Thank you for your interest in The Horizon Condominium — 415 East 37th Street,

Enclosed is your Lease Application. Please read all pages carefully and make sure to complete the application in its entirety. Applications that are incomplete or missing any documentation will not be accepted for processing and will be returned to the applicant.

Please complete and forward the application, along with required documents and fees, directly to Maxwell Kates, Inc for processing.

For your convenience, a digital copy of this application is available on our website www.maxwellkates.com.

If you have any questions regarding your application or interview procedures, please contact the Transfer Department at Maxwell Kates on (212) 684-8282.

Sincerely,
Transfer
Department
THE HORIZON CONDOMINIUM - Required Documents & Important Information

The following is a list of the items that you are required to submit for the board to review your application. Please be sure to provide all the information requested. Applications received that are missing ANY of the following items will NOT be accepted for processing and will be returned to the applicant.

Important Information (please read carefully before completing your application)

Please submit one (1) original set of the completed application package. Please make sure that application packages contain ALL required documentation. All documents should be provided as single sided (NOT printed on both sides), and be free of any staples or small paper clips. Required documents may be separated by dividers. Please note that documents will not be returned and that the applicant is advised to retain a copy for their records.

1. No application will be considered by the board until the unit owner is current on all obligations to the condominium corporation.
2. The Board of Managers may request additional information and/or documentation to support the information provided with the application.

Complete & Return the Following Forms Provided

1. Lease Application (5 pages)
   MUST BE COMPLETED IN ITS ENTIRETY & SIGNED. APPLICATION WILL NOT BE REVIEWED IF SECTIONS ARE LEFT BLANK.
   MUST BE TYPED OR PRINTED LEGIBLY IN BLACK OR BLUE INK

2. Lease Application Fees Acknowledgement Form (1 page)
   MUST BE SIGNED BY APPLICANT(S).

3. Credit Report Authorization Form (1 page)
   MUST INCLUDE SOCIAL SECURITY NUMBER AND US RESIDENTIAL ADDRESS (NO P.O. BOXES)
   MUST BE TYPED OR PRINTED LEGIBLY IN BLACK OR BLUE INK

4. House Rules Acknowledgement Form (1 page)
   MUST BE SIGNED BY APPLICANT(S).

5. Lead Paint and/or Lead-Based Paint Hazards Disclosure (1 page)
   MUST BE SIGNED AND INITIALED BY ALL PARTIES (LESSOR, LESSEE, AND AGENT(S) IF APPLICABLE)

6. Window Guards Notice (1 page)
   MUST BE SIGNED BY APPLICANT(S).

7. Bed Bug Affidavit (1 page)
   MUST BE SIGNED BY BOTH UNIT OWNER AND TENANT.

8. Sprinkler Disclosure Rider (1 page)
   MUST BE SIGNED BY BOTH UNIT OWNER AND TENANT.
Provide the Following Documentation

☐ 1. Copy of Lease, including all riders if applicable (Blumberg Form #A101)

☐ 2. Photocopy of Valid Government Issued Photo I.D. for ALL Adult Occupants

☐ 3. Rider A to Lease Agreement Form (1 page)
   MUST BE SIGNED BY OWNER AND APPLICANT(S).

☐ 4. Rider B to Lease Agreement Form (1 page)
   MUST BE SIGNED BY OWNER AND APPLICANT(S).

☐ 5. Notification of Legal Mailing Address for Unit Owners Form (1 page)
   MUST BE SIGNED BY OWNER(S)

☐ 6. Pet Acknowledgement Form (1 page)
   MUST BE SIGNED BY APPLICANT(S).

☐ 7. Pet Rider #1 Form (1 page)
   MUST BE SIGNED BY APPLICANT(S).

Additional Information (for your review only, please DO NOT return)

1. House Rules and Policies
2. "Protect Your Family from Lead in Your Home" EPA Pamphlet.

Address for Delivery of Application Packages

Please submit all completed application packages, along with fees, directly to:

Maxwell Kates, Inc.
Attn: Transfer Department
9 East 38th Street, 6th Floor
New York, NY 10011.

All inquiries concerning applications and interview procedures should be directed to the Transfer Department at Maxwell Kates (212) 684-8282.
THE HORIZON CONDOMINIUM - Lease Application Fees Acknowledgement

The following is the schedule of fees required with the submission of all applications. All checks can be personal checks unless otherwise noted.

Fees Due Up on Submission

1. **$750.00** Application Processing Fee (non-refundable)  Payable to: MAXWELL KATES, LLC
2. **$150.00** Credit Check Fee/per person (non-refundable)  Payable to: MAXWELL KATES, LLC
3. **$100.00** Building Review Fee (non-refundable)  Payable to: THE HORIZON CONDOMINIUM
4. **$350.00** Move-In Fee by tenant (non-refundable)  Payable to: THE HORIZON CONDOMINIUM
5. **$750.00** Move-In Deposit by tenant (refundable)  Payable to: THE HORIZON CONDOMINIUM

**Note- Criminal background checks must be conducted on all occupants and guarantors- please complete the information on the Credit Report Authorization Form.**

AUTHORIZATION OF ELECTRONIC DEBIT:

You are hereby on notice that all checks submitted to this office can be processed electronically, at first presentment and any re-presentments, by transmitting the amount of the check, routing number, account number and check serial number to your financial institution. By submitting a check for payment, you are authorizing us to initiate an electronic debit from your bank or asset account as early as the same day the check is received in our office. Please note that you will not receive a cancelled check with your bank or asset account statement with respect to any checks processed electronically, but such amounts will appear as debits on the statement issued by your bank or asset account.

Fees Acknowledgement

/We hereby acknowledge that all fees paid pursuant to this application are non-refundable, unless otherwise noted.
# Condominium Lease Application Information

Building Address: ___________________________ Apt #: __________

Monthly Rent: ___________________________ Annual Rent: ___________________________

Security Deposit: ___________________________ Length of Lease: ___________________________

Lease Start Date: ___________________________ Lease End Date: ___________________________

Special Conditions (if any): ___________________________________________________________________

---

## Unit Owner(s)/Landlord

Primary Unit Owner: ___________________________________________________________________

Additional Unit Owner: ___________________________________________________________________

Present Address: ___________________________________________________________________

City: __________ State: __________ Zip: __________

Forwarding Address: ___________________________________________________________________

City: __________ State: __________ Zip: __________

Phone: ___________________________________________________________________

Cell: ___________________________________________________________________

Email: ___________________________________________________________________

Landlord’s Broker (if any): ___________________________________________________________________

Phone: ___________________________________________________________________

Email: ___________________________________________________________________

---

## Applicant(s) / Tenant(s)

Applicant Name: ___________________________________________________________________

SS#: ___________________________________________________________________

Phone: ___________________________________________________________________

Cell: ___________________________________________________________________

Email: ___________________________________________________________________

Co-Applicant Name: ___________________________________________________________________

SS#: ___________________________________________________________________

Phone: ___________________________________________________________________

Cell: ___________________________________________________________________

Email: ___________________________________________________________________

Applicant’s Broker (if any): ___________________________________________________________________

Phone: ___________________________________________________________________

Email: ___________________________________________________________________

---

## Condominium Corporation

Condo Corporation Name: ___________________________________________________________________

Address for Notices: ___________________________________________________________________

City: __________ State: __________ Zip: __________

c/o (Managing Agent): ___________________________________________________________________
Residence History

Applicant

Present Address: ___________________________ City: ___________________________ State: _______ Zip: _____________
Length of Residency: ______________________ Monthly Rent / Mortgage Payment: _______________________
Landlord / Managing Agent: ______________________ Phone: ______________________ Fax: _____________
If owned, list Mortgage Lender and Account Number: _______________________________________________________

Previous Address: ___________________________ City: ___________________________ State: _______ Zip: _____________
Length of Residency: ______________________ Monthly Rent / Mortgage Payment: _______________________
Landlord / Managing Agent: ______________________ Phone: ______________________ Fax: _____________
If owned, list Mortgage Lender and Account Number: _______________________________________________________

Co-Applicant

Present Address: ___________________________ City: ___________________________ State: _______ Zip: _____________
Length of Residency: ______________________ Monthly Rent / Mortgage Payment: _______________________
Landlord / Managing Agent: ______________________ Phone: ______________________ Fax: _____________
If owned, list Mortgage Lender and Account Number: _______________________________________________________

Previous Address: ___________________________ City: ___________________________ State: _______ Zip: _____________
Length of Residency: ______________________ Monthly Rent / Mortgage Payment: _______________________
Landlord / Managing Agent: ______________________ Phone: ______________________ Fax: _____________
If owned, list Mortgage Lender and Account Number: _______________________________________________________

Employment Information

Applicant

Employer: ___________________________ Phone: ___________________________ Fax: _______________________
Business Address: ___________________________ City: ___________________________ State: _______ Zip: _____________
Length of Employment: _______________________ Annual Income: ______________________

Co-Applicant

Employer: ___________________________ Phone: ___________________________ Fax: _______________________
Business Address: ___________________________ City: ___________________________ State: _______ Zip: _____________
Length of Employment: _______________________ Annual Income: ______________________
**Business / Professional References**

<table>
<thead>
<tr>
<th>Applicant</th>
<th>Co-Applicant</th>
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<tbody>
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<td>1. Name:</td>
<td>1. Name:</td>
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<tr>
<td>Company:</td>
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| 2. Name:  | 2. Name:     |
| Company:  | Company:     |
| Address:  | Address:     |
| Title / Position: | Title / Position: |
| Phone:    | Phone:       |

**Personal References**

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<th>Applicant</th>
<th>Co-Applicant</th>
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<td>1. Name:</td>
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<td>Address:</td>
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<td>Relationship to Applicant:</td>
<td>Relationship to Applicant:</td>
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<td>Phone:</td>
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| 2. Name:  | 2. Name:     |
| Address:  | Address:     |
| Relationship to Applicant: | Relationship to Applicant: |
| Phone:    | Phone:       |

**Bank References**

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<thead>
<tr>
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<th>Co-Applicant</th>
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<td>Checking Account #:</td>
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<td>Savings Account #:</td>
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<td>Bank:</td>
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**Additional Information**

Please list the name, relationship and Social Security Number of each person who will reside in the apartment (be sure to include yourself as a proposed occupant(s)).

<table>
<thead>
<tr>
<th>Name</th>
<th>Relationship</th>
<th>Social Security No.</th>
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</table>
Additional Information [cont]

Please answer the following: (If any of these questions are answered "YES", please provide details in the space provided or attach additional pages if needed)

1. Do the applicants own any Real Property or Co-operative Apartments?  ☐ YES  ☐ NO
   (Lender address: ___________________________  Balance of Loan: ___________________________  Current Market Value: ___________________________)

2. Are you now, or in the past five (5) years have you been, privy to any lawsuits or other legal actions?  ☐ YES  ☐ NO
   Please describe: ____________________________________________________________

3. Has the applicant(s) and/or occupant(s) ever been convicted of a felony?  ☐ YES  ☐ NO
   Please describe: ____________________________________________________________

4. Are there any outstanding judgments against you?  ☐ YES  ☐ NO
   Please describe: ____________________________________________________________

5. Is either the Applicant or Co-Applicant obliged to pay Alimony, Child Support, or Separate Maintenance?  ☐ YES  ☐ NO
   Please describe: ____________________________________________________________

6. Is either the Applicant or Co-Applicant party in a lawsuit?  ☐ YES  ☐ NO
   Please describe: ____________________________________________________________

7. Do you plan to keep any pets in this apartment?  ☐ YES  ☐ NO
   Please describe (species/breed/weight/age/etc.): ____________________________

8. Do you plan to play any musical instruments in this apartment?  ☐ YES  ☐ NO
   Please describe: ____________________________________________________________

Representations / Authorizations

The undersigned applicant(s) understand(s) that the consent of the condominium board is required under the terms of the bylaws to the proposed lease thereof and that the board of managers will rely on the information furnished above. The undersigned applicant(s) also agree(s) to meet in person with representatives of the corporation. Applicant(s) understand(s) that the corporation reserves the right to request further information from the Applicant(s). The condominium corporation, its officers, agents, and board of directors shall have no liability with respect to any matter or concerning any act of the unit in connection with any contact contemplated herein.

This application is submitted on behalf of the current unit owner(s) listed on this application and are to whom the condominium corporation will respond. The applicant(s) understand(s) that he has no contractual or other relationship with the condominium corporation and any claims are limited solely to the unit owner.

The unit owner(s) and applicant(s) represent to the condominium corporation, its board of managers, officers, and agents that the applicant(s) are leasing the premises for the purpose of occupying same as a principal residence. The applicant(s)/represent(s) that he will not allow any person or persons to occupy the premises except in accordance with the provisions of the lease, by-laws, and rules and regulations of the condominium corporation as same may be amended from time to time. The applicants further represent(s) that the premises will be occupied only by those persons listed on this application. Said representations will survive the entire lease period and any subsequent lease periods.

All the representations and statements made by the unit owner(s) and applicant(s) and made with full knowledge that they will be relied upon by the condominium corporation, its board of managers, officers, and agents in connection with the application of the unit owner(s) and applicant(s) represent(s) that they are familiar with the lease, the by-laws, and rules and regulations of the condominium corporation, as some have been amended and will comply with all the provisions thereof. The condominium corporation, its board of managers, officers, and agents may rely upon this representation.

Applicant's Signature: ___________________________ Date: ___________________________

Co-Applicant's Signature: ___________________________ Date: ___________________________

Unit Owner's Signature: ___________________________ Date: ___________________________

The undersigned authorizes the condominium corporation or its agents to retain a credit reporting agency. This agency may obtain, prepare, and furnish credit reports on my/our character, general reputation, personal characteristics, and mode of living. (The above complies with Section 606 of the Fair Credit Reporting Act.)

Applicant's Signature: ___________________________ Date: ___________________________

Co-Applicant's Signature: ___________________________ Date: ___________________________
Guarantor Information (if required)

Please complete this section if you will be having a third party guarantee your full performance of the Lease.

Guarantor: _______________________________  SSN: _______________________________

Phone: _______________________________  Cell: _______________________________  Email: _______________________________

Current Address: _______________________________  City: _______________________________  State: ______  Zip: ______

Employer: _______________________________  Phone: _______________________________  Fax: _______________________________

Business Address: _______________________________  City: _______________________________  State: ______  Zip: ______

Length of Employment: _______________________________  Annual Income: _______________________________

Relationship to Applicant(s): _______________________________

Any individual acting as a guarantor will need to provide the following supporting documentation:

1. Credit Report Authorization (and applicable fee)

Representations / Authorizations

The undersigned applicant(s) understand(s) that the consent of the condominium board is required under the terms of the bylaws to the proposed lease thereof and that the board of managers will rely on the information furnished above. The undersigned applicant(s) also agree(s) to meet in person with representatives of the corporation. Applicant(s) understand(s) that the corporation reserves the right to request further information from the Applicant(s). The condominium corporation, its officers, agents, and board of directors shall have no liability with respect to any matter or concerning any act of the unit in connection with any contact contemplated herein.

This application is submitted on behalf of the current unit owner(s) listed on this application and are to whom the condominium corporation will respond. The applicant(s) understand(s) that he has no contractual or other relationship with the condominium corporation and any claims are limited solely to the unit owner.

The unit owner(s) and applicant(s) represent to the condominium corporation, its board of managers, officers, and agents that the applicant(s) are leasing the premises for the purpose of occupying same as a principal residence. The applicant(s) represent(s) that he will not allow any person or persons to occupy the premises except in accordance with the provisions of the lease, bylaws, and rules and regulations of the condominium corporation as same may be amended from time to time. The applicant(s) further represent(s) that the premises will be occupied only by those persons listed on this application. Said representations will survive the entire lease period and any subsequent lease periods.

All the representations and statements made by the shareholder(s) and applicant(s) are made with full knowledge that they will be relied upon by the condominium corporation, its board of managers, officers, and agents in connection with the application of the unit owner(s) and applicant(s) represent(s) that they are familiar with the lease, the by-laws, and rules and regulations of the condominium corporation, as same have been amended and will comply with all the provisions thereof. The condominium corporation, its board of managers, officers, and agents may rely upon this representation.

The undersigned authorizes the condominium corporation or its agents to retain a credit reporting agency. This agency may obtain, prepare and furnish credit reports on my/our character, general reputation, personal characteristics, and mode of living. (The above complies with Section 606 of the Fair Credit Reporting Act.)

Guarantor's 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 NYCCS 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.
The Horizon Condominium
415 East 37th Street
New York, New York 10016

RE: Apartment#________________

This is to advise that I/We have read the House Rules of The Horizon Condominium and agree to abide by same.

________________________________________
Purchaser/Tenant

________________________________________
Purchaser/ Tenant

Date: _________________________________
Disclosure of information on Lead-based Paint and/or Lead-Based Paint Hazards

Property Address: ____________________________________________________________

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. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor’s Disclosure

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

   __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________

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

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

   __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________

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

Lessee’s Acknowledgment (initial)

(c) ___ Lessee has received copies of all information listed above.

(d) ___ Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

Agent’s Acknowledgment (initial)

(e) ___ Agent has informed the lessor of the lessor’s obligations under 42 U.S.C. 4852(d) 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.

____________________________________________________________________________
LESSEE

DATE

CO-LESSEE

DATE

____________________________________________________________________________
AGENT

DATE

AGENT

DATE
Notice to Tenant or Occupant

WINDOW GUARDS REQUIRED

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

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

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

OR

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

It is a violation of law to refuse, interfere with installation, or remove window guards where required, or to fail to complete and return this form to your landlord.

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 even though I have no children 10 years of age or younger

Tenant’s Name: ____________________________________________________________

(Print)

Tenant’s Signature: ___________________________ Date: __________

Tenant’s Address: __________________________________ Apt #: ___________

RETURN THIS FORM TO:

FOR FURTHER INFORMATION CALL:
Window Falls Prevention Program (212) 676-2158
New York City Department of Health
125 Worth Street, Room 222A
New York, NY 10013
NOTICE TO TENANT
DISCLOSURE OF BEDBUG INFESTATION HISTORY

Pursuant to the NYC Housing Maintenance Code, an owner/managing agent of residential rental property shall furnish to each tenant signing a vacancy lease a notice that sets forth the property's bedbug infestation history.

Name of tenant(s):

Subject Premises:

Apt. #:

Date of vacancy lease:

BEDBUG INFESTATION HISTORY
(Only boxes checked apply)

[ ] There is no history of any bedbug infestation within the past year in the building or in any apartment.

[ ] During the past year the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the ________________ floor(s).

[ ] During the past year the building had a bedbug infestation history on the ________________ floor(s) and it has not been the subject of eradication measures.

[ ] During the past year the apartment had a bedbug infestation history and eradication measures were employed.

[ ] During the past year the apartment had a bedbug infestation history and eradication measures were not employed.

[ ] Other: ________________________________________________________________

Signature of Tenant(s): __________________________________ Dated: ________________

Signature of Owner/Agent: __________________________________ Dated: ________________
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 Premises")

Date of Lease: ________________________________

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 date on which the Sprinkler System was maintained and inspected was on ____________

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)).

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: ____________
STANDARD FORM OF CONDOMINIUM APARTMENT LEASE
THE REAL ESTATE BOARD OF NEW YORK, INC.

PREAMBLE: This Lease contains the agreements between You and Owner concerning the rights and obligations of each party. You and Owner have other rights and obligations which are set forth in government laws and regulations.

You should read this Lease carefully. If you have any questions, or if you do not understand any words or statements, get clarification. Once You and Owner sign this Lease, You and Owner will be presumed to have read it and understood it. You and Owner admit that all agreements between You and Owner have been written into this Lease except for obligations arising under the Condominium Documents (as defined in Article 4). You understand that any agreements made before or after this Lease was signed and not written into it will not be enforceable.

THIS LEASE is made as of __________ month __________ day __________ year ________ between

Owner, the Lessor,
whose address is __________________________
and
You, the Lessee,
whose address is __________________________

1. APARTMENT AND USE

Owner agrees to lease to You Condominium Unit __________________________ (the “Apartment”) on the floor in the condominium apartment building at __________________________, Borough of __________________________, City and State of New York, which is known as the __________________________ Condominium (the "Condominium"). You shall use the Apartment for living purposes only. The Apartment may be occupied only by You and the following Permitted Occupants:

You acknowledge that: (i) this Lease may not commence until the Condominium has waived any first refusal rights that it may have with respect to this Lease, and (ii) no other person other than You and the Permitted Occupants may reside in the Apartment without the prior written consent of the Owner and the Condominium.

2. LENGTH OF LEASE

The term (that means the length) of this Lease will begin on __________ month __________ day __________ year __________ and will end on __________ month __________ day __________ year __________. If you do not do everything You agree to do in this Lease, Owner may have the right to end this Lease before the ending date. If Owner does not do everything that Owner agrees to do in this Lease, You may have the right to end the Lease before the ending date. You acknowledge that the term of this Lease may be reduced as authorized by Article 6.

3. RENT

Your monthly rent for the Apartment is __________. You must pay Owner the rent, in advance, on the first day of each month at __________, the address where Owner informs you of written notice. You must pay the first month’s rent to Owner when You sign this Lease if the Lease begins on the first day of the month. If the Lease begins after the first day of the month, You must pay when You sign this Lease: (i) the rent for the remaining days of the month, and (ii) the full rent for the next full calendar month.

4. CONDOMINIUM DOCUMENTS

This Lease shall be subject and subordinate to, (i) the Declaration of Condominium; (ii) the Rules and Regulations of the Condominium (which are sometimes called House Rules); and (iii) the By-Laws of the Condominium. (The Declaration, the Rules and Regulations and the By-Laws of the Condominium and all amendments thereto, including any amendments subsequent to the date hereof, are collectively called the “Condominium Documents”). In the event of any inconsistency between the provisions of this Lease and the Condominium Documents, the provisions of the Condominium Documents shall govern and be binding.

You and the Permitted Occupants of the Apartment shall faithfully observe and comply with the Condominium Documents, other than the provisions of the Condominium Documents required to be performed by Owner (which include the payment of common charges for the Apartment to the Condominium). You and the Permitted Occupants of the Apartment shall not undertake any action which, if performed by Owner, would constitute a violation of the Condominium Documents. You have reviewed the Condominium Documents or waived their examination.

5. SECURITY DEPOSIT

You are required to give Owner the sum of __________ when You sign this Lease as a security deposit, which is called in law a trust. Owner will deposit this security in __________, New York. This security account shall not bear interest.

If you carry out all of your agreements in this Lease and if you move out of the Apartment and return it to Owner in the same condition it was in when you first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty through no fault of your own, Owner will return to you the full amount of your security deposit within 60 days after this Lease ends. However, if you do not carry out all your agreements in this Lease, Owner may keep all or part of your security deposit which has not yet been paid to you necessary to pay Owner for any taxes incurred, including unpaid assessments.

If Owner sells the Apartment, Owner will turn over your security deposit to Owner or to the person buying the Apartment within 5 days after the sale. Owner will then notify You, by registered or certified mail, of the name and address of the person or company to whom the deposit has been turned over. In such case, Owner will have no further responsibility to You for the security deposit. The new owner will become responsible to You for the security deposit.

6. IF YOU ARE UNABLE TO MOVE IN

A situation could arise which might prevent Owner from allowing You to move into the Apartment on the beginning date set in this Lease. If this happens for reasons beyond Owner’s reasonable control, including the failure to obtain a waiver of any first refusal right that the Condominium may have with respect to this Lease prior to the beginning date, Owner will not be responsible for your damages or expenses and this Lease will remain in effect. However, in such case, the Lease will start on the date you can move in; the ending date of this Lease as specified in Article 2 will remain the same. You will have to pay rent until the move-in date. Owner gives You by
written notice, or the date You move in, whichever is earlier. If Owner does not give You notice that the move-in date is within 30 days after the beginning date of the term of this Lease as stated in Article 2, this Lease shall be canceled and all prepaid rent and security deposit shall be promptly returned to You.

7. CAPTIONS

In any dispute arising under this Lease, In the event of a conflict between the text and a caption, the text controls.

8. WARRANTY OF HABITABILITY

A. All of the sections of this Lease are subject to the provisions of the Warranty of Habitability Law in the form it may have from time to time during this Lease. Nothing in this Lease can be interpreted to mean that You have given up any of your rights under that law. Under that law, Owner agrees that the Apartment is fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.

B. You will do nothing to interfere with the Condominium’s efforts to provide You and all other occupants of the Condominium with the required facilities and services. Any condition caused by Your misconduct or the misconduct of anyone under Your direction or control shall not be a breach by Owner.

9. CARE OF YOUR APARTMENT; END OF LEASE-MOVING OUT

A. You will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. You will move out on or before the ending date of this Lease and leave the Apartment in good order and in the same condition as it was when You first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of your own.

B. When the Lease ends, You must remove all of your movable property. You must also remove at your own expense, any wall covering, bookcases, cabinetry, mirrors, painted murals or any other installation or attachment. You may have installed in the Apartment, even if it was done with Owner’s consent. If the Condominium imposes any “move-out” deposits or fees, You shall pay any such deposit or fee when requested by the Condominium. You must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. You have not moved out until all persons, furniture and other property of yours is also out of the Apartment. If you property remains in the Apartment after the Lease ends, Owner may either treat You as still in occupancy and charge You for, or may consider that You have given up the Apartment and any property remaining in the Apartment. In this event, Owner may dismiss the property or store it at your expense. You agree to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Lease.

10. CHANGES AND ALTERATIONS TO APARTMENT

You cannot build in, add to, change or alter, the Apartment in any way, including wallpapering, painting, repainting, or other decorating, without first obtaining the prior written consent of Owner and, if required under the Condominium Documents, the Condominium. Without Owner’s and/or the Condominium’s prior written consent, You cannot install or use any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electric equipment which, in Owner’s and/or the Condominium’s opinion, will overload the existing wiring installations in the Condominium or infringe with the use of such electrical wiring facilities by other occupants of the Condominium. Also, You cannot place in the Apartment any furniture.

11. YOUR DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND RULES

A. GOVERNMENT LAWS AND ORDERS. You will obey and comply (i) with all present and future city, state and federal laws and regulations which affect the Condominium or the Apartment, and (ii) with all orders and regulations of insurance rating organizations which affect the Apartment and the Condominium. You will not allow any windows in the Apartment to be cleaned from the outside unless the prior written consent of the Condominium is obtained.

B. CONDOMINIUM’S RULES AFFECTING YOU. You will obey all of the Condominium Documents other than the provisions of the Condominium Documents required to be performed by Owner.

C. YOUR RESPONSIBILITY. You are responsible for the behavior of yourself, the Permitted Occupants of the Apartment, your servants and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because You, the Permitted Occupants of the Apartment, servants or people visiting the Apartment, have not obey government laws and orders, the Condominium Documents or this Lease.

12. OBJECTIONABLE CONDUCT

You, the Permitted Occupants of the Apartment, servants or people visiting the Apartment will not engage in objectionable conduct at the Condominium. Objectionable conduct means behavior which makes or will make the Apartment or the Condominium less fit to live in for You or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartments, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other occupants of the Condominium. Objectionable conduct by You gives Owner the right to end this Lease.

13. SERVICES AND FACILITIES

A. REQUIRED SERVICES. The Condominium will provide cold and hot water and heat, as required by law, repairs to the Apartment, as required by the Condominium Documents, elevator service if the Condominium has elevator equipment, and the utilities, if any, included in the rent, as set forth in subparagraph B. You are not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.

B. The following utilities are included in the rent.

C. ELECTRICITY AND OTHER UTILITIES. If the Condominium provides electricity or gas for a separate, submetered charge, your obligations to the Condominium and/or Owner are described in a rider attached to this Lease. If electricity or gas is not included in the rent and is not charged separately by the Condominium and/or Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service and cable television service if the cost of any such service is not included in the rent.

D. APPLIANCES. Appliances supplied by Owner in the Apartment are for your use. They are in good working order on the date hereof and will be maintained and repaired or replaced by Owner, but if repairs or replacement are made necessary because of your negligence or misuse, You will pay Owner for the cost of such repair or replacement as additional rent.

E. FACILITIES. If the Condominium permits Owner to use any storage room, storage bin, laundry or any other facility located in the Condominium but outside of the Apartment, and provided such use is transferable to You by Owner pursuant to the Condominium Documents, the use of any such facility will be furnished to You free of charge and at your own risk. You will operate at your expense any coin operated appliances located in any such facility.

14. LIABILITY TO PROVIDE SERVICES

Because of a strike, labor, trouble, national emergency, repairs, or any other cause beyond Owner’s and the Condominium’s
reasonable control, Owner and the Condominium may not be able to provide or may be delayed in providing any services or in making any repairs to the Apartment or the Condominium, in any of these events, any rights you may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs.

15. ENTRY TO APARTMENT

During reasonable hours and with reasonable notice, except in emergencies, Owner, Owner's representatives and agents or employees of the Condominium may enter the Apartment for the following reasons:
A. To inspect, repair, maintain and improve the Apartment;
B. To make any repairs, alterations or improvements to the Apartment or the Condominium;
C. To show the Apartment to persons who may wish to become owners of the Apartment or may be interested in lend money to Owner.

C. For two months before the end of the Lease, to show the Apartment to persons who wish to lease it.
D. If, during the last three months of the Lease, you have moved out and removed all or almost of your property from the Apartment, Owner may enter to make changes, repairs or redecorations. Your rent will not be reduced for that month and this Lease will not be ended by Owner's entry.

E. If, at any time, you are not personally present to permit Owner, Owner's representatives or the agents and employees of the Condominium, to enter the Apartment and why is necessary or allowed by law, under the Condominium Documents or this Lease, Owner, Owner's representatives or the agents and employees of the Condominium may enter the Apartment. Owner, Owner's representatives or the agents and employees of the Condominium may enter the Apartment by force in an emergency. Owner will not be responsible to you, unless during this entry, any authorized party is negligent or misconduct.

16. ASSIGNING; SUBLETTING; ABANDONMENT

A. Assigning and Subletting. You cannot assign this Lease or sublet the Apartment. You acknowledge that Owner may refuse any request made by you to assign this Lease or to sublet the Apartment for any reason or no reason.
B. Abandonment. If you move out of the Apartment (abandonment) before the end of this Lease, you may not end this Lease. You will remain responsible to pay Owner for each monthly payment of rent as it becomes due until the end of the Lease. In case of abandonment, your responsibility for rent will end only if Owner chooses to end this Lease for default as provided in Article 17.

17. DEFAULT

A. You default under the Lease if you act in any of the following ways:
(i) You fail to pay any amount of rent as it becomes due within 10 days of the due date.
(ii) You fail to any of the following: pay any of the term of this Lease, or, if you default in any one of these ways, other than a failure to pay rent, Owner may serve you with a written notice to stop and correct the default within 10 days. You must then either stop or correct the default within 10 days, or, if you default in any one of these ways, other than a failure to pay rent, Owner may serve you with a written notice to stop and correct the default within 10 days.
B. If, if you do not serve on or before the due date, Owner will give you a second written notice that this Lease will end 30 days after the date the second written notice is sent to you. At the end of the 30-day period, this Lease will end. You must move out of the Apartment. Even though this Lease ends, you will remain liable to Owner for unpaid rent up to the end of the Lease, and if you do not pay the rent when this Lease requires it or if you do not pay the rent when this Lease requires it, Owner may enter the Apartment and remove any of your personal property.
C. You must pay the rent when this Lease requires it or if you do not pay the rent when this Lease requires it, Owner may enter the Apartment and remove any of your personal property.
D. You may not pay the rent when this Lease requires it or if you do not pay the rent when this Lease requires it, Owner may enter the Apartment and remove any of your personal property.
E. You must pay the rent when this Lease requires it or if you do not pay the rent when this Lease requires it, Owner may enter the Apartment and remove any of your personal property.
F. You must pay the rent when this Lease requires it or if you do not pay the rent when this Lease requires it, Owner may enter the Apartment and remove any of your personal property.

18. REMEDIES OF OWNER AND YOUR LIABILITY

A. If this Lease is ended by Owner because of your default, the following are the rights and obligations of Owner:
A. You must pay the rent until the end of the Lease, and thereafter, you must pay an amount equal to the rent that the law calls "use and occupancy" until you vacate the Apartment.
B. You must pay the rent until the end of the Lease, and thereafter, you must pay an amount equal to the rent that the law calls "use and occupancy" until you vacate the Apartment.
C. You must pay the rent until the end of the Lease, and thereafter, you must pay an amount equal to the rent that the law calls "use and occupancy" until you vacate the Apartment.
D. Owner's expenses for the payment of the rent in good condition for re-rental; and
E. Owner's expenses for the payment of the rent in good condition for re-rental; and

19. ADDITIONAL OWNER REMEDIES

A. If you do not do everything that you have agreed to do, or if you do anything which shows that you intend not to do what you agreed to do, Owner may (at your cost) file a lawsuit to recover the damages which result from your breach.
B. You only have to return the Apartment to Owner in the condition in which it is at the end of the Lease, including any improvements.
C. You only have to return the Apartment to Owner in the condition in which it is at the end of the Lease, including any improvements.

20. FEES AND EXPENSES

A. You must reimburse Owner for any of the following fees and expenses incurred by Owner:
(i) Making any repairs to the Apartment or the Condominium, excluding any appliances in the Apartment, which result from
misuse or negligence by You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You;

(iii) A breach of any agreements or rules of the Association or the Condominium which You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You have caused;

(iv) Preparing the Apartment for the next tenant if You move out of the Apartment before the Lease ending date without prior written consent;

(v) Any legal fees and disbursements for legal actions or proceedings brought by Owner against You because of a default by You for defending lawsuits brought against Owner because of the actions of You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You (unless it is impossible);

(vi) Any miscellaneous charges payable to the Condominium for services You requested that are not required to be furnished You under this Lease for which You have failed to pay the Condominium and which Owner has paid;

(vii) All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Lease or the Condominium Documents by You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You.

These fees and expenses shall be paid by You to Owner as an additional rent within 30 days after You receive Owner's bill or statement. If this Lease has ended when these fees and expenses are incurred, You will still be liable to Owner for the same amount as damages.

B. Owner agrees that unless subparagraph (vii) of subparagraph 20 A has been stricken out of this Lease, You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You have the right to collect reasonable legal fees and expenses incurred in a successful defense by You of a lawsuit brought by Owner against You or brought by Owner against You to the extent provided by Real Property Law Section 234.

C. You shall pay the Condominium on demand for the cost of any miscellaneous charges payable to the Condominium for services You requested that are not required to be furnished You under this Lease.

21. PROPERTY LOSS, DAMAGES OR INCONVENIENCE

Unless caused by the negligence or misconduct of Owner, Owner's representatives or the agents and employees of the Condominium or the Condominium, any loss or damage to Your property in the Apartment or the Condominium due to any accidental or intentional cause, even a theft or another crime committed in the Apartment or elsewhere in the Condominium, (ii) any loss of or damage to your property delivered to any agent or employee of the Condominium or an independent contractor, produced, maintained, etc., or (iii) any damage or inconvenience caused to You by actions, negligence or violations of lease or the Condominium Documents made by any tenant or person in the Condominium except to the extent required by law.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or on behalf of the Condominium. Owner will not be liable for any such interference on a permanent basis caused by construction or any parcel of land not owned by Owner or the Condominium. Owner will not be liable for You to suffer such interference caused by the permanent closing, darkening or blocking up of windows, if such action is required by law. None of the foregoing events will cause a suspension or reduction of the rent or allow You to cancel the Lease.

22. FIRE OR CASUALTY

A. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Owner under subparagraph C below or by You under subparagraph D below. However, the rent will be reduced immediately.

B. Owner and/or the Condominium will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below.

C. After a fire, accident or other casualty in the building, the Condominium may decide to tear down the Condominium building or to substantially rebuild it. In such case, Owner must not restore the Apartment but may end this Lease. Owner may do this even if the Apartment has not been damaged, by giving You written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is unusable when Owner gives You such notice, this Lease will end 60 days from the last day of the calendar month in which You were given the notice.

D. If the Apartment is completely unusable because of fire, accident or other casualty and is not repaired in 30 days, You may give Owner written notice that You and the Lease. If You give that notice, the Lease is considered ended on the date that the fire, accident or casualty occurred. Owner will promptly refund your security deposit and the pro-rata portion of rents paid for the month in which the casualty happened.

E. Unless prohibited by the applicable policies, to the extent that such insurance is collected, You and Owner release and waive all right of recovery against the other or any person claiming through or under each by the way of subrogation.

23. PUBLIC TAKING

The entire Condominium or a part of it can be acquired (condemned) by any government or government agency for a public or quasi-public use or purpose. If this happens, this Lease shall end on the date the government or agency takes title. You shall have no claim against Owner for any damages resulting. You also agree that by signing this Lease, You assign to Owner any claim against the government or government agency for the value of the unexpired portion of this Lease.

24. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS

All mortgages of the Apartment now in effect or made after this Lease is signed, and any lien created by the Condominium Documents come ahead of this Lease. In other words, this Lease is subject and subordinate to any lien created by the Condominium Documents and existing or future mortgages on the Apartment, including any renewals, consolidations, modifications and replacements of any such mortgage. If certain provisions of any such mortgage or the Condominium Documents come into effect, the holder of any such mortgage or the Condominium cannot end this Lease and such parties may commence legal action to evict You from the Apartment. If this happens, You acknowledge that You have no claim against Owner, the Condominium or such mortgage holder. If Owner requests, You will sign promptly an acknowledgment of the "subordination" in the form that Owner may require.

You also agree to sign (if applicable) a written acknowledgment to any third party claim caused by Owner or any damage resulting. You agree that Owner is performing Owner's obligations under this Lease and that You have no present claim against Owner.

25. YOUR RIGHT TO LIVE IN AND USE THE APARTMENT

Provided the Condominium waives any right of first refusal it may have with respect to this Lease. If You pay the rent and any required additional rent on time and You do everything You have agreed to do in this Lease, your tenancy cannot be cut off before the ending date, except as provided for in Articles 22, 23 and 24.
26. BILL AND NOTICE
   A. Notices to You. Any notice from Owner or Owner's agent or attorney will be considered properly given to You if it is: (i) in writing, (ii) signed by or in the name of Owner or Owner's agent, and (iii) addressed to You at the Apartment and delivered to You personally or sent by registered or certified mail to You at the Apartment. The date of service of any written notice by Owner to You under this agreement is the date of delivery or mailing of such notice.
   B. Notices to Owner. If You wish to give a notice to Owner, You must write it and deliver it or send it by registered or certified mail to Owner at the address noted on page 1 of this Lease or to another address of which Owner or Agent has given You written notice.

27. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM
   A. Both You and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim on any matters concerning this Lease, the relationship of You and Owner as lessee and lessor or your use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims of personal injury or property damage.
   B. If Owner begins any court action or proceeding against You which asks that You be compelled to move out, You cannot make a counterclaim unless You are claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or the Condominium.

28. NO WAIVER OF LEASE PROVISIONS
   A. Even if Owner accepts your rent or fails once or more often to take action against You when You have not done what You have agreed to do in this Lease the failure of Owner to make action or Owner's acceptance of rent does not prevent Owner from taking action at a later date if You against do not do what You have agreed to do.
   B. Only a written agreement between You and Owner can waive any violation of this Lease.
   C. If you pay and Owner accepts an amount less than all the rent due, the amount received shall be considered to be in payment of all or some or the earliest rent due. It will not be considered an agreement by Owner to accept this lesser amount if all of the rent due unless there is a written agreement between You and Owner.
   D. Any agreement to end this Lease and also to end the rights and obligations of You and Owner must be in writing, signed by You and Owner's agent. Even if you give keys to the Apartment and they are accepted by either any employee or agent of the Condominium, Owner's representatives or Owner, this Lease is not ended.
   E. This Lease, or any provision hereof, may not be modified, amended, extended, waived or abrogated without the prior written consent of the Condominium.

29. CONDITION OF THE APARTMENT
   When You signed this Lease, You did not rely on anything said by Owner, Owner's representatives or the Condominium's employees, agents, or superintendent about the physical condition of the Apartment, the Condominium or the land on which it is built. You did not rely on any promises as to what would be done, unless what was said or promised was written in this Lease and signed by both You and Owner. Before signing this Lease, You have inspected the Apartment and You accept it in its present condition "as is", except for any condition which You could not reasonably have seen during your inspection. You agree that Owner has not promised to do any work in the Apartment except as specifically provided in a rider attached to this Lease.

30. DEFINITIONS
   A. Owner. The term "Owner" means the person or organization receiving or entitled to receive rent from You for the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" does not include any legal title to the Apartment. It does not include a former Owner, even if the former Owner signed this Lease.
   B. You. The term "You" means the person or persons signing this Lease as lessee and the successors and assigns of the signor.
   C. This Lease has established a lessee-lessee relationship between Owner and You.

31. SUCCESSION INTERESTS
   The agreements in this Lease shall be binding on Owner and You and on those who succeed to the interest of Owner or You by law, by approved assignment or by transfer.

32. INSURANCE
   You may obtain liability insurance insuring You, the Permitted Occupants of the Apartment, your servants and people visiting the Apartment, and personal property insurance insuring your furniture and furnishings and other items of personal property located in the Apartment. You may not maintain any Insurance with respect to any furniture or furnishings belonging to Owner that are located in the Apartment. You acknowledge that Owner may not be required to maintain any Insurance with respect to the Apartment.

33. WAIVER OF CONDOMINIUM'S FIRST REFUSAL RIGHT [DELETE IF INAPPLICABLE]
   You shall furnish to the Condominium or its managing agent, within 8 business days after the date of this Lease, such personal and financial references and additional information concerning You and the Permitted Occupants of the Apartment as may be requested in order to obtain the waiver of the Condominium's right of first refusal with respect to this Lease, including the submission of any application requested by the Condominium.
   You acknowledge that this lease will not commence and that You and the Permitted Occupants shall have no right to occupy the Apartment unless the waiver of the Condominium's right of first refusal with respect to this Lease is obtained. If such waiver has not been obtained by the date specified in Article 2 as the beginning date of this Lease, You shall have no obligation to pay rent until such waiver is obtained. A prepayment for the period You are unable to occupy the Apartment because of the failure to obtain such waiver shall be applied by Owner to subsequent rent payable hereunder. If such waiver is not obtained within 30 days after the date specified in Article 2 as the beginning date of this Lease, this Lease shall be canceled and all prepayment rent and security deposit shall be promptly returned to You.

34. FURNITURE [DELETE IF INAPPLICABLE]
   The Apartment is being leased as fully furnished; a rider attached to this Lease lists all furniture and furnishings contained in the Apartment. You shall accept the furniture and furnishings contained in the Apartment "as is" on the commencement date of this Lease. Owner represents that all such furniture and furnishings are in good repair and working order on the commencement date of this Lease.
   You shall take good care of the furniture and furnishings in the Apartment during the pendency of this Lease and shall be liable for any damages caused by You to such furniture and furnishings. You shall not be responsible for any damages to such furniture and furnishings caused by You or caused by ordinary wear and tear. You shall surrender such furniture and furnishings when this Lease terminates in the same condition as on the date this Lease commenced, subject to ordinary wear and tear. If any repairs are required to the furniture and furnishings in the Apartment when this Lease terminates, You shall pay Owner upon demand the cost of any required repairs.
   You may not remove any furniture or furnishings from the Apartment or change the location of any such furniture or furnishings during the pendency of this Lease without Owner's prior written consent.
35. BROKER [DELETE EITHER SUBPARAGRAPH A OR B]
   A. You represent to Owner that you have not dealt with any real estate broker(s) in connection with the leasing of the Apartment.
   B. You represent to Owner that you have not dealt with any real estate broker in connection with the leasing of the Apartment (Delete bracket if inapplicable). You will compensate such broker(s) in accordance with a separate agreement. You shall indemnify and hold Owner harmless from any and all losses incurred by Owner as a result of a breach of the foregoing representations.

36. YOUR OPTION TO RENEW [DELETE IF INAPPLICABLE]
   A. You shall have the right to extend the term of this Lease for _________ year(s) commencing  and ending on _________ (the “Extension Term”) provided: (i) You give Owner notice of the “Extension Notice”, in the manner required under this Lease, of your election to extend the term of this Lease; and (ii) you comply with the provisions of the Extension Notice. If you fail to send the Extension Notice to Owner by the date specified therein, this Article 36 shall be of no further force and effect.
   B. The monthly rent payable by you during the Extension Term shall be ________.
   C. All provisions of this Lease, except as modified by this Article 36, shall remain in full force and effect during the Extension Term.

37. LEAD PAINT DISCLOSURE [DELETE IF THE CONDOMINIUM WAS ERECTED AFTER 1978]
   You and Owner shall sign and return the Declaration of Condominium Use Notice to Owner by the date specified herein. The Declaration of Condominium Use Notice shall be __________.

38. PETS [DELETE EITHER SUBPARAGRAPH A OR B]
   A. You may not keep any pets in the Apartment.
   B. If authorized by the Condominium Documents, you may keep pets in the Apartment provided: (i) You obtain the prior written consent of Owner and (ii) you comply with the Condominium Documents with respect to the keeping of pets in the Condominium.

39. KEYS
   Owner shall retain keys to all locks of the Apartment. If you make any changes to any such lock, you must deliver keys to Owner, and to the Condominium or its managing agent. At the end of this Lease, you must deliver Owner all keys to the Apartment.

40. WINDOW GUARDS
   You shall complete and deliver to the Condominium, when requested, a notice with respect to the installation of window guards in the Apartment in the form required by the City of New York. You acknowledge that it is a violation of law to refuse, interfere with installation, or remove window guards where required.

41. OWNER’S DEFAULT TO CONDOMINIUM
   (i) Owner defaults in the payment to the Condominium of any fees or assesses payable to the Condominium with respect to the Apartment; or (ii) the Condominium notified you in writing of your default, and (iii) you notified the Condominium of your default, and (iv) you pay the rent due under this Lease to the Condominium, then you shall pay all future installments of rent payable under this Lease to the Condominium until such time as the Condominium releases the Owner’s default has been cured. Owner acknowledges that if you pay any such installment of rent payable under this Lease to the Condominium as herein provided, you have satisfied your obligation to pay any such installment of rent to Owner. Nothing contained in this article shall suspend your obligation to pay rent under this Lease.

42. BINDING EFFECT
   It is expressly understood and agreed that this Lease shall not constitute an offer or create any rights in your favor, and shall in no way obligate or bind Owner and this Lease shall have no force or effect until this Lease is duly executed by you and Owner.

TO CONFIRM OUR AGREEMENTS, OWNER AND YOU RESPECTIVELY SIGN THIS LEASE AS OF THE DAY AND YEAR FIRST WRITTEN ON PAGE 1.

WITNESS: ____________________________ ____________________________

Owner’s Signature (L.S.)

Tenant’s Signature (L.S.)

GUARANTY

The undersigned Guarantor guarantees to Owner the strict performance of and observance by Lessee of all the agreements, provisions and rules in the attached Lease, Guarantor agrees to waive all notices when Lessee is not paying rent or not observing and complying with any of the provisions of the attached Lease. Guarantor agrees to be equally liable with Owner so that Owner may sue Guarantor directly without first suing Lessee. The Guarantor further agrees that this guaranty shall remain in full force even if the Lease is renewed, changed or extended in any way and even if Owner has to make a claim against Guarantor. Owner and Guarantor agree to waive any cause of action, proceeding or counterclaim brought against the other on any matter concerning the attached Lease or the Guaranty.

Dated: ____________________________

Witness ____________________________

Guarantor ____________________________

Address ____________________________
The Horizon Condominium

Rider A to Lease Agreement

1. The tenant shall not make, cause or permit any unusual, disturbing or objectionable noise or odors to be produced upon or to emanate from their unit or its appurtenant common properties or permit anything to be done therein that will interfere with the rights, comforts or conveniences of the other residents. No tenant shall play upon or suffer to be played upon any musical instrument, nor shall they operate or permit to be operated a phonograph, stereo, CD or cassette player, radio, television set or other loudspeaker in such tenant’s unit nor shall any tenant practice or all to be practiced wither vocal or instrumental music between 10:00PM and the following 8:00AM if the same shall disturb or annoy other occupants of the building. No construction, repair work or other installation involving noise shall be conducted in any unit except on weekdays (not including legal holidays) and only between the hours of 8:00AM and 5:00PM unless such construction or repair work is necessitate by an emergency. At all times reasonable noise levels are expected.

2. The tenant must uphold all New York State Recycling Laws. This includes separation of all recyclable items before they are brought to the incinerator room.

3. The tenant agrees to use the service elevator when walking their dog.

4. Tenants are not permitted to war roller blades or skates anywhere in the building.

5. The tenant agrees not to litter anywhere in or around the Horizon.

6. 80% of all floors must be covered by carpet or rugs. Waterbeds or furniture containing liquid are not allowed in the unit.

7. The tenant agrees to familiarize him or herself with AND adhere to and abide by, all the “Homeowner/Residents’ Guidelines and Regulations”.

8. All bicycles must be stored in the bicycle storage room

9. 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 damages sustained by Tenants(s), its licensees, invitees, guests, contractors and agents, or by any other person for any reason except for negligence of Landlord, the Board of Manager or the Association.

10. Tenant agrees to protect, indemnify and save harmless Landlord, the Board of Managers and the Association from all losses, costs or damages suffered by reason of any act or other occurrence which causes injury to any person or property and is related in any way to the use of the unit.

_________________________________________  __________________________
Tenant                                      Date

_________________________________________  __________________________
Owner                                       Date
The Horizon Condominium

Rider B to Lease Agreement

This rider dated ________________ attached to and part of lease dated ________________ between ________________ as landlord and ____________________ as tenant for Apt. ________________ at 415 East 37th Street, New York, NY 10016.

This agreement made part of lease dated ________________ as follows:

In the event of bank foreclosure or common charges become delinquent on unit __ at 415 East 37th Street, New York, NY 10016, upon written notice from the Board of Managers to tenant, tenant shall make all future monthly rental payments to the Board of Managers. Payable in the following manner:

The Horizon Condominium
c/o Maxwell Kates, Inc. 9
East 38th Street New York,
NY 10016

The payment of the monthly rent to the Board and the acceptance of the rent by the Board shall not constitute and landlord/tenant relationship between the parties.

Upon resolution of all delinquent common charges tenant shall resume paying landlord, upon notice by the Board of Managers.

__________________________________________  _________________________________________
Unit Owner  Tenant
The Horizon Condominium

Notification of Legal Mailing Address for Unit Owners

All communication and invoices regarding the ownership of Unit #_______ should be sent to the following address:

Name: __________________________________________

Address: ________________________________________

______________________________________________

Telephone: ______________________________________
The Horizon Condominium

Pet Acknowledgement

To: Board of the Horizon Condominium (the “Board”)

Re: Unit No._______

415 East 37th Street, New York, NY 10016

The undersigned, in order to induce the Board to act favorably on the application related to the above referenced Unit, does hereby affirm and acknowledge as follows:

To Whom It May Concern:

I agree that any birds, animals or other pets shall only be kept or harbored in The Unit in accordance with the rules and regulations of The Horizon Condominium.

If there is a breach of the Rules and Regulations of The Horizon Condominium regarding pets, the owner/lessee may be subject to legal action by The Horizon Condominium at the owner/lessee’s expense.

Check one:

I have no pets. ________

I have pets. ________

If you have pets, please list below:

Type:___________ Breed:___________ Weight:___________

Type:___________ Breed:___________ Weight:___________

Type:___________ Breed:___________ Weight:___________

X ________________________________
Applicant ________________________________

Date ________________________________

X ________________________________
Co-Applicant (if any) ________________________________

Date ________________________________
The Horizon Condominium

Pet Rider #1

No bird, reptile, or animal shall be permitted, raised, bred, kept or harbored in the residential units or in any public portions of the building, without approval of the Board of Managers. There will be no exceptions made to this rule.

I agree to and understand that the building’s rules do not permit any animals of any kind into the building, without approval of the Board of Managers.

Resident signature ____________________________ Apt. # ____________________________ Date ____________________________
Protect Your Family From Lead In Your Home

EPA United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development
Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.

OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:

LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.

SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.

RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.
IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

**FACT:** Lead exposure can harm young children and babies even before they are born.

**FACT:** Even children who seem healthy can have high levels of lead in their bodies.

**FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.

**FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

**FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.
Lead Gets in the Body in Many Ways

People can get lead in their body if they:

- Breathe in lead dust (especially during renovations that disturb painted surfaces).
- Put their hands or other objects covered with lead dust in their mouths.
- Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.
**Lead's Effects**

It is important to know that even exposure to low levels of lead can severely harm children.

**In children, lead can cause:**

- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

**In adults, lead can cause:**

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.
Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- In homes in the city, country, or suburbs.
- In apartments, single-family homes, and both private and public housing.
- Inside and outside of the house.
- In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- Children at ages 1 and 2.
- Children or other family members who have been exposed to high levels of lead.
- Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.
Identifying Lead Hazards

**Lead-based paint** is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged)** is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, banisters, and porches.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot ($\mu g/ft^2$) and higher for floors, including carpeted floors.
- 250 $\mu g/ft^2$ and higher for interior window sills.

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- 400 parts per million (ppm) and higher in play areas of bare soil.
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.
You can get your home tested for lead in several different ways:

- A paint inspection tells you whether your home has lead-based paint and where it is located. It won’t tell you whether or not your home currently has lead hazards.

- A risk assessment tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.

- A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- Visual inspection of paint condition and location.

- A portable x-ray fluorescence (XRF) machine.

- Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call 1-800-424-LEAD (5323) for a list of contacts in your area.

**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these kits before doing renovations or to assure safety.
What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

◆ If you rent, notify your landlord of peeling or chipping paint.

◆ Clean up paint chips immediately.

◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.

◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.

◆ Wash children's hands often, especially before they eat and before nap time and bed time.

◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.

◆ Keep children from chewing window sills or other painted surfaces.

◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.

◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.
Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.

In addition to day-to-day cleaning and good nutrition:

- You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.

- To permanently remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- 40 micrograms per square foot (\(\mu g/ft^2\)) for floors, including carpeted floors;
- 250 \(\mu g/ft^2\) for interior windowsills; and
- 400 \(\mu g/ft^2\) for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.
Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

◆ **Have the area tested for lead-based paint.**

◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.

◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can’t move your family, at least completely seal off the work area.

◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure “Reducing Lead Hazards When Remodeling Your Home.” This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.
Other Sources of Lead

- **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

- **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family’s clothes.

- Old painted **toys** and **furniture.**

- Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain.**

- **Lead smelters** or other industries that release lead into the air.

- **Hobbies** that use lead, such as making pottery or stained glass, or refinishig furniture.

- **Folk remedies** that contain lead, such as “greta” and “azarcon” used to treat an upset stomach.
For More Information

The National Lead Information Center
Call 1-800-424-LEAD (424-5323) to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit www.epa.gov/lead and www.hud.gov/offices/lead/.

EPA's Safe Drinking Water Hotline
Call 1-800-426-4791 for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline
To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call 1-800-638-2772, or visit CPSC's Web site at: www.cpsc.gov.

Health and Environmental Agencies
Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at www.epa.gov/lead or contact the National Lead Information Center at 1-800-424-LEAD.

For the hearing impaired, call the Federal Information Relay Service at 1-800-877-8339 to access any of the phone numbers in this brochure.
EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6600

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)
Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-8)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7 (ARTD-RLI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. EPA Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)
Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985
CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center  
Consumer Product Safety Commission  
201 Varick Street, Room 903  
New York, NY 10014  
(212) 620-4120

Western Regional Center  
Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050

Central Regional Center  
Consumer Product Safety Commission  
230 South Dearborn Street, Room 2944  
Chicago, IL 60604  
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development  
Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, P-3206  
Washington, DC 20410  
(202) 755-1785

This document is in the public domain. It may be reproduced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.
Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

◆ Get your young children tested for lead, even if they seem healthy.
◆ Wash children's hands, bottles, pacifiers, and toys often.
◆ Make sure children eat healthy, low-fat foods.
◆ Get your home checked for lead hazards.
◆ Regularly clean floors, window sills, and other surfaces.
◆ Wipe soil off shoes before entering house.
◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
◆ Don't try to remove lead-based paint yourself.
Only a New York State EPA-certified lead abatement contractor may perform a lead abatement. Any work that disturbs lead-based paint should be done by professionals trained to work with lead. If your home was built before 1960, call 212-BAN-LEAD or a lead abatement specialist before starting repairs or renovations for more information on lead-safe work requirements. To obtain a list of EPA-certified lead abatement contractors contact EPA's National Lead Information Center at 1-800-424-LEAD (www.epa.gov/lead) or the Lead Listing at 1-888-532-3547 (www.leadlisting.org).

If you live in a building with three or more apartments, your landlord is required by law to inspect and safely repair any peeling paint in an apartment where a child under six years of age resides. You should report to your landlord any peeling or deteriorating paint conditions. Under NYC Administrative Code Section 17-181 dry scraping or dry sanding of lead-based paint or paint of unknown lead content in any dwelling unit constitutes a public nuisance and a condition dangerous to life and health.

If you have complained to your building’s owner about peeling paint in your apartment and it has not been repaired, and you live in a building built before 1960 with three or more apartments, and your child is under six years of age, you can call the NYC Department of Housing Preservation and Development at 212-824-HEAT (212-824-4328) to complain about a lead-based paint hazard.

If repair work is being done in your apartment, especially in a building built before 1960, and the room is not sealed, there is no plastic on the floor to collect dust, or the area is not cleaned after work is completed, call (212) 676-6355.

If you and your child rent an apartment in a one- or two-family home, and need to report a peeling paint problem, call the NYC Department of Health and Mental Hygiene at (212) BAN-LEAD (212-226-5323).

For more information, call the NYC Department of Health and Mental Hygiene Lead Poisoning Prevention Program at:

(212) BAN-LEAD
(212) 226-5323
TDD (212) 442-1820
for the hearing impaired

For a free water test, call the NYC Department of Environmental Protection at:

(718) DEP-HELP
(718) 337-4357

To file a complaint about a lead paint condition, call the New York City Department of Housing Preservation and Development at:

(212) 824-HEAT
(212) 824-4328

Spread the word about preventing lead poisoning.

What you know might help someone else.

The City of New York
Department of Health and Mental Hygiene

Michael R. Bloomberg
Mayor
Thomas R. Frieden, MD, MPH
Commissioner

nyc.gov/health

LP-106 (3/03)
WHAT ARE LEAD POISONING SYMPTOMS?
Most children with elevated blood lead levels do not look or feel sick. The only way to tell if your child has lead poisoning is by having a blood lead test done.

HOW CAN YOUR CHILD BE TESTED?
A child’s doctor can take a blood sample for a lead blood test. If you do not have your own doctor, call the NYC Department of Health and Mental Hygiene lead hotline at 212-BAN-LEAD (212-226-5323) for information on where to get a lead test.

WHEN SHOULD YOUR CHILD BE TESTED?
In New York, children must be tested for lead when they are one and two years old. Doctors also test younger or older children who are at high risk for exposure to lead. Ask the doctor if your child has been tested, and tell your doctor if you think your child has been exposed to lead.

WHAT DO THE LEAD TEST RESULTS MEAN?
The blood lead test is used to measure the amount of lead in the blood. Ask your child’s doctor to explain the test results to you.

- A child’s lead level should be below 10 micrograms/deciliter (mcg/dL).
- If the child’s lead level is between 10 and 14 mcg/dL, follow your doctor’s advice to lower the level and for periodic retesting.
- If test results show the child’s venous blood lead level at 20 mcg/dL or greater, or at 15-19 mcg/dL in two tests taken at least 3 months apart, follow your doctor’s advice to lower the level. When the Department receives such reports, an environmental investigation follows in an attempt to identify possible lead hazards. It may order a building’s owner to abate (repair) the lead hazards in a child’s residence to reduce the child’s risk of exposure to the hazards. Department staff will attempt to work with you to determine if the child is receiving necessary medical follow-up care and provide information about ways to reduce blood lead levels.

HOW CAN YOU PREVENT LEAD POISONING?
Here are steps you can take to help protect your child from lead poisoning:

- Wash toys, pacifiers, and other objects that children put in their mouths. Wash children’s hands often, especially before they eat and before they go to sleep.
- Use a wet mop or wet cloth to clean floors, windowills, furniture and other dusty places.
- Feed children foods that are rich in iron, calcium and vitamin C such as meat, broccoli, spinach, cheese, milk, and citrus fruits. Make sure children eat 3 meals a day and healthy snacks, to help prevent their bodies from absorbing lead. A lowfat diet is recommended for children over two years of age to help prevent further absorption of lead.
- Use only cold tap water for drinking, cooking, or making baby formula. Hot tap water may contain more lead. Run the water for cooking and drinking for about a minute until it is cold, first thing in the morning or if it has not been used for more than 6 hours. Call the NYC Department of Environmental Protection (DEP) for a FREE kit to test water for lead at (718) DEP-HELP (718-337-4357).
With your help, it's all falling into place.

Corrugated Cardboard
Newspapers
Magazines & Catalogs
Phone Books
Paper & Envelopes
Smooth Cardboard
Cardboard Tubes
Pizza Boxes (No Food Scraps)
Cardboard Boxes (Remove Inside Wrappers)
Computer Paper
Paper Bags
Paper/Cardboard Egg Cartons (No Styrofoam)
Corrugated Cardboard (Flattened Boxes)
Milk & Juice Cartons
Aluminum Products
Metal Cans
Glass Jars
Detergent, Shampoo & Lotion Bottles
Wire Hangers
Plastic Jugs
Empty Aerosol Cans
Household Metal
Paint Cans (Dried Out/Lid Removed)
Plastic & Glass Bottles

Caps & Lids
Sealed Paper Cups & Plates
Plastic Rings
Plastic Wrap
Deli & Salad Bar Containers
Plastic Bags
Bottles
Chinese Take-Out Containers
Paper Towels & Napkins
Plastic & Wood Hangers
Light Bulbs
Ceramics & Glassware
Mirrors
Plastic Toys
Yogurt Containers

Use Green bins, clear bags, or any bin with this Green decal.
Use Blue bins, clear bags, or any bin with this Blue decal.

Empty and rinse all containers. Return 5¢ deposit bottles and cans to the store for refund.

NYC Recycles

Don't Litter.
City of New York
Department of Sanitation

For more info, call 311 or visit www.nyc.gov/sanitation. See www.nyceatless.org for waste prevention tips.

Printed on recycled paper of course.
Con su ayuda, todo esto va cayendo en su justo lugar.

Cartón Corrugado
Periódicos
Guías Telefónicas
Cartón Líteo
Tubos de Cartón
Cajas de Pizza
(Sin Desperdicios de Comida)
Papel y Sobres

Envasas de Leche y Jugo
Productos de Aluminio
Latas
Botellas de Detergentes, de Champú y de Loción
Perchas de Alambre

Jarros de Vidrio
Envasas Plásticas de Leche y de Aguas
Envasas Plásticas y de Vidrio
Botellas de Plástico y de Vidrio

Latas de Pintura
(Socas, Solera de la Tapa)

Use los recipientes rotulados Verdes, bolsas transparentes o cualquier recipiente con esta calcamania Verde.

Use los recipientes rotulados Azules, bolsas transparentes o cualquier recipiente con esta calcamania Azul.

Vacie y enjuague todos los envases.
Continue devolviendo las botellas y las latas con depósito de Se a la tienda para el reembolso.

Basura no reciclable

Para más información, llame al número 311 en visité el sitio www.nyc.gov/sanitation.
e-cycle NYC
in Your Building

What Electronics ARE Accepted

- TVs
- monitors
- computers
- laptops
- small servers
- printers/scanners
- tablets/e-readers
- mobile phones
- MP3 players
- VCRs/DVRs/DVD players
- video game consoles
- cable/satellite box
- fax machines
- keyboards
- mice
- hard drives

What Items are NOT Accepted

- **No appliances.** Any household appliances which are mostly metal or mostly plastic can be recycled as part of your building's regular recycling program.

- **No loose batteries.** Regular alkaline batteries can be discarded as regular trash. Consumer take-back programs exist for rechargeable batteries.

- **No light bulbs.** These can be carefully discarded in the trash. Consumer take-back programs exist for fluorescent bulbs and CFLs.

NYC Recycles
nyc.gov/recycle

facebook.com/NYRecycles
twitter.com/NYRecycles

NYC Department of Sanitation / Bureau of Waste Prevention, Reuse and Recycling
THE HORIZON CONDOMINIUM

HOMEOWNERS' / RESIDENTS' GUIDE
AND REGULATIONS

THE HORIZON CONDOMINIUM
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POLICE 13TH PRECINCT ........................................ 212 477-7411
POLICE 17 PRECINCT ........................................... 212 826-3211
FIRE EMERGENCY .................................................... 911

Cooper Square Realty, Inc. - Telephone ........... 212-634-8900
- Fax ......................................................... 212-634-3946
Horizon Concierge ............................................... 212-545-7810
Horizon Spa (4th Floor) ....................................... 212-679-5378
Horizon Health Club (44th Floor) ....................... 212-679-5378
Horizon Business Center Fax ................................ 212-679-0058
Superintendent - During Business Hours ............ 212-725-4990
- After Business Hours ....................................... 212-545-7810
- Fax ......................................................... 212-725-4998
Nu Valet .......................................................... 645-935-1988
RCN - Installation ............................................. 800-746-4726
- Service ...................................................... 800-891-7770
Manhattan Cable - Installation ......................... 212-674-9100
- Service ...................................................... 212-473-0011
Con Edison ...................................................... 800-752-6633
WELCOME TO THE HORIZON

Welcome to your new home at The Horizon.

Every effort has been made to create an outstanding community of luxury homes, with lavish amenities to enhance your lifestyle for years to come.

This Homeowners' and Residents' Guide was prepared and designed for your assistance and information and is not intended to set forth your legal rights or obligations, which are fully disclosed in the Offering Plan.

In addition, please see Exhibit A for the rules and regulations as listed in the Offering Plan.
BUILDING STAFF

SUPERINTENDENT

The Building personnel will be supervised by the resident Superintendent. The Super's office is located on the main level near the rear exit and will be open between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday. In an emergency, if the Superintendent is not available, please contact the Concierge.

CONCIERGE AND DOORMEN

Although the Concierge and Doormen are there to assist you, please understand they will NOT BE ALLOWED TO LEAVE THEIR POSTS. Therefore, we request that no Resident of the Building ask any employee of the Condominium to leave their post or the Building for any private concerns. The Concierge and Doorman provide security which is beneficial to all. Anyone coming in the back entrance must show identification to the security guard or go to the Concierge desk.

If you are in need of allowing entrance to someone on a long term basis, it will be your responsibility to give your key to that person. A "Permission to Enter" form giving authorization for their entrance must also be submitted to the Concierge. Please refer to Exhibit B for this form and rules regarding PTEs.

When a package or message is waiting for you, the green light will be lit on your intercom pad. The Horizon Condominium will not be responsible for any loss of packages left with the Concierge. If you leave your home for any extended period of time, please leave
the address and phone number where you may be reached with the Concierge.

HANDYMEN AND PORTERS

The primary purpose of the Handymen and Porters is the maintenance of the common areas of the Condominium. Each Resident is responsible for the maintenance, repair and decoration of their own home.

If you change your lock, or add an additional lock, it is imperative that duplicate keys be given to the Superintendent in case an emergency arises. The Board of Managers, its Agents or Employees shall have the right of access to any unit in case of an emergency.
MANAGING AGENT

The managing agent of the Condominium is Cooper Square Realty, Inc., located at 6 East 43rd Street, 12th Floor, New York, NY 10017, 212-634-8900.

On or about the first day of each month you will receive a Billing Statement for Common Charges. Your check should be made payable to The Horizon Condominium and returned with the appropriate portion of the Billing Statement in the enclosed pre addressed envelope. A $50 late charge will be added for each payment not received by the fifteenth of the month. If payment is late for three consecutive months, a $100 late charge will be added each month. Non-payment of common charges, fines, etc. will result in a loss of building services and the Board of Managers will pursue all legal remedies available to ensure collection. All applicable legal fees will be charged to the owner. In addition, repeat offenders will be charged a $500 fine. Any checks returned unpaid by our bank will result in a charge of $110, as well as a late fee of $50. A second bounced check will incur a charge of $185 plus a late fee of $50, and only certified or bank checks will be accepted thereafter.

All billings will be sent only to the Homeowner at their Horizon address, unless the management company receives written notice of a change of address.

Cooper Square Realty, INC. will be able to assist you concerning any questions pertaining to the operation and the rules of The Horizon Condominium.
BUILDING SERVICES

DELIVERIES

In order to maintain the security of the residents and the beauty of the lobby, the following rule shall apply concerning deliveries:

The Doorman has been instructed to refuse all deliveries at the main entrance. He will advise the delivery person to use the SERVICE ENTRANCE. Only the Service Elevator shall be used for deliveries.

In order to insure that your delivery is not rejected, please properly inform your delivery services to use ONLY THE SERVICE ENTRANCE AND SERVICE ELEVATOR.

LAUNDRY ROOM

The laundry room is located on the 3rd floor and is equipped with card operated washing machines and dryers. A card machine is located in the laundry room for your convenience. We request that the service elevator be used when transporting laundry. Any items left in the laundry room will not be the responsibility of the Board or Managing Agent.

VALET SERVICES

Nu Valet is located off the lobby near the Service Entrance. The hours are from 7:30 A.M. to 7:00 P.M. Monday through Friday, and from 9:00 A.M. to 5:00 P.M. on Saturdays.
A variety of services can be provided, such as:

Dry Cleaning
Tailoring
Laundry
Maid Service

For further information and prices of the services available, please contact the Valet at 646 935-1988.

STORAGE

The bicycle/storage room is located near the Service Elevator on the main level. Please see the building Superintendent to secure storage space and registration forms. Limited space is available for the storage of bicycles, carriages, ski equipment, empty trunks, etc.

In order to protect the safety of all residents, it is imperative that no flammable items be stored. No gasoline vehicles of any type will be allowed, including but not limited to mopeds and mini-bikes. In addition, no cartons may be stored in this room. All items must be labeled with the Resident's name and unit number.

Additional security should be provided by locking your possessions when stored. The Service Entrance must be used for access for bicycles and carriages.

The Board of Managers, their employees, and/or their agents will not have any liability or obligation with reference to any items abandoned, or loss from fire or other casualty, nor shall they be liable or obligated to defend any suit or claim from any loss. Therefore, if you wish to store your possessions it will be at your own risk.
TELEVISION SERVICE

RCN and Manhattan Cable Television are both available to supply basic service to each home. The cost of basic service from RCN is included in the monthly common charge bill, while Manhattan Cable's basic service will be billed directly to the resident. If you wish to upgrade your cable programming, you must call RCN at 800 746-4726 or Manhattan Cable at 212 674-9100. They will advise you of any additional services as well as any cost you may incur, and arrange for an installation appointment at a convenient time when you will be home.

ELECTRICITY AND COOKING GAS

Each unit is metered directly for electricity by Consolidated Edison Company and each Homeowner must pay the cost of electricity consumed in their apartment. Gas used for cooking is not separately metered and its cost is included in the Residential Common Charges. In order to be assured that your electricity will not be interrupted, it is imperative that you contact Con Edison at 800 752-6633 in order to transfer the electrical billing to your name. Consolidated Edison is located at 4 Irving Place, New York, NY 10003, Main Floor.
MAIL

The mailing address for The Horizon is 415 East 37th Street, New York, NY 10016. Please be sure to indicate your apartment number.

The mailboxes are located in the lobby of the building.

The nearest Post Office is located at the Murray Hill Station, 415 East 34th Street, New York, NY 10016.

VIDEO INTERCOM

Each apartment is equipped with a Video Intercom for your convenience and security. Please refer to Exhibit C for instructions on the operation of your intercom.

NURSERY

A Children’s Nursery is located on the Third Floor. Nursery Rules and Regulations may be found in Exhibit D and information regarding leasing the Nursery for children’s parties may be found in Exhibit E.
BUILDING PROCEDURES

MOVING IN/MOVING OUT

In order to be sure that the Service Elevator will be available for you when needed, you must schedule an appointment with the Concierge for move ins and move outs. All moves are to be scheduled at least 48 hours in advance. Moves may only take place between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday and must be completed by no later than 4:30 P.M. Please advise your moving company to park the moving van on East 38th Street. NO TRUCKS are allowed in the driveway.

A $750 security deposit and an insurance certificate from the moving company must be given to Cooper Square Realty, Inc. before a move in or move out can be approved.

During the move, it is your responsibility to protect the common areas of the Building from damage. Hallway carpet must be covered for its protection. All movers are responsible for covering hallway floors with materials to be supplied by the Building Superintendent. A fee of $100 will be incurred if the mover fails to remove these floor coverings. Only the Service Entrance and Service Elevator are to be used during any move.

Any Homeowner who plans to lease or sell their home must first receive a Waiver of Right of First Refusal from the Board of Managers. In order to follow the procedure required to obtain this Waiver, please refer to Exhibit F and Exhibit G. If further information is needed, please contact Cooper Square Realty, Inc.
PET POLICY

No bird, reptile, or animals shall be permitted, raised, bred, kept, or harbored in the residential units or in any public portions of the building.

ALTERATIONS/PRIVATE CONTRACTORS

The procedure pertaining to work you wish to have done in your apartment is outlined in the Alteration Agreement, Exhibit H. NO contractor will be allowed entrance unless the owner complies fully with all requirements. These rules and regulations have been designated to protect your investment and security.

EMERGENCY PROCEDURES

Please refer to Exhibit I for information regarding emergency procedures for fire and other emergencies.

DOOR DECORATIONS

All apartment doors are to have nothing hanging from them with the exception of small religious items on the door frames only or a uniform sticker provided by the building noting a handicapped resident, pet or child for evacuation purposes, to be displayed in the area above the lock.

VIDEO TAPING

Video taping is not permitted in the common areas of the building without prior approval by the management.
HOUSEHOLD HINTS

Since each Resident is responsible for the maintenance, repair and decoration of their home, we have incorporated some helpful household hints to assist you:

BI-FOLD CLOSET DOORS

When decorating your home, please be aware that if you wallpaper the bi-fold closet doors they may slightly warp. In order to minimize this possibility, simply have wallpaper applied to both sides.

WOOD FLOORING

To maintain the beauty of your floors, simply dust with a dry dust mop or, if you wish, an "Endust" like product can be sprayed on the mop. PLEASE BE SURE TO KEEP WOOD SURFACES DRY. A professional floor waxer should be called periodically.

MARBLE

DO NOT USE AN ABRASIVE CLEANSER ON THE MARBLE, simply clean the marble with a soft damp cloth.

FAUCET LEAKS

These leaks usually result from the wearing down of the washers or O-rings against the body of the faucet. The life of a washer or O-ring depends on its degree of usage. Turn your faucet gently with just enough pressure to start and stop the flow of water.

GROUTING

Cracks may appear around the marble tile in your bathrooms and powder rooms. As a matter of homeowner maintenance you
can simply purchase silicone or grout at any hardware store and apply according to instructions on the package.

HEATING AND AIR CONDITIONING

IF YOU LEAVE YOUR HOME FOR ANY EXTENDED PERIOD OF TIME FOR THE WINTER SEASON, please adjust THE THERMOSTAT to the "LOW SETTING" TO PREVENT A FREEZE-UP. DO NOT TURN OFF YOUR HEATING SYSTEM. In addition, please leave the address and phone number where you may be reached with the Concierge.

When an air conditioning unit has to be sent out for repair, it will be the Homeowner’s responsibility to pay the cost of any repairs and/or replacement of parts.

In addition, leaks which are not inside the walls and electrical problems which are not in the building-wide system are the Homeowner’s responsibility.

REFUSE DISPOSAL

A refuse chute is located of f the public service corridor on each residential floor. This refuse chute leads directly to a Compactor Room. Please be sure to dispose of all garbage in plastic bags, which should be tied securely. NO NEWSPAPERS, MAGAZINES, WIRE HANGERS, GLASS CANS OR FLAMMABLE MATERIAL SHOULD BE THROWN DOWN THE CHUTE. All recyclables must be put in the appropriate baskets in each compactor room.
HEALTH CLUB/SPA

The Health Club (44th Floor) contains an indoor swimming pool and deck, exercise room, whirlpool, lockers, saunas, steam room, showers, rest rooms, massage rooms, kitchenette, lounge, business center and meeting room. The Spa (4th Floor) contains whirlpools, steam room, saunas, treatment rooms, lockers, multi-purpose recreation room, card room, exercise rooms, manager’s office and photographic dark room. In addition, landscaped outdoor terraces on both floors are accessible to Residents.

Information regarding Health Club policies and procedures are attached as follows:

Club Hours................................................................. Exhibit J
Club Information......................................................... Exhibit K
Club Private Party Rules & Regulations,
   Private Party Rental Contract....................... Exhibit L
Personal Trainer Regulations............................... Exhibit M
Business Center Rules & Regulations,
   Business Center Rental Contract................. Exhibit N

Note: If you are considering hiring an independent personal trainer, please contact the Health Club Manager for registration requirements.
EXHIBIT A

THE Horizon
Vision · Achievement · Success

THE BOARD OF MANAGERS
THE HORIZON CONDOMINIUM
HOUSE RULES AND REGULATIONS
(as listed in the Offering Plan)

HOUSE RULES
Section 1. In addition to the other provisions of these By-Laws, the following house rules and regulations together with such additional rules and regulations as may hereafter be adopted by the Board of Managers, including rules and regulations relating to the operation of the recreational facilities, shall govern the use of the Unit and the conduct of all residents thereof. Said rules and regulations may be promulgated and amended from time to time by the Board of Managers, provided that copies of the same are furnished to each Unit Owner prior to their effectiveness.

THE HORIZON CONDOMINIUM

- 16 -
Section 2. (a) The Residential units shall be used for residences only. The Sponsor or a Sponsor-affiliate shall have the right, without charge, (i) to maintain general and sales offices in one or more Residential Units or elsewhere on the Property, to use one or more Residential Units as models and for other promotional purposes in connection with the sale or lease of Residential Units and the sale of condominium units which may be constructed by the Sponsor or a Sponsor-affiliate on land in the vicinity of the Property and to erect and maintain signs on the Property; (ii) to have its employees, contractors and sales agents present on the Property and (iii) to do all things necessary or appropriate, including the use of the Common Property, to sell or lease Units and to complete construction of the Building and to comply with its obligations and to sell condominium units which may be constructed by the Owner or any Owner affiliate on land in the vicinity of the Property.

(b) The Garage Unit may be used for any lawful purpose including, but not limited to, the operation of an automobile parking facility in accordance with applicable laws.

(c) The Common Properties shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. No Residential Unit Owner shall make any addition, alteration or improvement or change in and to the Common Properties without prior written consent of the Board of Managers and any mortgagee which holds 148 or more first mortgages on Units.

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

Section 3. Owners of a Unit, members of their families, their tenants, their employees, and their guests shall not use or permit the use of the Property in any manner which would be illegal or disturbing or a nuisance to other Owners, or in such a way as to be, in the opinion of the Board of Managers, injurious to the reputation of the Condominium.

Section 4. The Common Property shall not be obstructed, littered, defaced or misused in any manner.
Section 5. Every Unit Owner shall be liable for any and all damages to the Common Property and the property of the Condominium, which shall be caused by said Unit Owner or such other person for whose conduct he is legally responsible.

Section 6. (a) Every Unit Owner must perform promptly all maintenance and repair work to his own Unit which, if omitted, would affect the Condominium in its entirety or in a part belonging to other Unit Owners; he being expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) No Unit Owner shall paint, spackle, cover or otherwise affect the operation of, or alter or obstruct the flow of water from, any fire sprinkler heads which are located in his Unit. Any Unit Owner doing so shall be expressly responsible for the resulting damages and liabilities.

(c) All the repairs to internal installations of the Unit located in and servicing only that Unit, such as telephones shall be at the Unit Owner’s expense.

Section 7. (a) A Residential Unit Owner may not make any alterations or modifications, including painting to the exterior of his Unit or any part of the Common Property and shall not make structural modifications to his Unit or other alterations which would impair the structural soundness of the Unit, without the written consent of the Board of Managers. The Board of Managers or the management agent, if any, shall have the obligation to answer any written request by a Residential Unit Owner for approval of any of the foregoing additions, alterations or improvements in such Residential Unit Owner’s Unit within sixty (60) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Managers to the proposed addition, alteration or improvement. Any contractor to be hired by a Residential Unit Owner to perform such work must be approved in writing by the Board of Managers or the managing agent, if any, prior to the time the work commences. The Resident Unit Owner proposing such work shall have the obligation to submit the name of the proposed contractor in writing to the Board or the managing agent. If neither the Board nor the managing agent acts on the application for approval within sixty (60) days after the request has been made, such contractor shall be deemed to have been approved.

(b) Any application to any department of or governmental agency of the City of New York or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Board of Managers only, without, however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor, materialman, architect or engineer on account of such installation, addition, alteration or improvement, or to any person
having any claim for injury to person or damage to property arising therefrom. The Unit Owner shall indemnify the Board of Managers in writing for any loss, damage or liability the Board may incur, resulting in any way from execution of any such documents. The provisions of this Section 7 shall not apply to any Unit owned by Sponsor or its designee.

(c) Prior to and as a condition of granting consent to the making of any structural alteration, repair, addition or improvement to a Residential Unit, the Board shall require the Residential Unit Owner to deliver plans and specifications to the Board and to execute an agreement in the form required by the Board, setting forth the terms and conditions under which the proposed work is to be done, including, without limitation, the name and address of the contractor and the days and hours during which the work is to be done, obligating the Residential Unit Owner to perform any maintenance required by such alteration, addition, improvement or repair, and indemnifying and holding harmless the Board and the other Unit Owners from any damage to the Building or other liability resulting therefrom. The consent of the Board shall be further conditioned upon presentation to the Board of evidence of insurance acceptable to the Board in all respects, procured by the Residential Unit Owner and/or its contractor(s), and naming the Board as an additional insured party.

(d) Sponsor or its designee shall also have the right, without the consent of the Board of Managers, other Unit Owners or the holders of Unit mortgages, to (i) make alterations, additions or improvements, structural and non-structural, ordinary and extraordinary, interior and exterior, in, to and upon any Residential or Garage Unit owned by it, (ii) change the layout or number of rooms in any Unit, (iii) change the size and/or number of such Units by subdividing a Unit, combining separate Units (including those resulting from such sub-division or otherwise) into one or more Units, altering the boundary walls between Units or otherwise; and (iv) reappportion among the Units affected by such change their appurtenant interests in the Common Properties, provided, however, that in each instance the Sponsor or its designee shall comply with all laws, ordinances, and regulations of all governmental authorities having jurisdiction, and shall cause the Declaration to be amended, if necessary, and shall agree to hold the Board of Managers and all other Unit Owners harmless from any liability arising therefrom.

(e) The Board of Managers shall execute any application or other document required to be filed with any governmental authority having or asserting jurisdiction in connection with any such installation or structural addition, alteration or improvement made by Sponsor or its designee to any Unit, provided however, that neither the Board of Managers nor the Unit Owners shall be subjected to any expense or liability by virtue of the execution of the application or such other document, and that Sponsor agrees to indemnify the Board of Managers and Unit Owners accordingly. A copy of any such application or document required to be signed by the Board shall be given to the Board by Sponsor.
Section 8. (a) No Residential Unit Owner shall post any advertisement or posters of any kind in or on the Property except as authorized by the Board of Managers.

(b) No television or radio antenna or storm or screen windows and doors shall be erected on the exterior of Residential Units or the Residential and/or General Common Property without the prior written consent of the Board of Managers.

(c) No Residential Unit Owner shall move, remove, add or otherwise change the landscaping in the Common Property.

(d) No Residential Unit Owner shall paint the exterior surfaces of the windows, walls or doors opening out of his Unit except with the prior consent of the Board of Managers.

Section 9. The storage areas in the Building shall be maintained solely for the convenience of the Residential Unit Owners. All items of personal property belonging to any Unit Owner which are placed in any of the said storage areas are placed there solely at the risk of the Unit Owner and the Board shall have no responsibility to safeguard such items nor any liability to any Unit Owner in the event that such items are lost, stolen or damaged.
ADDENDUM TO THE BY-LAWS
OF
THE HORIZON CONDOMINIUM
RULES AND REGULATIONS
FOR THE
RESIDENTIAL UNITS AND THE RESIDENTIAL
COMMON PROPERTIES IN THE
HORIZON CONDOMINIUM

1. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units. No vehicle belonging to a Unit Owner, to a family member of a Unit Owner, or to a guest, tenant, subtenant, licensee, invitee employee, or agent of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to, or exit from, the Building by another vehicle.

2. No baby carriages, bicycles, scooters, or similar vehicles shall be allowed to stand in the public halls, passageways, or other public areas of the Building.

3. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed or stored in any of the halls or on any of the staircases of the Building, nor shall any fire exit thereof be obstructed in any manner.

4. The laundry and drying apparatus in the laundry room shall be used in such manner and at such times as the Board or the Managing Agent may direct. No clothes, sheets, blankets, laundry, or other articles of any kind shall be hung on or out of a Unit or its appurtenant Common Properties.

5. Nothing shall be hung or shaken from any doors, windows, or placed upon the exterior window sills, of the Building, and no Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.

6. There shall be no playing or Lounging in the entrances, passages, public halls, elevators, vestibules, corridors or stairways, of the building, except in recreational areas or other areas designated as such in the Declaration or by the Board.

7. The Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Properties devoted to storage, recreation, or service purposes in the Building.

8. Nothing shall be done or kept in any Unit or in the Common Properties that will increase the rate of insurance of the Building, or the
contents thereof, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Properties, that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any Law. No Unit Owner or any of his family members, agents, servants, employees, licenses, or visitors shall, at any time, bring into or keep in his Unit or Common Properties 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 Common Properties.

9. There shall be no barbecuing in the Units or in or about the Common Properties, including the irrevocably restricted areas, except for those areas (if any) specifically designated for barbecuing by the Board.

10. No Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his Unit or its appurtenant Common Properties or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in such Unit Owner’s Unit nor shall any Unit Owner practice or allow to be practiced either vocal or instrumental music between 10:00 P.M. and the following 8:00 A.M. if the same shall disturb or annoy other occupants of the Building. No construction, 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.

11. No bird, reptile, or animal shall be permitted, raised, bred, kept, or harbored in the Residential Units unless, in each instance, the same shall have been expressly permitted in writing by the Board or the Managing Agent. Any such consent, if given, shall be revocable at any time by the Board or the Managing Agent in their sole discretion. In no event shall any bird, reptile, or animal be permitted in any of the public portions of the Building unless carried or on leash. No pigeons or other birds or animals shall be fed from the window sills, or other public portions of the Building, or on the sidewalk or street adjacent to the Building.

12. No Residential Unit Owner shall install any plantings in the Common Properties without the prior written approval of the Board. It shall be the responsibility of the Residential Unit Owner to maintain all plantings in Units to prevent any damage to floors and walls. Residential Unit Owners shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings.

13. 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 consent of the Board or the Managing Agent in each instance. In the event that any Residential Unit shall be used for home occupation or professional purposes in conformance with the Declaration and the By-Laws, no patients, clients, or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule.

14. No window guards or other window decorations shall be used in or about any Residential Unit, except such as shall have been approved in writing by the Board or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior glass surface of any windows at the Property be colored or painted.

15. No ventilator or air conditioning device shall be installed in any Residential Unit.

16. No radio or television aerial shall be attached to or hung from the exterior of the Building, and no sign, notice, advertisement, or illumination (including, without limitation, "For Sale", "For Lease", or "For Rent" signs) shall be inscribed or exposed on or at any window or other part of the Building, except such as are permitted pursuant to the terms of Declaration and/or the By Laws or shall have been approved in writing by the Board or the Managing Agent. Nothing shall be projected from any window of a Residential Unit without similar approval.

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

18. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags or any other article shall be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the owner of such Unit.

19. Each Unit Owner shall keep his Unit in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

20. The agents of the Board or the Managing Agent, and any contractor or workman authorized by the Board or the Managing Agent, may enter any room in a Residential Unit or the Garage Unit at any reasonable hour of the day, on at least one day’s prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests 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 reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

21. The Board or the Managing Agent may retain a pass-key to each Residential Unit. No lock may be altered or new lock installed by any Residential Unit Owner on the outer door to his Unit without the prior written consent of the Board and in each case the Board or the Managing Agent shall be provided with a key to such Residential Unit immediately upon such alteration or installation. If a Unit Owner is not personally present to open and permit an entry to his 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 or the Managing Agent, then the Board or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium 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 is given to such Unit Owner’s property).

22. If any key or keys are entrusted by a Unit Owner, by any family member thereof, or by his agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, 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 Board nor the Managing Agent shall (except as provided in Rule 23 below) be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

23. No occupant of the Building shall send any employee of the Condominium or of the Managing Agent out of the Building on any private business.

24. Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Board. Further, any such consent or approval may, in the discretion of the Board or the Managing Agent, be conditional in nature.

25. Complaints regarding the service of the Condominium shall be made in writing to the Board or to the Managing Agent.
OVERNIGHT PTE POLICY

1. No subletting allowed. Failure to follow this policy will result in fines and/or loss of building privileges.

2. PTE must be filled out and signed by requesting owner/resident.

3. PTE must be signed by Nathan Farber for approval before it can be accepted.

4. For owners who live in the apartment:
   a. 30 days, renewable.

5. For owners who do not live in the apartment:
   a. Limited to 3 PTEs per annum, Board approval required thereafter.
   b. PTE is good for 30 days only.
   c. Board approval is required for renewal.

6. For tenants who live in the apartment:
   a. Limited to 3 PTEs per annum, Board approval required thereafter.
   b. PTE is good for 30 days only.
   c. Board approval is required for renewal.
   d. No subletting.

7. For corporation owned apartments:
   a. Proof of employment with the listed corporation is required.
   b. PTE for 30 days, renewable.

8. For employees of the corporation:
   a. Limited to 3 PTEs per annum, Management approval required thereafter.
   b. PTE for guests and family of the employee is good for 30 days only.
   c. Board approval required for renewal.

9. Regular PTE for real estate brokers:
   a. Access time is between 8:00 A.M. and 7:00 P.M.

10. Keys may not be left with the Concierge at any time.

THE HORIZON CONDOMINIUM
HORIZON CONDOMINIUM
PERMISSION TO ENTER

FAILURE TO FOLLOW THE HORIZON CONDOMINIUM'S RULES AND REGULATIONS WILL RESULT IN FINES AND/OR LOSS OF BUILDING PRIVILEGES

DATE: ________________

APT. NO. ____________

Gentlemen:

Please allow ________________ who is my ________________

print full name relationship

to enter my/our apartment on ________________ to ________________ date.

I/we agree not to hold The Horizon Condominium, Cooper Square Realty, Inc., you or any and all persons employed by The Horizon Condominium liable in the event said keys are not returned and/or there is any loss or damage to personal property for any reason whatsoever.

It is understood and agreed that this permission to enter shall be valid for no more than thirty (30) days.

Very truly yours,

Owner/Tenant

Key Status

Date received from owner/tenant

Date given to guest

Date guest returned key

Date staff returned key to Owner/tenant

THE HORIZON CONDOMINIUM
VIDEO INTERCOM
USER MANUAL

SYSTEM FEATURES:
1. Receive Calls from the Concierge
2. Call Concierge
3. View of the Visitor in the lobby
4. "Taxi" Requests
5. Message Indication
6. Door Bell
7. Complete Intrusion Alarm System:
   a) Home Mode
   b) Away Mode

HOW TO USE YOUR APARTMENT VIDEO UNIT:
1. Receiving Calls from the Concierge -
   When a visitor arrives in the lobby, the Concierge will call your apartment. Simultaneously, a view of the lobby will appear on your monitor. After screening the visitor, you then have the option of:
   a) Picking up the handset and speaking to the concierge, allowing your visitor to come up.
   b) Not answering, and the visitor will be told that you are not home.
2. Call the Concierge -
   To call the concierge, lift up the handset and you will hear a dial tone. Press the "*" button on your keypad and the concierge's line will ring. If the concierge's line is busy, simply hang up, he will automatically be signaled that you are
trying to reach him and will call you back.

3. View of the visitor in the lobby -
A view of the visitor in the lobby will appear whenever the concierge calls you or when you call the concierge.

4. Taxi Request -
Simply press the "Taxi" button followed by the "*" button and the concierge will receive a taxi request and get you a cab. If a taxi is not readily available, the concierge can arrange for a car service at your request.

5. Message Indication -
Upon entering the apartment, if you should find the green light flashing, it is an indication that the concierge has a message for you. Simply call the concierge and he will retrieve it from the computer for you. Should the message be for another occupant of your apartment, you may have the concierge leave the message light on for the next person to find.

6. Door Bell -
A door bell button is directly from your apartment door to the apartment intercom. When the button is pressed, it will produce a pleasant audible dual frequency tone in the unit.

7. Intrusion Alarm -
A) Setting or Changing the Security Code:
To set or change your security code, call the concierge and advise him that you would like to have a new code. He will send you a short "BEEP" over the receiver. Following this, simply enter a four digit code immediately followed by the "*" button. Except for you, no one (including the concierge) will have knowledge of this code.
B) Away Mode

To set the alarm when you leave the apartment, first make sure that the front door is closed. Next, to activate the system press the "ARM" button once and the red light will illuminate. Once activated, you have 30 seconds to leave the apartment. Upon reentering the apartment, you have 30 seconds to deactivate the alarm. To do this, simply enter the correct four digit code followed by the "*". (Note: if you enter the wrong code, you can, within the same 30 seconds reenter the correct code). If the correct code is not entered within the time limit, a signal will sound and the concierge will be informed, allowing him to take the appropriate action.

C) Home Mode

With the front door closed, press the "ARM" button twice, this will activate the system, and the red light will flash. Should someone break in, the alarm will sound immediately and a signal will be sent to the concierge, who may then take appropriate action. The system may be deactivated by entering the correct four digit code followed by the "*".

APARTMENT UNIT KEYPAD

NUMERIC BUTTONS FOR INPUTTING INTRUSION CODE, 1 THRU 9 INCL. 0

ARMING LIGHT (red)

ARM BUTTON FOR INTRUSION ALARM

MESSAGE LIGHT (green)

TAXI REQUEST

*** BUTTON

ALARM LIGHT
THE Horizon
HEALTH CLUB/SPA

EXHIBIT D

NURSERY RULES AND REGULATIONS

The Nursery located on the third floor is open from the hours of 9:00 a.m. to 9:00 p.m. seven days a week. Residents can obtain a key to this facility from the Concierge during these hours along with a complete list of the following rules and regulations.

1. Children 6 years of age or older are not permitted. *Not applicable to Nursery Rentals.
2. Only residents of the Horizon are allowed in the Nursery room.
3. Children must be accompanied by an adult at all times. Children will not be allowed in the Nursery/Playroom without adult supervision.
4. Food and beverages are not permitted. *Not applicable to Nursery rentals.
5. Cooking is not permitted.
6. Sharp objects/toys are not permitted.
7. All children should wear suitable footwear at all times.
8. The Horizon will not be responsible for any personal toys that are lost or broken.
9. All personal broken toys should be removed/disposed of promptly.
10. The adult supervisor will be responsible for returning toys that their child plays with to the appropriate place.
11. Pets are not permitted.
12. The Horizon assumes no responsibility for any injury incurred during the use of this facility. The adult supervisor is responsible for the safety of their own child/self.
13. Any child or adult that fails to comply with these rules will be prohibited from using the Nursery/Playroom in the future. Parents of unsupervised children will receive a warning letter for the first violation, a $100 fine for a second violation, and a $200 fine plus suspension of non-essential building services and suspension from the Health Club for a third violation. Parents of children who cause physical damage to the Nursery will be fined $100 for the first violation, $200 for the second violation, and will be suspended from the Health Club and will not receive non-essential building services for a third violation.
LEASING THE NURSERY

All residents who wish to lease the Nursery may do so in accordance with the following Rules and Regulations:

1. All standard Nursery rules apply to a private rental. Any exceptions to these rules are noted herein. A copy of these rules is attached hereto.

2. Functions can only be for a child 6 (six) years of age or younger.

3. Renters/Unit Owners agree to defend and hold harmless American Leisure Management of New York, The Horizon Condominium, their agents, employees, and Board of Managers, and Cooper Square Realty, Inc. from any liability whatsoever arising from the use and/or occupancy of the facilities by itself, guests, employees or agents.

4. Approved applications will be honored on a first-come, first-served basis, with confirmation in writing to the resident as soon as possible. Reservations may be made up to one year in advance.

5. The renter must be a resident of The Horizon in "good standing" and must be present for the duration of the function. Renter is required to inspect the Nursery area prior to rental date and note any defects on the inspection form. Management and renter will examine the facility after the rental and note defects caused during rental period, for which the renter agrees to be responsible. Renter may not charge admission to his guests and may not sell products or services at the Nursery. ALL PROFIT MAKING ACTIVITIES ARE PROHIBITED.

6. Management reserves the right to terminate any rental which, in the sole judgment of the management, is inappropriate or results in unlawful conduct or activities which violates the rules and regulations stated.

7. Private rentals are restricted to the hours that the Nursery is open, with a maximum of fifty (50) people and time limit of four (4) hours.

8. Management will require evidence of insurance from any caterer or entertainer coming onto the premises fourteen (14) days prior to the rental of the Nursery. The insurance certificate shall name as additional The Horizon Condominium, its Board of Managers and employees, Leisure Mgmt. of New York, and Cooper Square Realty, Inc. in an of no less than $1,000,000.

THE HORIZON CONDOMINIUM
Management will require evidence of insurance from resident fourteen (14) days prior to the rental of the Nursery, which will cover potential personal injury or property damage claims to your guests, business invitees, agents, servants, or employees due to negligent act or omissions. The insurance rider must name The Horizon Condominium, its Board of Managers and employees, and American Leisure Mgmt. of New York, and Cooper Square Realty, Inc. as additional insured in an amount less than $1,000,000. Renters should also be aware of the present Host/Hostess Liquor Laws.

The Kitchen will be kept locked at all times and will only be opened upon request. No cooking or heating of food is permitted at any time. Renter is responsible to supply food, drinks, etc. Food and drinks are not permitted outside the party area. Food and drinks are permitted at party with care.

Cleaning is the responsibility of the renter. The renter may request that the caterer take on the cleaning responsibilities. All party supply goods brought in by the renter or their caterer must be removed promptly at the conclusion of the rental or an additional clean-up charge will be deducted from the security deposit. (time spent cleaning up this material is part of the rental time)

Cleaning responsibilities include the following:
1. Vacuuming all carpeted areas.
2. Removal of all party supplies (i.e., food, paper products, etc.)
3. Emptying all trash receptacles and properly disposing trash in compactor chute.
4. Cleaning of Kitchen appliances, refrigerator, sink, cabinets, and mopping of floors.

*Please note that the renters must provide their own cleaning materials and that time spent cleaning up is part of the rental time. Non-compliance with this policy will result in a deduction from the security deposit.

Noise levels (live or recorded music) must be kept at reasonable levels so as not to bother any residents living in the vicinity of the Nursery.

Catering by an approved caterer is permitted and prior arrangements must be coordinated with management and concierge to facilitate early access, if necessary.
11. No decorations will be allowed other than party tablecloths, balloons, flowers, etc. Nails and/or staples and/or scotch tape may not be used to hang decorations from walls or ceiling of the Nursery.

12. The number of guests may not exceed the number previously indicated. Guests will only be permitted in the rented area during the party. All other facilities are strictly off limits.

13. The renter must submit a complete list of all the guests, entertainers, caterer, etc. to management, a minimum of seven days prior the party date.

14. Cost & Fees:
   a) The renter must post a $1500.00 Certified Check representing a breakage/damage deposit with management. Such deposit will be in the form of a separate check made out to: The Horizon Condominium c/o Cooper Square Realty, Inc. (See page 3 for potential deposit deductions). Management reserves the right to assess for any deductions beyond $1500.00. In the case of non-compliance, the deposit will be returned to the renter after a final inspection of the facility is made by management and within fourteen (14) business days. All deposits, fees, and insurance policies must be submitted at least fourteen (14) days in advance of the rental date or the date will be forfeited.

   Money will be deducted from the security deposit in an amount to be determined by The Board of Managers, for any or all of the following reasons:
   1. Damage to the facility or loss of property occurred during the party
   2. The Party went over the contract hourly limit.
   3. The Nursery was not properly cleaned at the conclusion of the rental.
   4. Improper discarding of trash in the compactor receptacle.

   The base charge for a four (4) hour rental is as follows:
   1. Rental fee for Nursery Area: $150.00
      (Made out to: The Horizon Condominium c/o Cooper Square Realty, Inc.)

   2. Manager/Supervisor Fee: $75.00
      (Made out to attending supervisor)
Additionally, if the rental exceeds the four (4) hour limit, the following additional fees will be charged for each hour over the four (4) hour limit and must be paid at the conclusion of the party.

1. Rental Fee for Nursery Area: $75.00/hour
2. Manager/Supervisor Fee: $50.00/hour

A Manager/Supervisor is needed to maintain a clean, safe and secure environment and to control the facility; NOT to serve guests or participate in any private parties. A complete clean-up of the facility after the rental is required in order to make the facility accessible to the other residents of the Horizon. Extraordinary clean-up will be at an extra cost, billeable to the renter. All fees collected by The Horizon Condominium c/o Cooper Square Realty, Inc. for the leasing of the Nursery will be deposited into an account for "The Horizon Condominium".
THE Horizon
Vision · Achievement · Success

Type of Party/Gathering: ____________________________

Number of Persons Attending: _____________________

Entertainment Planned:
Caterer: ____________________________

Entertainer: ____________________________

Date and Time of Event: ____________________________

*Available Monday – Sunday, 9am to 8pm. Rental time is inclusive of the time it takes the renter to set up and clean up.

Reservations should be submitted to the Board of Managers thirty (30) days prior to the date requested.

REQUESTED BY: Name: ____________________________

(Must be a Horizon Resident "In Good Standing")

APT. # __________________ TELEPHONE: (H) __________________ (B) __________________

BUSINESS OR OTHER ADDRESS: ____________________________

Resident's Signature ____________________________ Please Print Name ____________________________

Received by: ____________________________ Date ____________________________

Manager ____________________________

The Board of Managers of the Horizon Condominium have no objections to the above rental, provided received fourteen (14) days in advance of the rental date. In order to insure your reservation, all items must be received within the allotted time frame or the date will be forfeited. NO EXCEPTIONS WILL BE MADE.

Authorized: ____________________________ Date ____________________________

The Horizon Board of Managers ____________________________

THE HORIZON CONDOMINIUM
ACKNOWLEDGEMENT OF RECEIPT OF
OFFERING PLAN & HOMEOWNERS'/RESIDENTS' 
GUIDE AND REGULATIONS

This is to confirm that I/we have received a copy of the Offering Plan and the 
Homeowners'/Residents Guide and Regulations as it pertains to the Horizon 
Condominium and the purchase of Unit # ____________

We have read and will abide by all regulations set forth in these documents.

___________________________________________
Purchaser (please sign)

___________________________________________
Purchaser (please sign)

Copies of the Offering Plan are available at the Concierge desk.
The charge for the plan is $100, payable to the Horizon Condominium.

Should you receive a copy of the offering from the prior owner, the $100 charge 
will be waived upon written confirmation of said receipt.

THE HORIZON CONDOMINIUM
Exhibit H

Alteration Agreement (as revised)

RE: THE HORIZON CONDOMINIUM
APARTMENT NO. ________

Dear

The Board of Managers has no objections to the proposed work indicated in your correspondence of ____________, provided we receive the following items indicated before any proposed work is started.

____1) Certificates of Insurance evidencing coverage of the following type and amount is required from all contractors:

   A. Combined Single Limit Liability coverage (includes bodily injury and property damage). One (1) Million Dollars minimum amount required. This certificate must contain the following: The Horizon Condominium as the Certificate Holder and The Horizon Condominium and Cooper Square Realty, Inc., As Agent as additionally insured’s. Also, please be sure to indicate the apartment number and owner's name under the section called Description of Operations.

   B. Worker’s Compensation Certificate; and

   C. Disability Benefits Certificate.

____2) Building permits as required by the Department of Buildings of The City of New York.

____3) Plumbing permits if required.

____4) Electrical permits if required.

____5) Other permits may be required by other governmental agencies having jurisdiction.

____6) Please sign where indicated to acknowledge receipt and verification of your compliance with The Board of Manager’s rules and regulations as provided herein and in the Offering Plan. Please return a signed copy to the undersigned with all required information prior to commencement of work. Subsequently, two (2) fully executed copies of this agreement will be forwarded to you. Please keep one copy for your files.
and give the other copy to your contractor(s) so that they may be allowed access into the building.

**PLEASE NOTE THAT THE BUILDING MANAGER HAS BEEN DIRECTED TO DENY ACCESS TO ANYONE WHO DOES NOT POSSESS A COPY OF THIS APPROVAL.** Therefore, to avoid any unnecessary delays, please make sure it is distributed accordingly prior to the commencement of work.

7) A precise description of the work to be performed, including all plans, shop drawings, etc. is required for the work being done. **If plans call for the replacement of any flooring or alteration of walls between the units and common areas, submit soundproofing material samples to building manager for approval before installation.**

**ALTERATION RESTRICTIONS**

a) Relocation of unit’s electrical panel and feeder riser will not be permitted.

b) Electric panel feeder main disconnect circuit located at electric meter is to remain.

c) Relocation of unit gas, riser will not be permitted without building manager’s approval.

d) Relocation of unit TV riser will not be permitted without building manager’s approval.

e) Relocation of unit intercom telephone risers will not be permitted.

f) Relocations of other risers such as water, drains and heating system will not be permitted.

g) No chopping or cutting of large holes of building concrete floor or support columns.

h) No chopping or chasing of concrete floor or ceiling for any reason except with prior approval by building manager. (This is commonly done to run lighting circuits wiring.)

i) Washer/Dryer, Jacuzzi’s or similar fixtures installations are subject to building plumbing capacity. Jacuzzis or similar fixtures installations are subject building structural capacity.

j) Perimeter heating and ventilation units are not to be blocked so as to maintain good airflow.

k) Any bathrooms that are over living room, bedroom or any other similar room is not permitted without Board approval.

l) Any bathroom that is common to another Residential unit must be sound proofed.

m) No revision to original approved drawings will be permitted without Board approval.

n) No non-metallic flexible cable will be allowed in walls or in concrete floor or ceiling will be permitted.

o) No aluminum or aluminum clad wire will be permitted.
In addition, your contractor(s) must comply with the rules and regulations listed below.

a) The names of personnel requiring access into the building and a work schedule (including time frame) must be submitted to the building manager by way of fax, 24 hours before start of construction. If work is to take more than one day, make the list of personnel good for one week, renewable weekly if situation permits.

b) Only the Service Entrance and Service Elevator may be used. No worker is allowed in any public portion of the building. All personnel must sign in and out at the service entrance and must wear a Horizon visitors pass.

c) All deliveries relative to the above work must be cleared with the building manager and only the service elevator may be used.

d) Refuse is to be placed in containers and removed by each contractor after each use. Use of the refuse chute is not permitted.

e) All common areas must be protected. No work or materials are permitted to extend into the hallways nor shall any materials be stored in any of the common areas.

f) No work is permitted on weekends or holidays. All work must be performed between the hours of 8:30 AM and 4:30 PM, Monday through Friday.

g) Renovations/repairs must comply with all governmental rules, regulations, laws and Horizon building standards affecting the unit and the building.

h) No modification of or interference with gas lines is permitted.

i) No interference with electrical, plumbing, cable television or intercom risers is permitted.

j) All alterations of Residential units are subject to random inspection by the Horizon superintendent.

k) All alterations will be suspended if any of the above rules are violated.

Simultaneously with the execution of this agreement, the owner shall submit:

1. A check made payable to the Horizon Condominium in the amount of $1000. These funds shall be held for security until a final inspection of the premises
verifying that the alterations as approved by the Board of Managers are completed satisfactorily and that the common areas have not been damaged.

2. A check made payable to Cooper Square Realty, as a non-refundable fee. The amount of the fee will be $350 for a regular alteration and $700 for a major alteration.

3. A check made payable to the Horizon Condominium in the amount of $500, as a non-refundable fee, if the work the owner requires mandates a water shutdown.

The undersigned hereby acknowledges acceptance of the condition of the apartment in accordance with the pre-inspection and the items indicated at the time of their closing list. The undersigned further indemnifies the Horizon Condominium and Cooper Square Realty, Inc. from any damage to the apartment, which may occur.

This agreement once fully executed shall be valid for two (2) months from the date hereof. Extensions can be granted but not exceed six months. If the work is not completed within this time, it will be necessary for you to receive an extension from the Board of Managers. It is your responsibility to notify the Board if this should occur. After the two month period, your workers will not be allowed to enter the building unless an extension was granted. To avoid any unnecessary delays, please be aware of the allotted time.

Your cooperation in complying with all the rules and regulations of the Board of Managers during the alteration is anticipated.

Very truly yours,

THE HORIZON CONDOMINIUM
BOARD OF MANAGERS

AGREED TO BY:

Nathan Farber, Superintendent
Dated: ________________

Owner's Signature
Unit # ________________
EMERGENCY PROCEDURES

GENERAL INFORMATION FOR THE FIRE RESPONSE TEAM

IN THE EVENT OF FIRE OR OTHER EMERGENCIES:

The Concierge and Handyman and/or Lobby-person will be responsible for coordinating the evacuation of the floor with other members of the fire response team.

I. Hallway gongs ring:

Unit Owners — do nothing until further instruction from building staff; but if a siren sound comes from the apartment intercom system, the Unit Owners MUST evacuate the building via stairway. Do not use elevators!

Concierge calls Nathan Farber, a handyman or other staff member to investigate.

Handyman goes to pump room to get location from fire alarm annunciator panel. Then goes to indicated location to verify fire condition. If no fire condition, resets Fire Alarm system.

a. If a fire or smoke condition exists on the 44th floor Health Club, evacuate the 44th floor via stairway. Coordinate evacuation with Health Club staff. Such staff members are to inspect all areas of the Health Club including lavatories. In addition, the 43rd floor should be evacuated if directed by the Fire Department or if conditions warrant. Use the intercom system for directing 43rd floor residents.

b. If a fire or smoke condition exists on the 4th floor Health Club evacuate the 4th floor using same procedure for 44th floor in (a) above.

c. If there is smoke coming from an apartment, check the apartment door to feel if it is warm or hot to touch. If the apartment door is hot to touch, do not open door. Call Fire Department immediately via concierge using two-way communicator. Then, start evacuation of the floor on which there is a smoke or fire condition in addition to the floor above and below via concierge who in turn activates such evacuation signal using building intercom system. When Fire Department arrives, they will have jurisdiction of the situation. They will retain control of the situation until they give it up.

THE HORIZON CONDOMINIUM
d. If the apartment door is cool to touch, open door with key if possible. If fire condition permits, try to put out fire with fire extinguishers. Use fire extinguishers only if the fire is small and well contained. It is important to use the correct type of extinguisher on a fire. The following identifies the types and categories of fires:

There are two types of fire extinguishers strategically placed throughout the work space areas and critical equipment rooms.

These extinguishers are A, B, C and Halon agents which can be used for all types of fires.

Use fire extinguishers only if the fire is small and well contained (such as a waste basket). Always sound the fire alarm when fire or smoke is present and evacuate to your assembly area.

It is important to use the correct type of extinguisher on a fire. The following identifies the types and categories of fires:

Class A: Fires involving ordinary combustibles such as paper, wood, cloth, rubber and many plastics are normally extinguished by cooling.

Class B: Fires involving flammable liquids such as gasoline, oil, alcohol, some paints, grease or solvents, are best extinguished by smothering.

Class C: Fires involving electrical equipment, fuse boxes, appliances and wiring.

THE "THREE P'S" ABOUT USING FIRE EXTINGUISHERS

Remember the "three P's" when using a fire extinguisher:

1. Pull the pin.
2. Point the nozzle (at the base of the fire).
3. Press the handle. Sweep from side to side at the base of the fire.

II. If you discover a fire

Unit Owner

1. If fire is in your apartment, press top left square with the fire symbol on your Intercom Keyboard. You will hear a siren sound signal. In addition, it will indicate on the Concierge P.C. your apartment number.
2. If the intercom is out of order, go to Exit Stairwell "B" and pull Fire Alarm Box near Stairwell door "B", opposite the service elevator/compact room.

3. Close your apartment door but do not lock it. This will prevent fire and smoke from spreading.

4. Do not use the elevators. Evacuate building after pulling the Fire Alarm Box near Stairwell "B" door via Stairwell "B".

5. If you are disabled, wait for help from building staff near the stairwell doors. The building staff will have a list of all disabled people in the building. If possible, please wait in service elevator/compact room.

III. If you hear a siren sound coming from your apartment's intercom system - That is an evacuation signal.

Unit Owner

1. Remain calm.

2. Walk immediately to the nearest exit stairwell.

3. Close doors to prevent spread of fire and smoke. Take only essential belongings with you.

4. Follow instructions of building staff or Fire Department personnel. You may be asked to inspect the area or help others.

5. Do not use the elevators. Elevators will automatically return to the lobby to await fire fighters.

6. Feel doors before opening them. Do not open any that are hot.

7. If you are disabled, await help from building staff or wait near the stairwell doors.

8. If you are hard of hearing or deaf, you should have strobe lights in your apartment that are activated by an alarm sound from your smoke detector or intercom.
GENERAL INFORMATION

Building Fire Protection Coverage

The building is protected with a proprietary fire command station. Building staff will verify all fire and smoke condition and if warranted, it will inform the N.Y.C. Fire Department.

The building Fire Alarm Protective System consists of the following devices:

- Manual Pull Stations
- Area Smoke Detectors
- Duct Smoke Detectors
- Fire Alarm Signals
- Sprinkler System
- Fan Shut Down
- Elevator Recall
- Emergency Lighting
- Generator Back Up for Emergency Lighting
- Fire Extinguishers
- Emergency Communication/Telephones
- Two Way Radios
- Building Intercom System

The building is also manned 24 hours by building staff.

EMERGENCY CONTACT NUMBERS

Fire Department - 628-2900
Local Police Precinct (17th Precinct) - 826-3211
Police Emergency - 911
Nearest Hospital (NYU Medical Center) - 263-5550
Concierge phone - 545-7810
MEMBERSHIP INFORMATION

In order to protect the privacy and exclusivity of your club, the following procedures have been established to ensure that only residents of the Horizon are issued I.D. cards. We appreciate your understanding that no exceptions can be made to these requirements.

An I.D. card with photograph will be issued for each registered resident of each apartment. Photos for club I.D.'s will be taken at the 4th floor reception desk during club hours. If a membership card is lost or stolen, the member must notify the club immediately. Cards will be replaced for $15 each. Any resident who moves out of the Horizon must surrender all health club I.D. cards. Misuse of a card shall be cause for termination of membership.

When a family member applies for membership, he or she will be required to submit a membership application. All membership applications and any subsequent changes to a membership application are subject to approval by building management. Membership is limited to BONA-FIDE RESIDENTS OF THE HORIZON CONDOMINIUM who must meet the following criteria:

1) Each RESIDENT OWNER, RENTER or AUTHORIZED RESIDENT of a corporate apartment on record must be PRE-APPROVED by the Board of Managers and provide a current valid I.D.* A representative of the corporation is responsible for supplying a letter to the management office stating who is authorized to use the apartment and occupancy dates.

2) Children of resident owners or renters who attend a public or private school must submit a letter on that school's letterhead verifying attendance and the child's home address.

3) Children of resident owners or renters who attend an out-of-town school must submit a current valid I.D.

4) Roommates residing at THE HORIZON CONDOMINIUM who apply for membership must be Board approved and provide a current valid I.D.* In addition, proof of residence must be provided in the form of a utility bill, credit card bill or bank statement.

*Acceptable forms of I.D. are as follows: Passport, Driver's License, a non-driver I.D. issued by the Department of Motor Vehicles.

415 East 37th Street • New York, NY 10016 • 212/679-5378
1) The Horizon Health Club shall be for the exclusive use of registered residents of the HORIZON CONDOMINIUM, their dependents, children, and guests.

2) Your Horizon health club I.D. card is your proof of residency. Access to the club will be denied without it. All residents must show a valid I.D. card and deposit it at the entry desk to gain admittance to the club.

3) Guests must be accompanied and registered by an adult resident (18 years of age or older) on their first visit. Guests are required to fill out a guest registration waiver form.

4) Each apartment is entitled to 24 complimentary guest passes per calendar year. After the 24 passes have been used, the following guest fees apply.

   Guest fees are $10 Monday thru Friday; $15 Saturday, Sunday and Holidays. Legal PTE (Permission To Enter) residents will be charged $100 per month for unlimited use of the club, for a maximum of (3) months, as long as the PTE is renewed by the Board of Managers.

5) No children are permitted in the exercise rooms on the 4th or 44th floors. Children 16 and 17 years of age will not be admitted to the exercise rooms without being supervised by an adult 18 years of age or older, at all times. They must provide proof of age.

   *THE STAFF WILL NOT ACT IN A SUPERVISORY CAPACITY.

6) Unauthorized persons will not be permitted in the club areas before or after scheduled hours of operation.

7) Pets (except for seeing-eye dogs) are NOT permitted in the club at any time.

8) Wet bathing suits and/or bare feet are only permitted in the pool area.

9) All members and their guests are required to be in proper attire when entering and leaving the club. This includes, at a minimum, a shirt, shorts, and proper footwear. Appropriate attire is required in all areas of the club.

10) Horseplay, ball playing, running or objectionable behavior such as the use of loud, boisterous, obscene or offensive language in the club is not permitted.

11) Radios, televisions and tape players are permitted only when listened to through individual headsets.

12) Food, beverages, glass bottles and/or glasses are not allowed in the health club, terraces or pool area.

13) ALCOHOLIC BEVERAGES ARE PROHIBITED.

14) SMOKING IS PROHIBITED.

15) Baby carriages, strollers, playpens, carts, etc. are not allowed within the pool area or exercise rooms.

16) All bathers are required to take a soap shower before entering the pool or whirlpool. All members and their guests with hair of shoulder length or longer are required to wear bathing caps or tie back their hair.

17) Children over 5 years of age must use their gender’s locker room.

18) All residents are required to bring a towel with them during their workout. NO SHARING. NO EXCEPTIONS.

19) When using the exercise room equipment, please wipe down the machines after each use.

20) All cardiovascular equipment usage is limited to thirty (30) minutes when other residents are waiting.

21) The sundeck is available during club operating hours. All lounge chairs are on a first come first serve basis, no reserving of chairs is permitted. All garbage must be removed when leaving the premises.

22) Cell phones are not permitted in the health club.
1) AMENDMENTS
Management, with approval of the Board of Managers, reserves the right to alter or amend these rules or change the fees at any time.

2) REPAIR
The club manager, with the approval of the Board of Managers, reserves the right to close all or part of the facilities for repairs and maintenance at any time and for as long a period as is necessary to perform such work. Advance notice of such repairs will be posted when possible.

3) OPERATING SCHEDULE
The current schedule is available at the reception desk. Holiday hours will be announced in advance. These hours may change for the summer and winter seasons. Please refer to the monthly club newsletter for updated information.

4) LOCKERS
Lockers are available on a daily use basis. You must bring your own lock. You may not use lockers if you are not in the facility, as there are not assigned lockers for each member. The member or member’s guest assumes liability for the loss of any and all items stored in said lockers. Locks left overnight will be clipped.

5) SUSPENSION OR TERMINATION
Membership can be suspended or terminated by the management with approval of Board of Managers at any time for violation of the club rules and regulations. This includes, but is not limited to abusive behavior to club personnel, negligent damage to the club or its facilities by members or their guest(s), or conduct interfering with enjoyment of the club by other members.

Any resident who is delinquent in payment of common charges, guest fees, fines or any other charges or fees owed to the Horizon Condominium will have their club privileges suspended.

6) DRESS CODE
Shirts must be worn at all times in the lobby, lounge, and exercise areas. Athletic shoes must be worn in the fitness area at all times. Proper attire must be worn in the elevator when going between the health club and your residence (e.g. street clothing, sweat suits, knee length robe, and slippers or shoes).

7) GUEST PRIVILEGES
Members are responsible for their guests at all times. All guests are required to fill out a guest registration/waiver form. Management reserves the right to refuse guest privileges, at its discretion.

8) CHILDREN’S RULES AND REGULATIONS
On the 4th floor, children under 16 years of age are not permitted in the following areas: the exercise room, whirlpool, sauna, and swim machine. There will be no exceptions.

Children under 16 years of age are allowed in the recreation area but must be accompanied and supervised by an adult 18 years of age or older at all times. THE STAFF WILL NOT ACT IN A SUPERVISORY CAPACITY.

On the 44th floor, children under 16 years of age are permitted to use the pool but must be under adult supervision at all times. Children under 16 years of age are not permitted in the whirlpool, sauna or steam room.

9) PERSONAL TRAINERS
Personal Trainers must submit proof of certification and insurance to the Club Director before using the facilities. Personal trainers may not work out in the club at any time and must wear a name tag at all times while in the club.

10) SWIMMING POOL
It is required that you:
a) Shower with soap and water before entering the pool.
b) Obey the lifeguard while in and about the pool area.
c) Get lifeguard’s permission to use floatation aids and/or swim fins.
d) Wear a bathing cap or tie back your hair if it is shoulder length or longer.
e) Children in diapers must wear a waterproof / leak proof swim suit cover over their diaper.

Only swimsuits are permitted in the pool or whirlpool: no cutoffs, leotards, or other attire are permitted. No one shall enter the pool or whirlpool with open sores, cuts, skin disorders or band-aids, hairpins, etc. Scuba equipment shall only be allowed by the permission of the Club Director upon prior arrangement.

11) WHIRLPOOL
You should consult your physician before using the whirlpool. It should not be used by anyone with high blood pressure or a background in circulatory illness. Do not remain in the whirlpool for more than the advised 15 minutes. The whirlpool, if used excessively, may induce drowsiness and/or possible fainting. You must take a soap shower before each use of the whirlpool. Absolutely no soaps or oils are allowed in the whirlpool.

Children under 16 years of age are not permitted in the whirlpools.

12) SAUNA AND STEAM ROOM
You should consult your physician before using the sauna or steam room. Neither facility should be used by anyone who has high blood pressure, a background in circulatory illness, or poor health. They should not be used by anyone who is taking prescription medication or is pregnant. It is not advisable to remain in either for more than 20 minutes at any one time. The sauna produces dry heat and it reaches a maximum temperature of 194 degrees Fahrenheit. The steam room reaches a maximum temperature of 120 degrees Fahrenheit.

Always sit or lie on a towel. Do not put wet towels on the heating elements in the sauna, or on the thermostat in the steam room. Do not leave swim suits in the sauna to dry.

Following a strenuous exercise period, it is not advisable to go directly into the sauna, steam room or whirlpool. Rest and cool down, allow your pulse to return to your resting rate before entering. No reading materials are permitted in the sauna or steam rooms.

No whistling or singing in the locker rooms. Please be considerate of other residents and help to create a calm and relaxing atmosphere.

Children 16 years of age are allowed only if accompanied and supervised by a person 18 years of age or older.

13) CONFERENCE ROOM
The conference room is available for reservation on a first come, first served basis. Fees are incurred during off hours of the Health Club. No fees are levied during normal business hours.

14) COPY MACHINE
The copy machine is for the exclusive use of the residents who are allowed to use the Health Club. Each resident is limited to 500 copies per year. There is no charge for the first 250 copies. For copies made in excess of 250, there will be a charge of .15 cents per copy, up to the 500 maximum.

15) FAX MACHINE
All transmitted facsimiles must be made with the use of a credit card or a calling card. No exceptions will be made. All incoming faxes are delivered to the concierge who then will contact the apartment. This service is limited to people who are allowed to use the Health Club. Each resident is limited to 50 incoming complementary fax pages per year. There will be a $1.00 charge per page thereafter.
11. No decorations will be allowed other than party tablecloths, balloons, flowers, etc. Nail and/or staples and/or scotch tape may not be used to hang decorations from walls or ceiling of the Nursery.

12. The number of guests may not exceed the number previously indicated. Guests will only be permitted in the rented area during the party. All other facilities are strictly off limits.

13. The renter must submit a complete list of all the guests, entertainers, caterer, etc. to management, a minimum of seven days prior the party date.

14. Cost & Fees:
   a) The renter must post a **$1500.00 Certified Check** representing a breakage/damage deposit with management. Such deposit will be in the form of a separate check made out to: The Horizon Condominium c/o Cooper Square Realty, Inc. (See page 3 for potential deposit deductions). Management reserves the right to assess for any deductions beyond $1500.00. In the case of non-damage, and complete compliance with rules and all regulations, the deposit will be returned to the renter after a final inspection of the facility is made by management and within fourteen (14) business days. All deposits, fees, and insurance policies must be submitted at least fourteen (14) days in advance of the rental date or the date will be forfeited.

   ✷ Money will be deducted from the security deposit in an amount to be determined by The Board of Managers, for any or all of the following reasons:
   1. Damage to the facility or loss of property occurred during the party
   2. The Party went over the contract hourly limit.
   3. The Nursery was not properly cleaned at the conclusion of the rental.
   4. Improper discarding of trash in the compactor receptacle.

   ✷ The base charge for a **four (4) hour** rental is as follows:
   1. Rental fee for Nursery Area: $150.00  
      (Made out to: The Horizon Condominium c/o Excel Management Services, Inc.)
   2. Manager/Supervisor Fee: $75.00  
      (Made out to attending supervisor)
Additionally, if the rental exceeds the four (4) hour limit, the following additional fees will be charged for each hour over the four (4) hour limit and must be paid at the conclusion of the party.

1. Rental Fee for Nursery Area: $75.00/hour
2. Manager/Supervisor Fee: $50.00/hour

A Manager/Supervisor is needed to maintain a clean, safe and secure environment and to control the facility; NOT to serve guests or participate in any private parties. A complete clean-up of the facility after the rental is required in order to make the facility accessible to the other residents of the Horizon. Extraordinary clean up will be at an extra cost, billable to the renter. All fees collected by The Horizon Condominium c/o Cooper Square Realty, Inc. for the leasing of the Nursery will be deposited into an account for "The Horizon Condominium".
WAIVER
NURSERY/PLAYROOM

TO: THE HORIZON CONDOMINIUM AND
BOARD OF MANAGERS

I (We) are the unit owner(s) and/or tenant(s) of the unit identified below. I (We) have
received a copy of The Rules and Regulations of The Horizon's Children's
Nursery/Playroom which were adopted by the Board of Managers and agree to
comply, and to cause my (our) children and any other children in my (our) care to
comply, with such Rules and Regulations.

I (We) understand that the Horizon Condominium will not staff the Nursery/Playroom
and I (We) agree and acknowledge that I (We) will be solely responsible for the
supervision of my (our) children and of all other children in my (our) care. I (We)
agree and acknowledge that the use of these facilities is entirely at my (our) own
risk.

The undersigned, personally, and on behalf of all the children in my (our) care,
hereby waives to the fullest extent permitted by the law, any and all claims which
such children and I (We) may have against the Horizon Condominium and the Board
of Managers arising out of our use of the facilities including, but not limited to, any
claims for damages arising from injuries sustained in, on or about the
Nursery/Playroom premises.

The foregoing waiver shall not be affected or diminished by the fact that my (our)
children are supervised by my (our) relatives or agents and not directly by me (us).

Unit: ___________________ NAME ___________________

Date: ________________ NAME ___________________

THE HORIZON CONDOMINIUM
THE Horizon
Vision · Achievement · Success

Type of Party/Gathering: ________________________________

Number of Persons Attending: __________________________

Entertainment Planned:
Caterer: ________________________________
Entertainer: ________________________________

Date and Time of Event: ________________________________

*Available Monday – Sunday, 9am to 8pm. Rental time is inclusive of the time it takes the renter to set up and clean up.

Reservations should be submitted to the Board of Managers thirty (30) days prior to the date requested.

REQUESTED BY: Name: ________________________________

(Must be a Horizon Resident "In Good Standing")

APT.# __________________ TELEPHONE: (H) _______________ (B) __________________

BUSINESS OR OTHER ADDRESS: ________________________________

Resident's Signature ________________________________ Please Print Name ________________________________

Received by: ________________________________
Date ________________________________ Manager ________________________________

The Board of Managers of the Horizon Condominium have no objections to the above rental, provided received fourteen (14) days in advance of the rental date. In order to insure your reservation, all items must be received within the allotted time frame or the date will be forfeited. NO EXCEPTIONS WILL BE MADE.

Authorized: ________________________________
Date ________________________________ The Horizon Board of Managers ________________________________

THE HORIZON CONDOMINIUM
The Nursery located on the third floor is open from the hours of 9:00am to 9:00pm seven days a week. Residents can obtain a key to this facility from the concierge during these hours along with a complete list of the following rules and regulations.

1. Children 6 years of age or older are **not permitted**.
   *Not applicable to Nursery rentals.*

2. Only residents of the Horizon are allowed in the Nursery room.
   *Not applicable to Nursery rentals.*

3. Children **must be accompanied by an adult at all times**.
   Children will not be allowed in the Nursery/Playroom without adult supervision.

4. Food and beverages are **not permitted**.
   *Not applicable to Nursery rentals.*

5. Cooking is **not permitted**.

6. **Sharp** objects/toys are not permitted.

7. All children should wear **suitable footwear** at all times.

8. The Horizon will **not be responsible for any personal toys that are lost or broken**.

9. All personal broken toys should be removed/disposed of promptly.

10. The adult supervisor will be responsible for returning toys that their children play with to the appropriate place.

11. Pets **are not** permitted.

12. The Horizon assumes no responsibility for any injury incurred during the use of this facility. The adult supervisors are responsible for the safety of their own child/self.

13. Any child or adult that fails to comply with these rules will be prohibited from using the Nursery/Playroom in the future. Parents of unsupervised children will receive a warning letter for the first violation, a $100 fine for a second violation, and $200 fine plus suspension of non-essential building services and suspension from the Health Club for a third violation. Parents of children who cause physical damage the Nursery will be fined $100 for the first violation, $200 for the second violation, and will be suspended from the Health Club and will not receive non-essential building services for a third violation.

THE HORIZON CONDOMINIUM
LEASING THE NURSERY
ACCEPTANCE OF THE NURSERY RULES

I/We hereby set our hand this ______ day of __________________ in agreement
and acceptance of the Rules and Regulations contained herein as in respects our
rental of the Nursery/Playroom __________________. Additionally, we have
received herewith a Copy of the Rules and Regulations that govern the use of the
Nursery/Playroom of The Horizon Condominium.

SIGN HERE
Resident

SIGN HER
Resident

________________________
Unit No.

________________________
Date

AGREED & ACCEPTED:

THE HORIZON CONDOMINIUM
C/O COOPER SQUARE REALTY, INC.
THE Horizon
Vision · Achievement · Success

LEASING THE NURSERY
PRE-INSPECTION FORM

DAMAGES / DEFECTS:

The undersigned is not responsible for the above noted defects and/or damages.

Inspection Date

Name

Apt. #

Private Rental Date

Resident's Signature

Date

Supervisor on Duty

Date

THE HORIZON CONDOMINIUM
LEASING THE NURSERY
POST-INSPECTION / DAMAGE RELEASE FORM

I, ______________________, realize that the following damage occurred
during the Nursery/Playroom party held on ____________, for which I am taking
full responsibility.

I hereby accept that the following funds will be deducted from my security deposit.

Damages:

__________________________________ $ _________
__________________________________ $ _________
__________________________________ $ _________
__________________________________ $ _________
__________________________________ $ _________

TOTAL UNPAID FEES:

TOTAL DAMAGE:

AMOUNT TO BE REFUNDED:

Renter's Signature ____________________________ Date ____________

American Leisure Personnel ____________________________ Date ____________

Building Superintendent ____________________________ Date ____________

RETURN DEPOSIT TO:

Name: __________________________________________

Address: ________________________________________ Apt. # ______

THE HORIZON CONDOMINIUM
Personal Trainer Regulations

1. Trainers must submit a Personal Trainers Application to the club manager.

2. Trainers must obtain and submit copies of their personal liability insurance to the club manager naming American Leisure and the Horizon Condominium additionally insured.

3. Trainers must obtain and submit copies of their professional certifications to the club manager.

4. Identification badges must be worn by all trainers. The badges must be visible, and clearly state the trainer’s name and the name of their company.

5. Trainers must sign our registry located at the 4th floor reception desk upon entering the facility.

6. Trainers must provide the club manager with a list of their clients to be updated as necessary.

7. Trainers are not permitted to use any health club facilities or equipment, unless it is for the purpose of demonstration to their client.

8. Trainers are not permitted to solicit residents.

9. Trainers are not permitted to use the health club phones. The health club staff will not be responsible for phone messages for trainers.

10. Trainers may only train residents who reside in the Horizon. Trainers may not train guests of residents.
BUSINESS CENTER RULES AND REGULATIONS

All residents who wish to reserve the Business Center may do so in accordance with the following rules and regulations:

1. Cost & Fees
   Residents will not incur a fee for reservations of the Business Center during normal business hours of the Health Club. Fees are required when reserving the Business Center during off hours. Reservation fee is refundable, provided written notice of cancellation is received 24 hours prior to reservation date. Equipment usage and off hour reservation fees are stated on the reverse of this agreement.

2. Telephone Rental
   All fees for rental of the telephone system must be paid by check only, payable to The Horizon Condominium, on the day of The Business Center rental. All long distance calls must be billed to your home telephone number or a Long Distance Carrier Credit Card. Any long distance calls that occur during the rental period on the Business Center telephone line will be charged to the unit’s common charges.

3. All Health Club rules apply to the Business Center. The complete rules will be provided upon request. During Business Center rentals the Health Club provides space only. Any other supplies or services are provided by the resident, which includes disposing of all food and waste produced by conferences.

4. Resident or Unit Owner agrees to defend and hold harmless American Leisure Management North Inc., The Horizon Condominium, their agents, employees, and Board of Managers from any liability whatsoever arising from the use and/or occupancy of the facilities by itself, guests, employees or agents.

5. Reservations will be honored on a first come, first served basis and reservations must be submitted to the club director as soon as practical, and must be approved by the club director.

6. Only business related meetings will be allowed. You may not charge admission to your business invitees and may not sell products or services at The Business Center. All profit making activities are prohibited.

7. Management reserves the right to terminate the use of the area which, in the sole judgement of management, is inappropriate or results in unlawful conduct or activities or which violates the rules and regulations stated.

8. The Business Center equipment (computer and copier) is available for residents use during all club hours, regardless of conference room rental.

9. Only adults are permitted use of the Business Center (21 years of age or
older).

(10) No alcoholic beverages are allowed. The kitchen facilities and bar area may not be used. Any catering service must be prearranged by the resident with notification to the Concierge.

(11) The Conference room provides adequate room for 12 business invitees. A complete list of business invitees must be submitted to the club director prior to the meeting.

(12) Only residents of The Horizon in good standing may use The Business Center. Although The Business Center will be available for use by the residents, it is not for the purpose of running a business.
THE Horizon
HEALTH CLUB/SPA

The Horizon Condominium
Business Center Reservation

____/____
Reserved Date

____ through ____
Time of Rental

Business Center Fees

Reservations for - Hours During Club Operation -------- NO FEE
Reservations for - Hours After Club Operation -------- $_____

Fee for presence of Staff Member
$10.00 per hour (minimum of 3 hours)

Additional time fee ----------------------------- $_____

Payable to: ___________________ check #______ Total $_____

All long distance telephone calls and facsimiles
must be billed to your home telephone number or
a Long Distance Carrier Credit Card.

Equipment
Used:

____ Telephone ($5.00 per hour)
payable to: The Horizon Condominium

____ Photocopy
(25 at no fee/ $15.00 after limit)

Equipment Costs Equipment Returned

$______ $______

#______ copies

Total $_____

Equipment Received

Staff Member

The undersigned hereby agrees to abide by The Rules and Regulations of The
Business Center and will be responsible for payments of all fees incurred and
reflected on the owner's common charge statement for use of The Business
Center.

Name: ____________________________ Apt # _________

Phone (s) H: _____________________ B: __________

Date: ___/___/___ Date: ___/___/___

Horizon Resident's Signature Staff Member Signature