Section Unit unless the same in each instance shall have been expressly permitted in writing by the Residential Board and such consent, if given, shall be revocable by the Residential Board in their sole discretion, at any time. Notwithstanding the foregoing, a maximum of two (2) dogs, two (2) cats or a combinations of both shall be permitted in each residential unit for a maximum allowed limit of eight legs unless the pets create a nuisance for the surrounding unit or dirties the General Common Elements. It is recommended that the name, address and phone number of an emergency contact person who can assume custody of your pet be put into BuildingLink in the case you become seriously ill or die. Pets must be registered in BuildingLink.
- B. Effective as of August 14, 2013, dogs must be no larger than 20 inches at the shoulder and 80 pounds in weight at full growth. No American Pit Bull Terriers, American Bulldog, Doberman Pincher, Rottweiler, German Shepherd, Tosa Inu, American or Bull Staffordshire Terrier, Bull Terrier, Mastiff, Bullmastiff, Presa Canario, Cane Corso, Husky, Malamute, Wolf-Dog Hybrid, Great Dane, St. Bernard, Akita or Chow-Chow breeds/mixes will be permitted. Any current resident with any of these types/breeds must submit a pet registration form to Management within 60 days.
- C. No reptile or other animal (including cats, dogs and birds) will be permitted in any public elevator in the Residential Section, other than the elevators designated by the Residential Board or the Resident Manager of the Residential Section for that purpose, or in any of the public portions of the Residential Section, unless carried or on a leash.
- D. No pigeons or other birds or animals shall be fed from the windowsills or other public portions of the Residential Section or on the sidewalk or street adjacent to the Building.
- E. Pet owners shall not allow their pets to relieve themselves in any of the public areas of the building. This includes the Courtyard and the Plaza.

#### 9. ELEVATORS AND ENTRANCES

- A. No carts, rollerblades, roller skates, skateboards, unicycles, bicycles, scooters or similar vehicles shall be allowed in any of the elevators other than the elevators designated by the Residential Board for that purpose.
- B. Servants, messengers, delivery personnel and trades people visiting or residing in the Residential Section shall use the elevators designated by the Residential Board or the Resident Manager of the Residential Section for that purpose, for ingress and egress, and shall not use any of the other elevators for any purpose, except that nurses in the employ of Residential Unit Owners or their guests or tenants may use any of the other elevators when accompanying said Unit Owners, guests or tenants.

- C. Trunks and heavy baggage (bags over 55 pounds) shall be taken in or out of the Residential Section by via the freight elevators and through a designated entrance only.

#### 10. DELIVERIES

- A. All service and delivery persons will be required to use the service entrance.
- B. Packages will be delivered by outside personnel to the package room, where they will be held for pick-up by Unit Owners or Residents. In the case of packages containing perishable items, delivery persons, who are registered in BuildingLink and have prior approval from the Resident Manager, will be permitted to make deliveries directly to individual Residential Units.
- C. Large deliveries such as furniture or appliances must be scheduled in advance with the Resident Manager. The delivery person or company will be required to provide proof of insurance. Specific insurance requirements can be obtain from the Resident Manager.
- D. In case of take out orders or groceries, delivery persons will be permitted to make deliveries directly to individual Residential Units after the Concierge has verified that the Unit is occupied and approval has been given for the delivery.

#### 11. GARBAGE & REFUSE

- A. No refuse from the Residential Section Units shall be sent to the below grade levels of the Building except at such times and in such manner as the Residential Board or the Resident Manager of the Residential Section may direct.
- B. Water-closets and other water apparatus in the Residential Section shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Residential Unit shall be repaired and paid for by the owner of such Unit.
- C. Residential Section Unit Owners and Residents will faithfully observe the following procedures with respect to the use of the compactor: (a) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) crush into tight bundles all loose papers before placing the same in the hopper door; (e) deposit all bundles of waste into the hopper; and (f) follow posted recycling requirements.
- D. For building safety and protection of the building compactor equipment, Residential Section Unit Owners will refrain from a) depositing in the recycling room or in the compactor chute waste of an explosive nature; b) depositing in the recycling room or in the compactor chute construction debris of any kind; c) depositing in the compactor chute any item that can jam the chute; d) depositing in the compactor chute any heavy or other items that can damage one of the

building's compactors. Any damage to the compacting system will be charged to the Unit Owner.

## 12. APARTMENT ACCESS

- A. The agents of the Residential Board, Resident Manager or the managing agent, and any contractor or worker authorized by the Residential Board or the Resident Manager of the Residential Section, may enter any room or Residential Section Unit at any reasonable hour of the day, on at least one day's prior written notice to the Residential Section Unit Owner, for the purpose of inspecting such Residential Section Unit for the compliance with Residential Section By-Laws for the purpose of compliance with By-Laws or presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; however, such entry, inspection and extermination shall be done in a manner so as not to unreasonably interfere with the use of such Residential Section Unit for its permitted purposes.
- B. The Residential Board, Resident Manager or the managing agent of the Residential Section must retain a passkey to each Residential Section Unit that has locks. If any lock is altered or a new lock is installed, the Residential Board, Resident Manager or the managing agent of the Residential Section shall be provided with a key thereto immediately upon such alteration or installation. If the Residential Section Unit Owner is not present to open and permit an entry to their Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By- Laws and has not furnished a key to the Board, the Residential Manager or the managing agent, then the Residential Board, the Resident Manager or the managing agent or their agents may (only when specifically authorized by an officer of such Board) forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry reasonable care under the circumstances is given to such Unit Owner's property).
- C. Other than returning a key to the KeyLink system, neither the Residential Section Unit Owner or any member of his/her family or agent, servant, employee, licensee or visitor shall give a unit key to an employee of the Residential Board or the managing agent of the Residential Board.
- D. Keys from the KeyLink system will only be provided to Unit Owners and Residents (as defined by the By-Laws) and cleaning staff registered in BuildingLink.

## 13. LAUNDRY

- A. The laundry and drying apparatus in the laundry room in the Residential Section shall be used in such manner and at such times as the Residential Board, Resident Manger or the Managing Agent of the Residential Section may direct. The laundry rooms are open Sunday through Saturday between the hours of 8:00 a.m. through 10:00 p.m.

- B. Dyes or coloring agents shall not be used in laundry and drying apparatus.

#### 14. SECURITY

- A. To maintain security, the Staff is expected to know everyone entering the building and only let Unit Owners and Residents in. Those new to the building, should expect to be stopped by the Concierge until he/she knows you by sight.
- B. Except as permitted under the Declaration and By-Laws, House Rules, Residential Unit Owners, their families, guests, servants, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.
- C. No Residential Section Unit Owner or any of his agents, servants, employees, licensees or visitors shall at any time bring into or keep in his Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.
- D. Other than accepting keys being returned to the KeyLink System, the building staff will not accept a unit key whether from Unit Owner or any member of his family or his agent, servant, employee, licensee or visitor.
- E. If any keys are entrusted by a Residential Section Unit Owner or by any member of their family or by their agent, servant, employee, licensee or visitor to an employee of the Residential Board or the Managing Agent of the Residential Section, whether for 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 Residential Board nor the Managing Agent of the Residential Section shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting there from or connected therewith.

#### 15. MISCELLANEOUS

- A. No occupant of the Residential Section shall send any employee of the building, the Board of the Residential Section or of the Managing Agent thereof out of the Building on any private business.
- B. No vehicle belonging to a Residential Unit Owner or to a member of the family or guest, tenant or employee of a Residential Unit Owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the Building by another vehicle.
- C. Luggage carts are not to be used for moving in or moving out of the building.
- D. The building will not lend out tools, ladders, dollies or carts.
- E. Abuse of staff by anyone, verbal or otherwise, will not be tolerated.

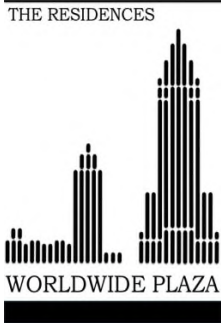
- F. Complaints regarding the service of the Residential Section shall be made in writing to the Residential Board, Resident Manager or the Managing Agent of the Residential Section.
- G. The Board shall have the right from time to time to relocate any portion of the Common Elements devoted to storage, service or laundry purposes.
- H. Alterations. Policies, procedures and necessary forms for unit alterations are documented in the BuildingLink library. Failure to follow policies, procedures or use necessary forms is documented in BuildingLink.
- I. Side jobs for building staff. With permission of the Resident Manager, Units Owners and Residents may hire building staff for small jobs during their off hours. Policy is documented in the BuildingLink library.
- J. Leasing and Subleasing. Policies, procedures and necessary forms for unit alterations are documented in the BuildingLink library. Failure to follow policies, procedures or use necessary forms is documented in BuildingLink

#### 16. AMENDMENT AND CHANGES

- A. Any consent or approval given under these Residential Rules and Regulations may be granted, refused, and added to, amended or repealed, in the sole discretion of the Residential Board, at any time by resolution of the Residential Board. Further, any such consent or approval may, in the discretion of the Residential Board, be conditional in nature.
- B. The Residential Board reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation at any time prescribed for the Residential Section when, in the reasonable judgment of the Residential Board, the Residential Board deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Residential Section, or the preservation of good order therein, or the operation or maintenance of the Residential Section, or the equipment thereof, or the comfort of Unit Owners, occupants or others in the Residential Section. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Residential Section Unit Owner or other occupant shall operate as a rescission, alteration or waiver in respect of any other Residential Section Unit Owner or other occupant.

#### 17. FEES & FINES

- A. Violations of House Rules may result in fines being imposed at the discretion of the Board of Managers.



**PET REGISTRATION FORM**

**TO BE SUBMITTED FOR DOGS, CATS, AND OTHER ANIMALS PROPOSED TO BE HOUSED**

**NAME OF PET OWNER:** \_\_\_\_\_

**UNIT NO:** \_\_\_\_\_ **HOME TELEPHONE NO:** \_\_\_\_\_ **EMAIL ADDRESS:** \_\_\_\_\_

Pet No. 1: Name: \_\_\_\_\_

\_\_\_\_\_ Type: \_\_\_\_\_ (i.e., Dog, Cat, Reptile, Parrot, etc.)

\_\_\_\_\_ Breed: \_\_\_\_\_ (if mixed breed, indicate breeds)

\_\_\_\_\_ Present: Age: \_\_\_\_\_ (yrs) Weight: \_\_\_\_\_ (lbs.) Height: \_\_\_\_\_ (ft & inch)

\_\_\_\_\_ Size when fully grown: \_\_\_\_\_ Weight: \_\_\_\_\_ (lbs.) Height: \_\_\_\_\_ (ft & inch)

Pet No. 2 Name: \_\_\_\_\_

\_\_\_\_\_ Type: \_\_\_\_\_ (i.e., Dog, Cat, Reptile, Parrot, etc.)

\_\_\_\_\_ Breed: \_\_\_\_\_ (if mixed breed, indicate breeds)

\_\_\_\_\_ Present: Age: \_\_\_\_\_ (yrs) Weight: \_\_\_\_\_ (lbs.) Height: \_\_\_\_\_ (ft & inch)

\_\_\_\_\_ Size when fully grown: \_\_\_\_\_ Weight: \_\_\_\_\_ (lbs.) Height: \_\_\_\_\_ (ft & inch)

I hereby agree to the following:

No reptile or animal, except cats, dogs and birds shall be permitted, kept or harbored in a Residential Section Unit unless the same in each instance shall have been expressly permitted in writing by the Residential Board and such consent, if given, shall be revocable by the Residential Board in their sole discretion, at any time. Notwithstanding the foregoing, a maximum of two (2) dogs, two (2) cats or a combination of both shall be permitted in each residential unit for a maximum allowed limit of eight legs unless the pets create a nuisance for the surrounding unit or dirties the General Common Elements. It is recommended that the name, address and phone number of an emergency contact person who can assume custody of your pet be put into BuildingLink in the case you become seriously ill or die. Pets must be registered in BuildingLink.

Effective as of August 14, 2013, dogs must be no larger than 20 inches at the shoulder and 80 pounds in weight at full growth. No American Pit Bull Terriers, American Bulldog, Doberman Pincher, Rottweiler, German Shepherd, Tosa Inu, American or Bull Staffordshire Terrier, Bull Terrier, Mastiff, Bullmastiff, Presa Canario, Cane Corso, Husky, Malamute, Wolf-Dog Hybrid, Great Dane, St. Bernard, Akita or Chow-Chow breeds/mixes will be permitted. Any current resident with any of these types/breeds must submit a pet registration form to Management within 60 days.

No reptile or other animal (including cats, dogs and birds) will be permitted in any public elevator in the Residential Section, other than the elevators designated by the Residential Board or the Resident Manager of the Residential Section for that purpose, or in any of the public portions of the Residential Section, unless carried or on a leash.



No pigeons or other birds or animals shall be fed from the windowsills or other public portions of the Residential Section or on the sidewalk or street adjacent to the Building.

Pet owners shall not allow their pets to relieve themselves in any of the public areas of the building. This includes the Courtyard and the Plaza.

I hereby apply for approval to house the above pet(s) at my apartment and understand that, if granted, I agree such approval may be revoked for cause. I shall not bring the pet(s) into the Building until and unless I receive approval.

\_\_\_\_\_  
(Signature of Unit Owner) \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Tenant) \_\_\_\_\_ Date: \_\_\_\_\_

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### **Management Use Only**

Copy of License Received

By: \_\_\_\_\_ Date: \_\_\_\_\_

Copy of Vaccination Record Received

By: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_

**THE REAL ESTATE BOARD OF NEW YORK, INC.  
SPRINKLER DISCLOSURE LEASE RIDER**

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

Name of tenant(s): \_\_\_\_\_  
Lease Premises Address: \_\_\_\_\_  
Apartment Number: \_\_\_\_\_ (the "Leased  
Date of Lease: \_\_\_\_\_ Premises")

**CHECK ONE:**

1.  **There Is NO Maintained and Operative Sprinkler System In the Leased Premises.**
2.  **There is a Maintained and Operative Sprinkler System in the Leased Premises.**

**A. The last data on which the Sprinkler System was maintained and Inspected was on ~~Not Available~~\***

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

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**Acknowledgment & Signatures:**

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

Tenant :      Name: \_\_\_\_\_  
                  Signature: \_\_\_\_\_      Date \_\_\_\_\_  
                  Name: \_\_\_\_\_  
                  Signature: \_\_\_\_\_      Date: \_\_\_\_\_

Owner        Name: \_\_\_\_\_  
                  Signature: \_\_\_\_\_      Date \_\_\_\_\_

\*The central components of the Sprinkler System are maintained and inspected monthly and annually as required by law. No law requires maintenance and inspection of a Sprinkler System within the leased premises.