MAXWELL-KATES, INC.

The Greenwich Condominium Lease Package
65 West 13th Street
New York, N.Y. 10011

ONE ORIGINAL COPY OF THE PACKAGE MUST BE FORWARDED TO: MAXWELL-KATES, INC.- 9 EAST 38TH STREET, - 6TH FLOOR, NEW YORK, NEW YORK 10016. ATTENTION: TRANSFER DEPARTMENT (Incomplete Packages will not be processed or sent to the Board). The Board and/or management reserve the right to seek additional information and/or documentation at any time during the review process. As per the offering plan, the Board is permitted up to 20 days to review and act on the application.

IMPORTANT: MINIMUM ONE (1) YEAR LEASES ONLY. CURRENT UNIT OWNERS UNDERGOING RENOVATIONS MAY LEASE ANOTHER UNIT IN THE CONDOMINIUM FOR A SHORTER TERM

1. Notice of Intention to Lease Condominium Unit completed and signed (attached)
2. Complete and Sign attached Rental Application
3. Executed Lease Agreement, rider and addendum by all parties
4. Lead Paint Disclosure and Window Guards must be executed by all parties
5. Criminal/Credit Authorization form must be executed by each applicant
6. House Rules and Pet Policy Acknowledgement must be executed by both the Unit Owner and proposed tenants.

FEES DUE UPON SUBMISSION OF PACKAGE FOR REVIEW:
(From Unit Owner): All Checks must be separate
1. A refundable move-out deposit of $1,500.00 from Unit Owner payable to “The Greenwich Condominium”.
2. Waiver of Right of First Refusal Fee of $350.00 payable by Unit Owner to “Maxwell-Kates, Inc”.
(From Proposed Tenant):
1. A non-refundable move-in fee-in the amount of $1,000.00 from tenant payable to “The Greenwich Condominium”.
2. A refundable move-in deposit of $1,500.00 from tenant payable to “The Greenwich Condominium”.
3. Credit & criminal report fee-in the amount of $165.00 is due and payable to “Maxwell-Kates, Inc”, for each tenant named on the lease.
4. Application fee-in the amount of $350.00 payable by proposed tenant to “Maxwell-Kates, Inc”.

You must contact Cindy Chan at Maxwell Kates (212-684-8282) at lease 48 hours prior to any move in/out at the building to go over all policies and procedures.

9 East 38th Street, 6th Floor, New York, NY 10016
Tel: 212.684.8282 Fax: 212.684.8077 www.maxwellkatesinc.com
NOTICE OF INTENTION TO LEASE
(OWNER’S REQUEST FOR WAIVER OF RIGHT OF FIRST REFUSAL)

New York, 20

The undersigned, being the owner(s) of apartment unit no. in the The Greenwich CONDOMINIUM, New York, New York, hereby notifies the Board of Managers in care of Maxwell-Kates, Inc., as Managing Agent, that the undersigned has received a bona fide offer to LEASE() said unit from the below named prospective purchaser(s) or tenant(s) on the terms stated below, and that the undersigned intends to accept such offer.

NAME AND ADDRESS OF PROSPECTIVE TENANT(S): (If a prospective tenant(s) is a corporation, name the designated office, director, stockholder or employer of the corporation who will occupy the apartment unit and for how long a term. The lease must provide that when and if the designated occupant(s) vacate the unit, a new lease package must be completed and sent to the Board, in accordance with the By-Laws pertaining to the Right of First Refusal. No successor designated occupant(s) may occupy the premises until the board has waived their Right of First refusal.

______________________________

______________________________

TERMS OF PROPOSED SALE OR LEASE:

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

MONTHLY RENTAL: $ LEASE TERM

ANTICIPATED OCCUPANCY DATE FOR LEASE:

The undersigned hereby submits to the Board this proposed together with the accompanying information concerning the applicant purchaser(s) or tenant(s). In Applying for consent to this proposed sale or lease, the undersigned understands that such consent is required by the By-Laws. The undersigned also understands that the information requested is essential to this application. The undersigned authorizes the Board to review and request any credit/criminal reports, references, and any of the information necessary in connection with this application. The undersigned acknowledges and consents to the following terms and conditions.

TERMS AND CONDITIONS ON SALE OR LEASE OF APARTMENTS

Maxwell-Kates, Inc. is acting as Agent for the Board and makes no representation or warranty with respect to the building or the apartment or any act or failure on the part of the Board in connection with this application or in connection with any sale contemplated herein. The Purchaser(s) or tenant(s) take the apartment “as is” unless otherwise specifically stated in the contract of sale or lease. The undersigned represents that the sale or lease described above shall be made in accordance with the provisions of the By-Laws of the Condominium and agrees to promptly deliver to the Board all such further information with respect to the offer as the Board may reasonably request and to execute all documents required pursuant to law, the By-Laws and this application. The undersigned acknowledges that the Board at waiver period, commencing with the date of receipt of this Notice and delivery of such additional information concerning the offer as the Board may reasonably request to exercise its Right of First Refusal to purchase or lease apartment unit on the terms specified herein and in the By-Laws. The undersigned hereby requests that, if the Board elects to waive or release such Right of First Refusal, it shall deliver to the undersigned a certificate to the effect, pursuant to the provision of the By-Laws. The parties will have a maximum of thirty (30) days within which to enter into the sale or lease of the unit on the terms above stated after receiving a waiver from the Board.

______________________________
Name of Individual Owner or Corporation

______________________________
Name of Individual Owner or Corporation

______________________________
Signature of Individual Owner or Authorized Officer of Corporation

______________________________
Signature of Individual Owner or Authorized Officer of Corporation
THE GREENWICH CONDOMINIUM LEASE APPLICATION

Date of Application __________ Building address _________________ Unit# ______

UNIT OWNER(S) INFORMATION

Unit Owner(s): ____________________________________________________________

Phone ___________________________ Cellphone # ___________________________

Address _________________________________________________________________

E-mail address __________________________________________________________

Owner’s Attorney: ________________________________________________________

Phone _________________________________________________________________

Firm Name _____________________________________________________________

Fax # ____________________________

Address _________________________________________________________________

TENANT(S) INFORMATION (all information must be filled out by any party named on the lease)

Tenant(s) Name(s) 1. ______________________________________________________

2. _________________________________________________________________

(Name(s) must be entered as shown on Lease)

Phone ___________________________ Cell# _________________________________

Address _________________________________________________________________

Social Security #1. ______________________________________________________

2. _____________________________________________________________________

Tenant’s Attorney: ________________________________________________________

Phone _________________________________________________________________

Firm Name _____________________________________________________________

Fax # ____________________________

Address _________________________________________________________________

Tenant’s Employer or Business 1. __________________________________________

2. _____________________________________________________________________

Position Held 1. _________________________________________________________

2. _____________________________________________________________________

Address: 1. __________________________________________________________________

Phone ___________________________ Fax # _________________________________

Business e-mail address __________________________________________________

Proposed Date of Occupancy ___________________________ Lease Security _________

Monthly Rent ___________________________________________________________

Lease Term _____________________________________________________________

Special Lease conditions __________________________________________________
1. If tenant is a corporation, name or describe the individual(s) to be the occupant(s) of the apartment unit and state for how long a term. A new lease package must be completed and sent to the Board each time occupancy changes.

Name(s) of Designated Occupant(s)__________________________________________

Relation to Tenant__________________________Length of Occupancy___________________

2. Name of all persons who will reside in the apartment

____________________________________________________

3. Will there be any business or profession conducted at this unit? YES_____ No_____

If so, describe the nature of the business or profession___________________________

____________________________________________________

4. Has Applicant(s) or any other occupant(s) who will reside in the apartment, ever occupied another unit at Condominium? If so, in what capacity and reason for termination of Occupancy.

____________________________________________________

5. DOES TENANT WISH TO MAINTAIN ANY PETS, IF SO, PLEASE SPECIFY:

____________________________________________________

REFERENCES
RESIDENCY:

Address of Present Residency____________________________________________________

Date of Occupancy______________________________________________________________

Present Landlord or Agent__________________________Phone________________

Firm Name________________________________Fax #____________________

Address

____________________________________________________

PERSONAL:

a. Name:_________________________________Phone____________________

Address:______________________________________________________________

b. Name:_________________________________Phone____________________

Address:______________________________________________________________

BUSINESS:

1. Name:_________________________________Phone:____________________

Address:______________________________________________________________
FINANCIAL:

a. Bank (Personal Account):

Address:

Phone

fax #:

Account #: _____________________ Checking ___ Savings ___ other ___

b. Stock Broker or C. P. A.:

Address:

Phone

fax #:

Account #: _____________________

c. For information regarding source of income contact:

Address:

The undersigned hereby submits to the Condominium this proposal together with the accompanying information concerning the undersigned. The undersigned also understands that the information requested is essential to this application. The undersigned agrees to meet in person with representatives of the Condominium if requested to do so, and authorize the Condominium to review and request any credit report, references, and other information necessary in connection with this application. The undersigned acknowledges and consents to the following terms and conditions:

TERMS AND CONDITIONS ON LEASES OF APARTMENTS

1. MAXWELL-KATES, INC. is acting as Agent for the Condominium and makes no representation or warranty with respect to the building or the apartment or to any act or failure to act on the part of the Condominium in connection with this application or in connection with any lease contemplated herein. The leases take the apartment "as is" unless otherwise specifically stated in the lease.

2. The lessee of a unit takes occupancy subject to the provision of the Condominium declaration and the Condominium's By-Laws.

3. The Lessee agrees to provide all information and execute all documents required by the Condominium pursuant to law, the By-Laws, and by this application.

4. Parties will have maximum of (30) thirty days within which to enter into the lease of the Unit on the terms above stated after receiving a waiver from Board of Managers.

_________________________ Signature of Tenant ______________________ Signature of Tenant
THE GREENWICH CONDOMINIUM
RIDER TO LEASE OF A CONDOMINIUM UNIT

1. 80% of all floors must be covered by carpeting.

2. The owner of the apartment shall carry liability insurance, and at owners sole cost and expense shall submit a copy with this application.

LANDLORD:


TENANT:


WITNESS:


DATE: ____________________


ADDENDUM TO LEASE

DATE: ____________________________

The Greenwich Condominium
65 West 13th Street
New York, NY 10011

RE: UNIT
65 WEST 13TH STREET
ASSIGNMENT OF RENT

In connection with the lease of the subject apartment, I hereby authorize The Greenwich Condominium to collect rents due and owing by my tenant to me in the event that I am in arrears of common charges or other obligations to the Condominium by more than thirty (30) days.

By my tenant’s signature below, my tenant agrees to pay rent to the Condominium upon written notice from the Condominium in accordance hereof, and I agree to credit my tenant’s obligation to pay me rent in any amount that is paid to the Condominium in accordance hereof.

Very truly yours,

_____________________________
Unit Owner

_____________________________
Unit Owner

Agreed To and Accepted:

_____________________________
Tenant

_____________________________
Tenant
TO: RESIDENTIAL BOARD
THE GREENWICH CONDOMINIUM

I acknowledge that the Residential Board hereinafter referred to as the Board and/or the
managing agent has relied upon the following representations and agreement by me in granting its
approval and/or giving its consent to my renting of Unit Number ________ at 65 West 13th Street,
New York, New York 10011.

I acknowledge that I have received and read the House Rules pertaining to the building
known as The Greenwich Condominium and agree to abide by them.

__________________________________________
Signature

__________________________________________
Date
PETS AT THE GREENWICH CONDOMINIUM

Before requesting approval for a pet, please review the following:

1. Only 2 pets per apartment is permitted, unless permission is granted.

2. No animals are permitted on the roof or in the bike room.

3. All animals must be leashed or confined when in common areas.

4. The owner must maintain liability insurance of at least $500,000. Proof of insurance and renewals should be submitted to and will be kept on file with the managing agent.

5. Any aggressive behavior by animal, regardless of circumstances, towards tenants, staff, guests, delivery persons, etc. or if the animal has been cited by the City, will result in immediate revocation of permission to have the animal in the building.

6. All the above conditions apply to any animal temporarily in the building under the auspices of any of the items.

7. A $500.00 deposit per apartment must be submitted and will be placed in escrow. These monies may be used to repair any damage that was caused by your pet.

STATEMENT OF COMPLIANCE OF THE PET POLICY

The undersigned owner or renter of Apartment ______ at The Greenwich Condominium, New York, NY has read the Pet Policy and understands and agrees to comply with all of said requirements.

Signature

Date
AUTHORIZATION
PLEASE READ CAREFULLY BEFORE SIGNING

I/We authorize a tenant background search or consumer report. I/We authorize the verification of all information in this application and its release to the Landlord/Condominium/Cooperative/Maxwell-Kates, Inc. or other parties connected with the lease/purchase/transfer contemplated herein.

APPLICANT(S) NAME: 1. ___________________________ 2. ___________________________

APPLICANT(S) SIGNATURE: 1. ___________________________ 2. ___________________________

ADDRESS: 1. ___________________________ 2. ___________________________

_________________________________________

SOCIAL SECURITY #: 1. ___________________________ 2. ___________________________

DATE OF BIRTH: 1. ___________________________ 2. ___________________________

NOTICE UNDER NYACS 20-808

The application 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 Safe Rent
c/o Consumer Relations Department
7300 Westmore Road, Suite 3
Rockville, MD 20850-5223
Telephone: (888) 333-2413

Pursuant to federal and state law:

1. If the Landlord takes adverse action against you on the basis of information contained in a tenant screening report, the 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 consumer 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 tenant screening report for each national consumer reporting agency annually, in addition to a credit report that should be obtained from 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.

MKI 10/6/2010
SCHEDULE A

RULES AND REGULATIONS OF THE RESIDENTIAL SECTION

1. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Residential Section shall not be obstructed or used for any other purpose than ingress and egress from the Residential Units.

2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors stairways or 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.

3. Neither occupants nor their guests shall play in the entrances, passages, public halls, elevators, vestibules, corridors, stairways or fire towers of the Residential Units.

4. No public hall or public elevator vestibule of the Residential Section shall be decorated by any Residential Unit Owner in any manner.

5. Each Residential Unit Owner shall keep such Unit Owner's Unit and any Limited Common Elements appurtenant thereto (including the surface and drains 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 therefrom, 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 but reasonable discretion of the Residential Board.

6. No window guards, window shades 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 or the managing agent of the Residential Section. No clothes, sheets, blankets, laundry or other articles of any kind shall be hung on or out of a Unit or its appurtenant Limited Common Elements. No window frames or mullions may be removed, altered or replaced without the written consent of the Residential Board.

7. No radio, television aerial, satellite dish or similar device or window fan 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.

8. No heat, ventilator or air conditioning device or window fan 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.

9. All radio, television or other electrical equipment of any kind or nature installed or used in each Residential Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having
jurisdiction and the Residential Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Residential Unit Owner’s Unit.

10. No velocipedes, bicycles, scooters or similar vehicles shall be allowed in any of the elevators other than the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, and no baby carriages or any of the above-mentioned vehicles or other equipment, furniture or other personal articles shall be allowed to stand in the passages, public halls, vestibules, corridors or other public areas of the Residential Section.

11. No Residential Unit Owner shall make or 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 Residential Section. No Residential 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, radio, television, computer, stereo 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. **After one written warning by Building Management, the Board may impose a charge of $1,000.00 per incident. After two written warnings, the Board may elect to restrict access to an individual unit to four (4) people after 11:00 p.m. Those four individuals will have to be pre-registered and signed in by the resident.** No construction or repair work or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency or unless such work is performed by Declarant.

12. No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition), shall be permitted, kept or harbored in a Residential Unit without the same in each instance having been expressly permitted in writing by the Residential Board or the managing agent of the Residential Section and such consent, if give, shall be revocable by the Residential Board in its sole discretion, at any time. In no event shall any Residential Unit Owner maintain more than two (2) pets in a Residential Unit (other than fish) without the consent of the Residential Board nor shall any bird, reptile, or animal be permitted in any public elevator in 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 window sills or other public portions of the Residential Section or on the sidewalk or street adjacent to the Building. Each Residential Unit Owner who keeps any type of pet in such Unit Owner’s Residential Unit may be required to enter into an agreement with the Residential Board setting forth such other rules regarding pets as the Residential Board shall deem suitable and indemnifying and holding harmless the Condominium, all Unit Owners and the managing agent from all claims and expenses resulting from acts of such pet.

13. Servants, messengers and tradespeople visiting or residing in the Residential Section may be required to use elevators designated by the Residential Board or the managing agent 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. However, a guest or visitor of a Residential Unit owner may use any of the elevators freely, if authorized by such Unit.

14. All service and delivery persons may be required to use the service entrance unless otherwise directed. All packages, whenever feasible, will be required to be delivered by outside personnel to the package room in the lobby where such packages will be held for pick-up by Residential Unit Owners. Deliveries, if made, will be made from the package room to individual Residential Units only by building personnel or as otherwise directed by building personnel. Such deliveries will be made only at such times as a Unit is occupied by the resident thereof or an authorized person and said resident or authorized person is willing to accept delivery. If the Residential Unit is not occupied or delivery is declined, the package will be held in the package room until the resident or authorized person returns or requests delivery. In the case of packages containing perishable food items service or delivery persons who are registered with building personnel will be permitted to make deliveries directly to individual Residential Units after such service or delivery persons have received approval for such delivery from the Residential Unit Owner.

15. Trunks and heavy baggage shall be taken in or out of the Residential Section by the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, ad through a designated entrance only.

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

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

18. No refuse from the Residential 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 managing agent of the Residential Section may direct.

19. 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.

20. No occupant of the Residential Section shall send any employee of the Residential Section or of the managing agent thereof out of the Building on any private business.

21. The agents of the Residential Board or the managing agent, and any contractor or worker authorized by the Residential Board or the managing agent of the Residential Section, may enter any room or Residential Unit at any reasonable hour of the day, on at least one day’s Prior written notice to the Residential Unit Owner, for the purpose of inspecting such Residential

65w13HouseRules
Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; however, such entry, inspection and extermination shall be done in a manner so as not to unreasonably interfere with the use of such Residential Unit for its permitted purposes.

22. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

23. The Residential Board of the managing agent of the Residential Section may retain a passkey to each Residential Unit. If any lock is altered or a new lock is installed, the Resident Board or the managing agent of the Residential Section shall be provided with a key thereto immediately upon such alteration or installation. If the Residential Unit Owner is not personally present to open and permit an entry to such Unit Owner’s 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 such Board or such managing agent, then the Residential Board or such managing agent or their agents (but, except in an emergency, only when specifically authorized by an officer of such Board or an officer of the managing agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry reasonable care under the circumstances is given to such Unit Owner’s property).

24. No vehicle belonging to a Residential Unit Owner or to a member of the family, guest, tenant or employee of a Residential Unit Owner shall be parked in such manner as to or prevent ready access to any entrance to or exit from the Building by another vehicle.

25. Complaints regarding the services of the Residential Section shall be writing to the Residential Board or to the managing agent of the Residential Section.

26. Any consent or approval given under these Residential Rules and Regulations may be granted, refused, 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 of the discretion of the Residential Board, be conditional.

27. Residential Unit Owners 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 papers before placing the same in the hopper door; (e) deposit all bundles of waste into the hopper (f) refrain from depositing waste of an explosive nature therein; (g) observe all Laws regarding recycling of refuse then imposed by governmental agencies having jurisdiction thereover and (h) observe any additional recycling rules established by the Condominium Board or the Residential Board.

28. Except as permitted under the Declaration and By-Laws, Residential Unit Owners, their families, guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.

65w13HouseRules
29. Residential Unit Owners, their guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units or any public portions of the Building.

30. No Residential Unit Owner or any of such Unit Owner’s agents, servants, employees, licensees, tenants, sublessees or visitors shall at any time bring into or keep in such Unit Owner’s 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.

31. If any key or keys are entrusted by a Residential Unit Owner or by any member of such Unit Owner’s family or by such Unit Owner’s agent, servant, employee, tenant, sublessee, licensee or visitor to an employee of the Residential Board or the managing agent of the Residential Section, whether for such Unit Owner’s Unit or 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 therefrom or connected therewith.

32. Nothing shall be done or kept in any Residential 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 Unit Owner shall permit anything to be done or kept in such Unit Owner’s Unit or in the General or Limited Common Elements which will result in the cancellation of insurance on the Building or which would be a violation of any law. No waste shall be committed in the General or Limited Common Elements.

33. The Boards shall have the right from time to time to relocate any portion of the Common Elements devoted to storage or service purposes.

34. No group tour or exhibition of any Residential Unit or its contents shall be conducted, nor shall any auction sale be held in any Residential Unit, without the prior consent of Residential Board or the managing agent of the Residential Section.

35. In the event that any Residential Unit is used for home occupation purposes which are permitted by law and the By-Laws, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.

36. Unless expressly authorized by the Residential Board in each case, at least 80% of the floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting or equally effective noise-reducing material.

37. Natural gas and electric barbecuing are allowed in the Residential Units in their Limited Common Elements of Penthouse Terraces only. No barbecuing on the Common Elements and Courtyard Terraces, except for those areas (if any) specifically designated for barbecuing by the Residential Board.

65w13HouseRules
38. The Residential Board reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rules or regulation at any time prescribed for the Residential Section when, in the reasonable judgement 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 Unit Owner or other occupant shall operate as a rescission, alteration or waiver in respect of any other Residential Unit Owner or other occupant.

39. No article, including, but not limited to, bicycles and similar vehicles, shall be stored or allowed to stand on Terraces, other than furniture of the kind usually maintained in outdoor areas.

40. Plantings on any Terrace shall be contained in boxes of wood, lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace 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 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 and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such Terrace, but shall stand on supports at least two inches above the surface. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings.

41. No Residential Unit Owner or any of his family members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his Unit or Residential Limited Common Elements any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit or Residential Limited Common Elements.
LEASE OF A CONDOMINIUM UNIT

The Landlord and Tenant agree to lease the Unit and Landlord's interest in the Common Elements located in the Condominium at: ____________________________________________ (Premises)

LANDLORD: ____________________________________________ (Premises)

TENANT: ____________________________________________

Address for Notices

Unit (and terrace, if any) ____________________________ Garage space (if any) ____________________________

Bank

Lease date ____________________________ Term ____________________________ Yearly Rent __________

broker beginning __________ ending __________

Tenant's Insurance __________ Monthly Rent __________ Security __________

Garage Fee __________

Declarant of Condominium: ____________________________ (Declarant)

Name of Condominium: ____________________________ (Declaration)

1. Lease is subject and subordinate

This Lease is subject and subordinate to (A) the By-Laws, Rules and Regulations and Provisions of the Declaration, Establishing a Plan for Condominium Ownership of the Premises and (B) Powers of Attorney, leases, agreements, mortgages, renewals, modifications, consolidations, replacements and extensions to which the Declaration or the Unit are presently or may in the future be subject. Tenant shall not perform any act, or fail to perform an act, if the performance or failure to perform would be a violation of or default in the Declaration or a document referred to in (B). Tenant shall not exercise any right or privilege under this lease, the performance of which would be a default or default in the Declaration or a document referred to in subdivision (B). Tenant must promptly exercise any certificate(s) that Landlord requests to show that this Unit is leased to a subject and subordinate. Tenant authorizes Landlord to sign those certificate(s) for Tenant. Tenant acknowledges that Tenant has had the opportunity to read the Declaration of Condominium Ownership for the Condominium, including the By-Laws. Tenant agrees to observe and be bound by all the terms contained in it, which apply to the occupant or user of the Unit or a user of Condominium common areas and facilities. Tenant agrees to observe all of the Rules and Regulations of the Association and Board of Managers.

2. Landlord Changes

Landlord may borrow money from a lender who may request an agreement for changes in this Lease. Tenant shall sign the agreement if it does not change the rent or the Term, and does not alter the Unit.

3. Unit

The Unit must be used only as a private residence and for no other reason. Only a party signing this Lease and the spouse and children of that party may use the Unit.

4. Rent, added rent

A. The rent payment for each month must be made on the first day of that month at Landlord's address. Landlord need not give notice to pay the rent. Rent must be paid in full and in no amount subcontinent from it. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. These are called "added rent." This added rent is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay the rent. Payment of rent in installments is for Tenant's convenience only. If Tenant defaults, Landlord may give notice to Tenant that Tenant may not longer pay rent in installments. The entire rent for the remaining part of the Term will then be due and payable.

B. This Lease and the obligation of Tenant to pay rent and perform all of the agreements on the part of Tenant to be performed shall not be affected, impaired or excused, nor shall there be any appointment or abstention of rent for any reason including, but not limited to, damage to the Unit or inability to use the Common Areas.

5. Failure to give possession

Landlord shall not be liable for failure to give Tenant possession of the Unit on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. Rent shall then be payable as of the date possession is available. Landlord will notify Tenant of the date possession is available. The dating of the Term will not change.

6. Security

Tenant has given security to Landlord in the amount stated above. The security has been deposited in the Bank named above and delivery of this Lease is notice of the deposit. If the Bank is not named, Landlord will notify Tenant of the Bank's name and address in which the security is deposited.

If Tenant does not pay rent on time, Landlord may use the security to pay for rent past due. If Tenant fails to perform any other term in this Lease, Landlord may use the security for payment of money Landlord may spend, or damages Landlord suffers because of Tenant's failure. If the Landlord uses the security Tenant shall, upon notice from Landlord, send to Landlord an amount equal to the sum used by Landlord. At all times Landlord is to have the amount of security stated above.

If Tenant fully pays all terms of this Lease, pays rent on time and leaves the Unit in good condition on the last day of the Term, then Landlord will return the security being held.

If Landlord sells or leases the Unit, Landlord may give the security to the buyer or lessee. In that event Tenant will look only to the buyer or lessee for the return of the security. The security is for

If no broker, insert "None."
made as Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

If there is more than minor damage to the Unit by fire or other casualty, Landlord may cancel this Lease within 30 days after that fire or casualty by giving notice. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Unit to Landlord in good condition. In the event of the cancellation of this Lease, Landlord will not pay all rent due to the date of the fire or casualty. If the Lease is cancelled, Landlord is not required to arrange for the repair of the Unit. The cancellation does not release Tenant of liability in connection with the fire or casualty. This Section, when permitted, is intended to replace the terms of any applicable statutory law. Tenant has no right to cancel this Lease due to fire or casualty.

10. Liability
Landlord is not liable for loss, expense, or damage to any person or property, unless due to Landlord's negligence. Landlord is not liable to Tenant if anyone is not permitted or is refused entry into the Building.

Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. If an action is brought against Landlord arising from Tenant's act or neglect, Tenant shall defend Landlord at Tenant's expense with an attorney of Landlord's choosing. Tenant is responsible for all acts of Tenant's family, employees, guests or invitees. Tenant must carry whatever property or liability insurance Landlord may require and will name Landlord as a party insured. The insurance shall be no less than a Tenant's Homeowners Insurance Policy in the minimum amount stated above. Tenant shall deliver a copy of the binder to Landlord prior to taking possession of the Unit.

11. Entry by Landlord
Landlord or parties authorized by Landlord may enter the Unit at reasonable hours to repair, inspect, renovate, install or work on systems and cause performance of other work that Landlord decides is necessary. At reasonable hours, Landlord may show the Unit to possible buyers, lenders or tenants.

If Landlord enters the Unit, Landlord will try not to disturb Tenant. Landlord may be required to keep the Unit in a condition of repairs or alterations to the Unit or Building. Landlord is not responsible for damage or disturbance to Tenant because of work being performed on or equipment kept in the Unit. Landlord may charge the Association the cost of the Unit does not give Tenant a claim of eviction. Landlord or those authorized by Landlord may enter the Unit to get to any part of the Building.

Landlord has the right at any time to permit the following people into the Unit: (i) receiver, trustee, assignee for the benefit of creditors; (ii) sheriff, marshal or court officer; and (iii) any person from the fire, police, building or sanitation departments or other state, city or federal government and (iv) the Association, Board of Managers and any other party permitted or authorized by the Declaration of Condominium of the Unit or Condominium. Landlord has no responsibility for damage or loss as a result of those persons being in the Unit.

12. Construction or demolition
Construction or demolition may be performed in or near the Building. Even if it interferes with Tenant's ventilation, view or enjoyment of the Unit it shall not affect Tenant's obligations in this Lease.

13. Assignment and sublease
Tenant must not assign this Lease or sublet all or part of the Unit or permit another person to use the Unit. If Tenant does, Landlord has the right to cancel the Lease as stated in the Default section. Tenant must get Landlord's written permission each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublet. Tenant remains bound to the terms of this Lease after a permitted assignment or sublet even if Landlord gives Tenant a non-access from the assignee or subtenant. The amount accepted will be credited toward rent due from Tenant. The assignee or subtenant does not become Landlord's tenant. Tenant is responsible for acts of any person in the Unit.

14. Tenant's certificate
Upon request by Landlord, Tenant shall sign a certificate stating the following: (1) This Lease is in full force and unchanged; (2) if changed, how it was changed; and (3) Landlord has fully performed all of the terms of this Lease and Tenant has no claim against Landlord. (4) Landlord has fully performed all the terms of this Lease and Tenant remains bound to the terms of this Lease, and (5) Tenant is fully paying rent as stated above. The certificate must be signed by all tenants.

15. Condemnation
If a part of the Building or Unit is taken or condemned by a legal authority, Landlord may, on notice to Tenant, cancel the Term. If Landlord cancels, Tenant's rights shall end as of the date the Building or Unit is to be used by the condemning authority. The condemnation date must not be less than 30 days from the date of the Landlord's cancellation notice. On the condemnation date Tenant must deliver the Unit to Landlord together with all rent due to that date. The entire award for any taking including the portion for fixtures and equipment belongs to Landlord. Tenant gives Landlord any interest Tenant may have in any part of the award, and Landlord may claim the value for the value of the remaining part of the Term.

16. Tenant's duty to obey laws and regulations
Tenant must, at Tenant's expense, comply with all laws, orders, rules, requests, and directions, of all governmental authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups. Notices received by Tenant from any authority or group must be promptly delivered to Landlord. Tenant will not do anything which may increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase in premium as added rent.

17. Sale of Unit
If the Landlord wants to sell the Unit Landlord shall have the right to end this Lease by giving 30 days notice to Tenant. If the Landlord gives Tenant 30 day's notice that the Landlord will sell and Tenant must leave the Unit at the end of the 30 days period in the notice.

18. No liability for property
Neither Landlord, the Association or Board of Managers are liable or responsible for (a) loss, theft, misappropriation or damage to the personal property, or (b) injury caused by the property or its use.

19. Playground, pool, parking and recreation areas
If there is a playground, pool, parking or recreation area, or other common areas, Landlord may give Tenant permission to use it. If Landlord gives permission, Tenant will use the area under Tenant's own risk and must pay all fees Landlord or the Association charges. Landlord is not required to give Tenant permission.

20. Terraces and balconies
The Unit does not act as a terrace or balcony. The terms of this Lease apply to the terrace or balcony as if part of the Unit. The Landlord may make special rules for the terrace and balcony. Landlord will notify Tenant of any such rules. Tenant must keep the terrace or balcony clean and free from snow, ice, leaves and garbage and keep all screens and drain in good repair. No cooking is allowed on the terrace or balcony. Tenant may not keep plants, or install a fence or any addition on the terrace or balcony. If Tenant does, Landlord has the right to remove and store them at Tenant's expense.

21. Correcting Tenant's defaults
If Tenant fails to correct a default after notice from Landlord, Landlord may correct it at Tenant's expense. Landlord's cost to correct the default shall be added rent.

22. Notice
Any bill, statement or notice must be in writing. If to Tenant, it must be delivered or mailed to the Tenant at the Unit. If to Landlord, it must be mailed to Landlord's address. If so requested, a copy of all notices shall be delivered the day mailed or if not mailed, when left at the proper address. A notice must be sent by certified mail. Landlord must notify Tenant if Landlord's address is changed. Landlord may give notice to all Tenants in the Unit are required by any notice by Tenant. Notice by Landlord to one named person shall be as though given to all those persons. Each party shall accept notices of the other.

23. Tenant's default
A. Landlord must give Tenant notice of default. The following are defaults and must be covered by Tenant within the time stated:

1. Failure to pay rent or added rent as stated above.
2. Failure to move into the Unit within 15 days after the beginning date of the Term, 5 days.
3. Landlord or Tenant may cancel the lease under which the Unit may be taken by another party, 5 days.
4. Failure to perform any term in another lease between Landlord and Tenant (such as a garage lease), 5 days.
5. Improper conduct by Tenant or any other party, 5 days.
6. Failure to comply with any other term or Rule in the Lease, 5 days.

If Tenant fails to cure the time stated, Landlord may cancel the Lease by giving Tenant a cancellation notice. The cancellation notice will state the date the Term will end which may be no less than 3 days after the date of the notice. On the cancellation date in the notice the Term of this lease shall end. Tenant must leave the Unit and give Landlord the keys or on or before the cancellation date. Tenant continues to be responsible as stated above.

B. If Tenant's vacates the Unit or is asked to take back the Unit, Landlord may give Tenant 30 days notice to vacate the Unit. If Tenant does not vacate the Unit within the 30 days, Landlord may give Tenant notice of default as stated in Paragraph 23 A. C. If (1) the Lease is cancelled; or (2) rent or added rent is not paid or due or (3) Tenant vacates the Unit, Landlord may in addition to other remedies take any of the following actions:

1. Use or dispose or auction any of the Tenant's personal property. Use dispossession, eviction or other laws to take back the Unit.
2. To the extent permitted by law, enter the Unit and remove Tenant and any person or property.

D. If this Lease is cancelled, or Landlord takes back the Unit, the following takes place:

1. Rent and added rent for the unexpired Term becomes due and payable. Tenant must pay Landlord's expenses as stated in Paragraph 23 D(a).
2. Landlord may re-rent the Unit and anything in it. The re-renting may be for any Term. Landlord may charge any rent or no rent and give allowances to the new tenant. Landlord may, at Tenant's expense, do any work Landlord feels is needed to bring the Unit in good repair and prepare it for renting. Tenant remains liable and is not released in any manner.

3. Any personal or other property left by Tenant for the re-renting shall be used first to pay Landlord's expenses and second to pay any amounts Tenant owes under this Lease. Landlord's expenses include the cost of getting the Unit back in good repair and prepare it for renting. Tenant remains liable and is not released in any manner.

4. Tenant shall give Landlord 30 days notice before taking any action that may affect the value of the remaining part of the Term.

5. If Landlord re-rents the Unit combined with other space an adjustment will be made based on square footage. Money received by Landlord from the next tenant, other than the monthly rent, shall be considered as part of the rent paid to Landlord. Landlord is entitled to all of it.

6. Landlord has no duty to re-rent the Unit. If Landlord does re-rent, the fact that all or part of the next tenant's rent is not
collected does not affect Tenant's liability. Landlord has no duty to collect the next tenant's rent. Tenant must continue to pay rent, damages, losses and expenses without offset.

24. Jury Trial and counterclaims

Landlord and Tenant agree not to use their right to a Jury Trial in any action or proceeding brought by either against the other, for any matter concerning this Lease or the Unit. The giving of the right to a Jury Trial is a serious matter. There are rules of law that protect that right and limit the type of action in which a Jury Trial may be given up. Giving up this right means waiving a Jury Trial and cannot be set off in any action by Landlord against Tenant on any matter directly or indirectly related to this Lease.

25. Bankruptcy, insolvency

If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully cleansed within the 30 days, the Term of this Lease shall be ended. Tenant must continue to pay rent, damages, losses and expenses without offset.

26. No Waiver

Landlord's failure to enforce, or insist that Tenant comply with a term in this Lease is not a waiver of Landlord's rights. Acceptance of rent by Landlord is not a waiver of Landlord's rights. The rights and remedies of Landlord are separate and in addition to each other. The choice of one does not prevent Landlord from using another.

27. Illegal

If a term in this Lease is illegal that term will no longer apply.

The rest of this Lease remains in full force.

28. Representations, changes in Lease

Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party.

29. Inability to perform

If due to labor trouble, government order, lack of supply, Tenant's act or neglect or any other cause not fully within the Association's reasonable control, the Association or Board of Managers is delayed or unable to carry out any of their respective obligations, requirements, promises or agreements, if, at any time, this Lease shall not be ended or Tenant's obligations affected in any manner.

30. Limit of recovery against Landlord

Tenant is limited to Landlord's interest in the Unit for payment of a judgment or other court remedy against Landlord.

31. End of Term

At the end of the Term, Tenant must: Leave the Unit clean and in good condition, subject to ordinary wear and tear; remove all of Tenant's property and all Tenant's installations and decorations; repair all damages to the Unit and Building caused by moving and restore the Unit to its condition at the beginning of the Term. If the last day of the Term is on a Saturday, Sunday or Federal holiday the term shall end on the prior business day.

32. Space "as is"

If Tenant has inspected the Unit and Building, Tenant states that they are in good order and repair and takes the Unit as is. Sizes of rooms stated in brochures or plans of the Building or Unit are approximate and subject to change. The Unit is not affected or Landlord liable if the brochure or plans do not show obstructions or are incorrect in any manner.

33. Quiet enjoyment

Subject to the terms of this Lease, as long as Tenant is not in default Tenant may peaceably and quietly have, hold, and enjoy the Unit for the Term.

34. Landlord's consent

If Tenant requests Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or interest for any sum from the rent because such consent was not given.

35. Lease binding on successors

This Lease is binding on Landlord and Tenant and their heirs, distribute, executors, administrators, successors and lawful assigns.

36. Landlord

Landlord means the owner of the Unit, Landlord's obligations and Tenant's interest in the Unit is transferred. Any acts Landlord may do may be performed by Landlord's agents.

37. Broker

If the name of a Broker appears in the box at the top of the first page of this Lease, Tenant states that the only Broker that showed the Unit to Tenant is the Broker that showed the Unit to Tenant. If a Broker's name does not appear Tenant states that no agent or broker showed Tenant the Unit. Tenant will pay Landlord any money Landlord may spend if either statement is incorrect.

38. Paragraph headings

The paragraph headings are for convenience only.

39. Rules

Tenant must comply with these Rules. Notice of new or changed Rules will be given to Tenant. Landlord, the Association or Board of Managers need not enforce Rules against other tenants. Landlord is not liable to Tenant if another tenant violates these Rules.

Tenant receives no rights under these Rules:

(1) The comfort or rights of other tenants must not be interfered with. Annoying sounds, smells and lights are not allowed.

(2) No one is allowed on the roof. Nothing may be placed on or attached to fire escapes, sills, windows or exterior walls of the Unit or in the hallway or public areas. Clothes, items or rugs may not be aired or dried from the Unit or on terraces.

(3) Tenant must give the Landlord keys to all locks. Locks may not be changed or additional locks installed without Landlord's consent. Doors must be locked at all times. Windows must be locked when Tenant is out. All keys must be returned to Landlord at the end of the Term.

(4) Floors of the Unit must be covered by carpets or rugs. Waterbeds or furniture containing liquid are not allowed in the Unit.

(5) Dogs, cats or other animals or pets are not allowed in the Unit or Building. Feeding of birds or animals from the Unit, terraces or public areas is not permitted.

(6) Garbage disposal rules must be followed. Wash lines, vents and plumbing fixtures must be used for their intended purpose.

(7) Laundry machines, if any, are used at Tenant's risk and cost. Instructions must be followed. Landlord may stop their use at any time.

(8) Moving furniture, fixtures or equipment must be scheduled with Landlord. Tenant must not send Landlord's employees on personal errands.

(9) Improperly parked cars may be removed without notice at Tenant's cost.

(10) Tenant must not allow the cleaning of the windows or other part of the Unit or Building from the outside.

(11) Tenant shall conserve energy.

(12) Tenant may not operate manual elevators. Smoking or carrying lighted pipes, cigarettes or cigars is not permitted in elevators. Passengers and trade must use only service elevators.

(13) The entrances, halls and stairways may only be used to go in or out of the Unit.

(14) Professional tenants must not allow patients to wait in public areas.

(15) Inflammable or dangerous things may not be kept or used in the Unit.

(16) No tour of the Unit or Building may be conducted.

(17) Bicycles, scooters, skateboards or skate skates may not be kept or used in the Unit.

(18) Furniture, chandeliers, stair railings or fixtures may not be removed from the Unit.

40. Appliances, etc., included in Lease

The Lease includes only personal property itemized on the annexed schedule called the Personal Property Schedule.

41. Definitions

a. "Association" means the Unit Owners Association and/or any organization, whether or not incorporated, whose membership is essentially limited to owners of units in the Condominium or in condominiums located in the vicinity.

b. "Board of Managers"—The Board of Managers shall be the governing body of this Condominium, which shall be comprised of a number of members as determined by the Declaration, if any, and as provided in the Condominium Act or any requisite by laws.

c. "Condominium"—The Condominium is a project consisting of a number of units, each of which is owned by one owner or in conjunctive ownership, as the case may be, and each of which is subject to and united with the other units under a Declaration, or Declaration in Conformity with any Law, if any.

d. "Common Charges"—The Common Charges shall be as described in the Declaration.

e. "Common Element"—The Common Element is an item in the Condominium that is owned by the Association and that is held in trust for the benefit of the Unit Owners Association.

(1) "Common Charges"—The Common Charges are the amounts paid by each Unit owner to the Unit Owners Association for the purposes stated in the Declaration.

(2) "Common Elements"—The Common Elements are the Common Elements owned by the Association and the Unit Owners Association.

(3) "Committee"—The Committee shall be the governing body of this Condominium, which shall be comprised of a number of members as determined by the Declaration, if any, and as provided in the Condominium Act or any requisite by-laws.

(4) "Common Interest"—The Common Interest is the proportionate, unrevoked interest of each Unit owner in the Common Elements.

(5) "Declarant"—The Declarant, as defined in the Declaration.

(6) "Declaration"—The Declaration is the instrument that creates the Condominium and sets forth the rights and obligations of the members.

(7) "Unit"—The Unit is the smallest portion of the Condominium that is owned by one owner or in conjunctive ownership, as the case may be, and each of which is subject to and united with the other units under a Declaration, if any, and as provided in the Condominium Act or any requisite by-laws.

(8) "Real Estate Taxes"—The Real Estate Taxes shall be as described in the Declaration.

42. Increase in Common Charges and Real Estate Taxes

A. Landlord shall pay to Landlord, as additional rent, any increase in Common Charges, Common Expenses and Association dues related to the Unit, which exceed those charges, expenses or dues payable on the date of this Lease.

B. Tenant shall pay to Landlord, as additional rent, any increase in the Real Estate Taxes (including all equivalent, and/or not and/or supplemental taxes and taxes assessed against the Unit as a whole for Real Estate Taxes) above the Real Estate Taxes assessed or imposed against the Unit (including but not limited to increases in assessed value or tax rate) for the fiscal year in effect on the commencement date of the Term of this Lease.

43. No Liability

A. Landlord, the Board of Managers, the Association and their respective agents, contractors and employees, shall not be liable for injury to any person, or for property damage sustained by Tenant, its licensees, invitees, guests, contractors and agents, or by any other person for any reason except for negligence of Landlord, the Board of Managers or the Association.

B. Tenant agrees to protect, indemnify and save harmless Landlord, the Board of Managers and the Association from all losses, costs, damages suffered by reason of any act or omission done or suffered by Tenant, or by any other person for any reason except for negligence of Landlord, the Board of Managers or the Association.

44. Automobiles

The use or storage of Tenant's or any other person's automobiles whether or not parked or being driven in or about the Building
parking area or garages, if any, shall at all times be at the sole risk of Tenant. Should any employee of the Condominium, at the request of Tenant or take part in the parking, moving or handing over of Tenant’s or any other person’s automobile or other property given to the custody of any employee for any reason whatsoever, that employee is considered the agent of Tenant or such other person and not of Landlord, the Condominium, the Board of Managers or the Association and none of them shall be liable to Tenant or to any other person for the acts or omission of any employee or for the loss of or damage to the automobile or any of its contents.

Any vehicle or personal property belonging to Tenant, which in the opinion of Landlord, the Association or Board of Managers is considered abandoned, shall be removed by Tenant within 1 day after delivery of written notice to Tenant. If Tenant does not remove it, Landlord or the Association may remove the property from the area at Tenant’s cost.

45. Garage Space

If a garage space is included in this Lease the fee that Tenant must pay Landlord appears in the box at the top of the first page of this Lease. It is payable as added rent. The number of the garage space will also appear in the box. If a garage space number does not appear Tenant states that no garage space is leased to Tenant.

46. Voting

The Lease relates solely to the use and occupancy of the Unit and as specifically stated. This Lease does not include the transfer or exchange of any voting rights nor is it to be construed as reducing Landlord’s sole right to vote without restriction, with respect to any matter related to the Unit.

47. No Affirmative Obligations of Landlord

Landlord is not obligated to provide or render any services whatsoever to the Tenant or perform any affirmative obligations under the terms of this Lease. Landlord is not liable for damages or otherwise in any event Tenant suffers as a result of any act committed or omitted to be performed by the Association, Board of Managers, or any other party. Landlord shall not be liable to Tenant, its successors, assigns or subtenants with respect to any of the affirmative obligations to be performed by any third party including the Association, Board of Managers, or any other party. Landlord will not be held responsible for any failure of performance. None of the terms of this Lease shall in any way be affected as a result of that failure. Landlord will use its reasonable efforts (provided at no expense to Landlord) in demanding the performance, by the party obligated, of its obligations under the applicable agreement including any obligation to provide services. Tenant agrees to indemnify and save Landlord harmless from and against any and all claims, liabilities or demands arising from the Declaration or other agreement related to any act, omission or negligence of Tenant.

Rider

Additional terms on page(s) initialed at the end by the parties is attached and made a part of this Lease.

Signatures, effective date  Landlord and Tenant have signed this Lease as of the above date. It is effective when Landlord delivers to Tenant a copy signed by all parties.

LANDLORD:


TENANT:


WITNESS


GUARANTY OF PAYMENT

Date of Guaranty

Guarantor and address

1. Reason for guaranty  I know that the Landlord would not rent the Unit to the Tenant unless I guarantee Tenant’s performance. I have also requested the Landlord to enter into the Lease with the Tenant. I have a substantial interest in making sure that the Landlord rents the Premises to the Tenant.

2. Guaranty  I guarantee the full performance of the Lease by the Tenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.

3. Changes in Lease have no effect. This Guaranty will not be affected by any change in the Lease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will bind me even if I am not a party to these changes.

4. Waiver of Notice  I do not have to be informed about any default by Tenant. I waive notice of nonpayment or other default.

5. Performance  If the Tenant defaults, the Landlord may require me to perform without first demanding that the Tenant perform.

6. Waiver of Jury Trial  I give up my right to trial by jury in any claim related to the Lease or this Guaranty.

7. Changes  This Guaranty can be changed only by written agreement signed by all parties to the Lease and this Guaranty.

Signature

GUARANTOR:

WITNESS:


EPA and HUD Lead Paint Regulations, Effective September 6, 1996

Landlords must disclose known lead-based paint and lead-based paint hazards of pre-1978 housing to tenants. Use the following BLUMBERG LAW PRODUCTS (800 LAW MART) to comply:

3140 Lead Paint Information Booklet  3141 Lead Paint Lease Disclosure Form

*December 6, 1996 for owners of 1 to 4 residential dwellings.

*For less than 100 days, 3-bedroom units, elderly and handicapped housing (unless children live there) and housing found to be lead-free by a certified inspector are excluded.
ANNUAL NOTICE

PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS

New York City law requires that tenants living in buildings with 3 or more apartments complete this form and return it to their landlord before February 15, each year. If you do not return this form, your landlord is required to visit your apartment to determine if children age 10 years or younger (under 11) live in your apartment. If young children live in your apartment, the law requires your landlord to inspect for and properly install window guards and to inspect for and safely repair peeling paint.

<table>
<thead>
<tr>
<th>Peeling Lead Paint</th>
<th>Window Guards</th>
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<tbody>
<tr>
<td><strong>By law</strong>, your landlord is required to inspect your apartment for peeling paint and other lead paint hazards at least once a year if a child age 6 years or younger (under 7) lives with you.</td>
<td><strong>By law</strong>, your landlord is required to install window guards in all your windows if a child age 10 or younger (under 11) lives with you, OR if you request them (even if no children live with you).</td>
</tr>
<tr>
<td>- You must notify your landlord in writing if a child under 7 comes to live with you during the year.</td>
<td>- ONLY windows that open to fire escapes, and one window in each first floor apartment when there is a fire escape on the outside of the building, are legally exempt from this requirement.</td>
</tr>
<tr>
<td>- If a child under 7 lives with you, your landlord must inspect your apartment and provide you with the results of these paint inspections.</td>
<td>- <strong>It is against the law</strong> for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed.</td>
</tr>
<tr>
<td>- <strong>Always report peeling paint to your landlord. Call 311 if your landlord does not respond.</strong></td>
<td>- Window guards should be installed so there is no space greater than 4½ inches above or below the guard, on the side of the guard, or between the bars.</td>
</tr>
<tr>
<td>- Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards.</td>
<td>These requirements apply to buildings with 3 or more apartments built before 1960. They also apply to buildings built between 1960 and 1978 if the landlord knows that lead paint is present.</td>
</tr>
</tbody>
</table>

Please check all that apply.

- [ ] A child age 6 years or younger (under 7) lives in my apartment.
- [ ] A child age 10 years or younger (under 11) lives in my apartment and:
  - [ ] Window guards are installed in all windows as required.
  - [ ] Window guards need installation or repair.
  - [ ] Window guards are NOT installed in all windows as required.
- [ ] No child age 10 years or younger (under 11) lives in my apartment:
  - [ ] I want window guards installed anyway.
  - [ ] I have window guards, but they need repair.

Signature __________________________ Telephone Number __________________________ Date ____________

Deadline for return: February 15, 2009

PLEASE RETURN THIS FORM TO: MAXWELL-KATES, INC.
9 EAST 36TH STREET
6TH FLOOR
NEW YORK, NEW YORK 10016

Call 311 for more information on preventing window falls and lead poisoning.

PRINT ADDRESS: ____________________________________________________________
                                                                                   ____________________________________________________________
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

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

LESSOR'S DISCLOSURE (LESSOR MUST INITIAL (i) or (ii) IN SECTION (a) and (b)).

(a) Presence of Lead-based paint and/or lead-based paint hazards (INITIAL (i) or (ii) BELOW):

(i) Known lead-based paint and/or lead-based paint hazards are present in the housing. (EXPLAIN)

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

(b) Records and reports available to the lessee (CHECK (i) or (ii) BELOW):

(i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing. (LIST DOCUMENTS BELOW)

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

LESSOR'S ACKNOWLEDGMENT (INITIAL)

(iii) Lessor has received copies of all information listed above and lessee has received the pamphlet "Protect Your Family from Lead in Your Home".

AGENT'S ACKNOWLEDGMENT (INITIAL)

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

CERTIFICATION OF ACCURACY

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

<table>
<thead>
<tr>
<th>Lessor</th>
<th>Date</th>
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<td>Agent</td>
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