WARREN HOUSE CONDOMINIUM
155 EAST 34TH STREET
NEW YORK, N.Y. 10016

RENTAL REQUIREMENTS

PURSUANT TO THE BY-LAWS OF THE CONDOMINIUM "NO UNIT OWNER(S) MAY RENT THEIR UNIT" EXCEPT BY COMPLYING WITH THE FOLLOWING PROVISIONS:

SPECIAL NOTE: rentals are not permitted for a term less than six months.

NO DOGS ALLOWED

1. A LETTER OF INTENT TO RENT MUST BE FORWARDED TO THE BOARD OF MANAGERS STATING THAT YOU HAVE A BONA FIDE OFFER TO RENT YOUR UNIT AND YOU ARE OFFERING SAID RENTAL TO THE BOARD UNDER THE SAME TERMS AND CONDITIONS.

2. COMPLETED RENTAL APPLICATION (attached).

3. COPY OF FULLY EXECUTED LEASE.

4. WINDOW GUARD LETTER TO BE ACKNOWLEDGED.

5. AFFIDAVIT PERTAINING TO THE HOUSE RULES AND BY-LAWS MUST BE SIGNED.

6. LETTER FROM EMPLOYER STATING INCOME AND POSITION.

7. CREDIT CHECK AUTHORIZATION TO BE SIGNED.

8. DESIGNATION OF SERVICE OF PROCESS TO BE COMPLETED. If Applicable or refer to managing agent.
9. A REFUNDABLE MOVE-OUT DEPOSIT IN THE AMOUNT OF $500.00 MUST BE SUBMITTED WITH APPLICATION, PAYABLE TO WARREN HOUSE CONDOMINIUM. (CERTIFIED CHECK ONLY)

10. A REFUNDABLE MOVE-IN DEPOSIT IN THE AMOUNT OF $500.00 MUST BE SUBMITTED WITH APPLICATION, PAYABLE TO WARREN HOUSE CONDOMINIUM. (CERTIFIED CHECK ONLY)

11. A PROCESSING FEE IN THE AMOUNT OF $200.00 FROM UNIT OWNER(S), MUST BE SUBMITTED WITH PACKAGE, PAYABLE TO MAXWELL-KATES, INC.

12. ADMINISTRATIVE FEE IN THE AMOUNT OF $350.00 FROM UNIT OWNER(S), PAYABLE TO WARREN HOUSE CONDOMINIUM.

13. APPLICATION FEE IN THE AMOUNT OF $300.00 FROM TENANT, MUST BE SUBMITTED WITH APPLICATION, PAYABLE TO MAXWELL-KATES, INC.

THE BOARD OF MANAGER AND/OR MANAGING AGENT OF WARREN HOUSE CONDOMINIUM RESERVES THE RIGHT TO REQUEST AND ADDITIONAL INFORMATION AT TIME DURING THE REVIEW PROCESS.

THE ORIGINAL AND ONE (1) COLLATED SETS OF THE PACKAGE MUST BE FORWARDED TO:

MAXWELL-KATES, INC.
9 EAST 38TH STREET
6TH FLOOR
NEW YORK, NEW YORK 10016
ATTENTION: TRANSFER DEPARTMENT

SHOULD THERE BE ANY QUESTIONS REGARDING THE ABOVE PROCESS PLEASE DO NOT HESITATE TO CONTACT MRS. CRISTINA CHIARIZIA OR MS. ANDREANA LOMBARDO.
RESIDENTIAL APARTMENT LEASE APPLICATION

DATE________________________

AGENT/BROKER________________________APT. #________________________

BUILDING ADDRESS________________________

COMMENCEMENT DATE________________________EXPIRATION DATE________________________

LENGTH OF LEASE________________________SECURITYS________________________

ANNUAL RENTS________________________MONTHLY RENTS________________________

APPLICANT'S NAME________________________

AGE_______DATE OF BIRTH________________________SOCIAL SECURITY#________________________

PRESENT ADDRESS________________________

TELEPHONE #________________________MO. RENT/MTGE PAYMENTS________________________

EMPLOYER________________________

ADDRESS________________________

PHONE #________________________ANNUAL INCOME________________________

NATURE OF BUSINESS________________________

POSITION________________________LENGTH OF EMPLOYMENT________________________

ADDITIONAL SOURCE OF INCOME:________________________

SPOUSE'S NAME________________________

AGE_______DATE OF BIRTH________________________SOCIAL SECURITY#________________________

PRESENT ADDRESS________________________

SPOUSE'S EMPLOYER________________________

ADDRESS________________________
PHONE# ___________________________ ANNUAL INCOME ___________________________

NATURE OF BUSINESS__________________________________________________________

POSITION__________________________LENGTH OF EMPLOYMENT____________________ 

ADDITIONAL SOURCE OF INCOME________________________________________________

OCCUPANTS:

ADULTS_____________________________________________________________________

CHILDREN__________________________________________________________________

REFERENCES

PRESENT LANDLORD____________________________________________________________

ADDRESS____________________________________________________________________

PHONE # ________________________________________________________________

BANK (1)____________________________________________________________________

BRANCH_____________________________ACCOUNT# __________________________________________

BANK (2)____________________________________________________________________

BRANCH_____________________________ACCOUNT# __________________________________________

ACCOUNTANT________________________________________________________________

ADDRESS____________________________________________________________________

PHONE# ________________________________________________________________

ATTORNEY___________________________________________________________________

ADDRESS____________________________________________________________________

PHONE# ________________________________________________________________

CREDIT CARDS (IF ANY)______________________________________________________

___________________________________________________________________________
IN CASE OF AN EMERGENCY, LIST TWO FRIENDS OR RELATIVES:

NAME_________________________ PHONE #_________________________

ADDRESS_________________________________________________________________

NAME_________________________ PHONE #_________________________

ADDRESS_________________________________________________________________

In order to comply with the provision of section 606 of the Fair Credit Reporting Act, I(We) authorize you to retain a Credit Reporting Agency, which Agency may obtain, prepare and furnish information on my character, general reputation, personal characteristics and mode of living.

I understand that upon request, I am entitled to a disclosure of the nature and scope of the investigation to be requested by you of said Credit Reporting Agency.

DATE: __________________________________________________________________

SIGNATURE: __________________________________________________________________

SIGNATURE: __________________________________________________________________
LOCATOR CARD RIDER

DEAR RESIDENT:

WE WOULD LIKE TO SET UP A LOCATOR CARD FOR YOU. THIS IS AN IMPORTANT ITEM FOR BOTH YOU AND MANAGEMENT. IT WILL PROVIDE INFORMATION SUCH AS WHERE WE CAN REACH YOU, AND WHO WE CAN CALL IN CASE OF EMERGENCY.

1. ADDRESS AND UNIT #

2. NAME(S) OF OWNER(S)

3. OCCUPANTS NAME IF DIFFERENT THAN ABOVE:

4. OCCUPANTS IN ADDITION TO ABOVE:

5. HOME TELEPHONE #

6. BUSINESS TELEPHONE NUMBERS
   (1) ___________________________  (2) ___________________________

7. IN CASE OF EMERGENCY PLEASE CALL:
   NAME: ________________________  TELEPHONE #: ________________
March 23, 2000

All Unit Owners/Residents
The Warren House Condominium
155 East 34th Street
New York, NY 10016

Re: Dogs

Dear Residents:

In recent months members of the Board of Managers and management have received an increasing and substantial number of complaints regarding disturbances created by dogs in the building. At the most recent meeting, the Board of Managers approved a policy change which is expected to reduce greatly the number of dogs in the building. This change has the full support and cooperation of the Owner of Unsold Shares.

At this time, the building staff is providing management with a complete list of dogs in the Warren House. All dogs presently in the building will be permitted to remain, subject of course, to reservation of rights for nuisance conditions and health hazards. However, existing non rent stabilized tenants in Unsold Units will not be permitted to bring in new dogs (even replacements for dogs that pass away), nor will future tenants be permitted to bring dogs into the building. In addition, unit owners will no longer be permitted to rent their apartments to tenants with dogs nor will current tenants of individual unit owners with dogs be allowed to bring in new dogs.

The new policy will not affect unit owners who reside in the Warren House.

Management will diligently enforce the new rules. It is the hope this policy change will improve the quality of life for all Warren House residents.

Very truly yours,

Mitchell Berg
NOTIFICATION
OF LEGAL MAILING ADDRESS
FOR
UNIT OWNER

All communications and invoices concerning the ownership of the unit indicated below should be sent to the following address, rather than to the apartment

UNIT NO. __________________________
OWNER(S) __________________________
ADDRESS: ______________________________________________________

TEL. NOS.  
BUSINESS: ______________________________________________________
HOME: ______________________________________________________
Criminal/credit report authorization

"I HEREBY AUTHORIZE MAXWELL-KATES, INC TO OBTAIN A CONSUMER REPORT, AND ANY OTHER INFORMATION IT DEEMS NECESSARY, FOR THE PURPOSE OF EVALUATING MY APPLICATION. I UNDERSTAND THAT SUCH INFORMATION MAY INCLUDE, BUT IS NOT LIMITED TO, CREDIT HISTORY, CIVIL AND CRIMINAL INFORMATION, RECORDS OF ARREST, RENTAL HISTORY, EMPLOYMENT/SALARY DETAILS, VEHICLE RECORDS, LICENSING RECORDS AND/OR ANY OTHER NECESSARY INFORMATION. I HEREBY EXPRESSLY RELEASE MAXWELL-KATES, INC. AND ANY OTHER PROCURER OR FURNISHER OF INFORMATION, FROM ANY LIABILITY WHAT-SO-EVER IN THE USE, PROCUREMENT, OR FURNISHING OF SUCH INFORMATION, AND UNDERSTAND THAT MY APPLICATION INFORMATION MAY BE PROVIDED TO VARIOUS LOCAL, STATE AND/OR FEDERAL GOVERNMENT AGENCIES, INCLUDING WITHOUT LIMITATION, VARIOUS LAW ENFORCEMENT AGENCIES."

Please include a fee in the amount of $130.00 per applicant for the criminal/credit report to be submitted with application in addition to other required fees. CHECKS SHOULD BE MADE PAYABLE TO MAXWELL-KATES, INC.

Applicant signature: ____________________________
Address: _______________________________________________________________________
Social Security #: ____________________________
Date of Birth: ________________________________

Co-Applicant signature: _________________________
Address: _______________________________________________________________________
Social Security #: ____________________________
Date of Birth: ________________________________
DATE: _______________________

TO: THE BOARD OF MANAGERS - WARREN HOUSE CONDOMINIUM

MY/OUR SIGNATURE BELOW INDICATES THAT I/WE HAVE RECEIVED, READ, UNDERSTAND, AND AGREE TO ABIDE BY THE OFFERING PLAN, DECLARATION OF CONDOMINIUM, HOUSE RULES AND BY-LAWS OF WARREN HOUSE CONDOMINIUM.

I/WE ALSO UNDERSTAND THAT UNITS IN THE CONDOMINIUM MAY NOT BE USED FOR BUSINESS PURPOSES. I/WE AGREE TO ABIDE BY THIS RULE.

SIGNATURE(S): ______________________________
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

RENTALS

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 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 reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessees 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. 4852d and is aware of his/her responsibility to ensure compliance.

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

LESSOR

LESAEE

AGENT

Date

Date

Date
NOTICE TO TENANT OR OCCUPANT

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

Your landlord is required by law to install window guards in your apartment if a child 10 years of age or younger lives in your apartment,

OR

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

It is a violation of law to refuse, interfere with installation, or remove window guards where required, or to fail to complete and return this form to your landlord. If this form is not returned promptly, an inspection by the landlord will follow.

CHECK WHICHEVER APPLY:

[ ] CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT

[ ] NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT.

[ ] I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER

[ ] WINDOW GUARDS ARE INSTALLED IN ALL WINDOWS*

[ ] WINDOW GUARDS ARE NOT INSTALLED IN ALL WINDOWS*

[ ] WINDOW GUARDS DO NOT NEED MAINTENANCE OR REPAIR

[ ] WINDOW GUARDS NEED MAINTENANCE OR REPAIR

Tenant's Name: ________________________________  (Print) ________________________________  (Address/Apt. No.)

Tenant's Name: ________________________________  (Signature) ________________________________  (Date)

RETURN THIS FORM TO:

MAXWELL-KATES, INC.
6TH FLOOR

9 EAST 38TH STREET
NEW YORK, NY 10016

For Further Information Call:
Windows Falls Prevention (212) 788-4269/4270

*Except windows giving access to fire escapes or a window on the first floor that is required means of egress from the dwelling unit.
Addendum to the By-Laws of

THE WARREN HOUSE CONDOMINIUM

RULES AND REGULATIONS

OF

THE WARREN HOUSE 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.

2. No velocipedes, bicycles, scooters, or similar vehicles shall be taken into or from the Building through the main entrance or shall be allowed in any of the elevators of the Building other than the elevator designated by the Condominium Board or the Managing Agent for such purpose, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public halls, passageways, or other public areas of the Building.

3. All service and delivery persons will be required to use the service entrance or such other entrance of the Building designated by the Condominium Board. In addition, all servants, messengers and tradespeople visiting the Building shall use the elevator designated by the Condominium Board or the Managing Agent for the purposes of ingress and egress, and shall not use any of the other elevators for any purpose, provided, however, that nurses in the employ of Unit Owners or their Family Members, guests, tenants, subtenants, licensees, or invitees may use any of the other elevators when accompanying said Unit Owners, Family Members, guests, subtenants, licensees or invitees.

4. Trunks and heavy baggage shall be taken in or out of the Building only by the elevator designated by the Condominium Board or the Managing Agent for that purpose and only through the service entrance.

5. 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 or fire tower landings of the Building, nor shall any fire exit thereof be obstructed in any manner.

6. The storage rooms of the Building shall be used by all Unit Owners, in common, only for the storage of trunks, bags, suitcases and packing cases, all of which shall be empty, and for the storage of such other articles as the Condominium Board, in its sole discretion, may determine. Supervision, management and control of the storing in and removal of a Unit Owner’s property from the storage rooms is vested in the Condominium Board. The use of the
storage rooms shall be at the sole risk of the Unit Owner or other person using the same, and the Condominium Board, its agents, or the Managing Agent shall not be liable for any injury to person, loss by theft or otherwise, or damage to property, whether due to the negligence of the Condominium Board, its agents, the Managing Agent, or otherwise.

7. The laundry and drying apparatus in the laundry room of the Building shall be used in such manner and at such times as the Condominium 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 shall be dried or aired on any open terrace or patio.

8. No refuse from the Units shall be sent to the cellar of the Building, except at such times and in such manner as the Condominium Board or the Managing Agent may direct. Nothing shall be hung or shaken from any doors, window, or open terraces or patios, or placed upon the 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.

9. There shall be no playing or lounging in the entrances, passages, public halls, elevators, vestibules, corridors, stairways, or fire towers of the Building, except in recreational areas or other areas designated as such in the Declaration or by the Condominium Board.

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

11. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements 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 or her family members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his or her Unit any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

12. There shall be no barbecuing in the Units, or in the Common Elements, except for those areas (if any) specifically designated for barbecuing by the Condominium Board.

13. 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 or her Unit 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 between midnight and the following
8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. 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 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

14. No bird, reptile, or animal shall be permitted, raised, bred, kept, or harbored in the Building unless, in each instance, the same shall have been expressly permitted in writing by the Condominium Board or the Managing Agent. Any such consent, if given, shall be revocable at any time by the Condominium Board or the Managing Agent in their sole discretion. In no event shall any bird, reptile, or animal be permitted in any public elevator or the Building, other than the elevator designated by the Condominium Board or the Managing Agent for that purpose, or 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, patios, terraces, or other public portions of the building, or on the sidewalk or street adjacent to the Building.

15. No Unit Owner shall install any plantings on any terrace or patio, without the prior written approval of the Condominium Board. Plantings shall be contained in boxes of wood, lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace or patio surface, and, if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such terrace or patio, but shall stand on supports at least two inches above such surface. It shall be the responsibility of the Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings.

16. No group tour or exhibition of any Unit or its contents shall be conducted, nor shall any auction sale be held in any Unit, without the consent of the Condominium Board or the Managing Agent in each instance. In the event that any Unit shall be used for home out-patient 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.

17. Unless expressly authorized by the Condominium Board in each instance, not less than eighty percent of the floor area of each Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting, or equally effective noise-reducing material.

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

19. No ventilator or air conditioning device shall be installed in any Unit without the prior written approval of the Condominium Board, which approval may be granted or refused in the sole discretion of the Condominium Board.

20. 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 parts of the Building, except such as are permitted pursuant to the terms of the Declaration and/or the By-Laws or shall have been approved in writing by the Condominium Board or the Managing Agent. Nothing shall be projected from any window of a Unit without similar approval.

21. 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.

22. 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.

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

24. The agents of the Condominium Board or the Managing Agent and any contractor or workman authorized by the Condominium Board or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests 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.

25. The Condominium Board or the Managing Agent may retain a pass-key to each Unit. If any lock is altered or a new lock is installed, the Condominium Board or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not
personally present to open and permit an entry to his or her Unit at any time when an entry there is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Condominium Board or the Managing Agent, then the Condominium 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).

26. If any key or keys are entrusted by a Unit Owner, by any Family Member thereof, or by his or her 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 Condominium Board nor the Managing Agent shall (except as provided in Rule 25 above) be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

27. Unit Owners and their respective Family Members, guests, servants, employees, agents, visitors, or licensees shall not at any time or for any reason whatsoever enter upon, or attempt to enter upon, the roof of the Building.

28. 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.

29. 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 Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing agent, be conditional in nature.

30. Complaints regarding the service of the Condominium shall be made in writing to the Condominium Board or to the Managing Agent.
LEASE OF A CONDOMINIUM UNIT

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

<table>
<thead>
<tr>
<th>LANDLORD:</th>
<th>TENANT:</th>
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<tbody>
<tr>
<td>Address</td>
<td>Address</td>
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<tr>
<td>Notices</td>
<td>Notices</td>
</tr>
<tr>
<td>(Premises)</td>
<td>(Premises)</td>
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<tr>
<th>Unit (and terrace, if any)</th>
<th>Garage space (if any)</th>
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<table>
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<tr>
<th>Lease date</th>
<th>Term</th>
<th>Yearly Rent</th>
<th>Monthly Rent</th>
<th>Security Deposit</th>
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<tbody>
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<td>19</td>
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<tr>
<th>Broker*</th>
<th>Tenant's Insurance</th>
<th>Garage Fee</th>
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<td>19</td>
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Declarant of Condominium:

Name of Condominium:

1. Lease is subject and subordinate

This Lease is subject and subordinate to (A) the By-Laws, Rules and Regulations and Provisions of the Declaration Establishing a Plan for Condominium Ownership of the Premises and (B) Powers of Attorney granted to the Board of Managers, leases, agreements, mortgages, renewals, modifications, consolidations, replacements and extensions to which the Declaration or the Unit are presently or may in the future be subject. Tenant shall not perform any act, or fail to perform an act, if the performance of an act is required in accordance with the Declaration or the Unit is subject to and subordinate to, without the prior written consent of the Landlord, or as required by law. Tenant shall be responsible for the payment of any governmental taxes or assessments levied on the Landlord or the Condominium. Tenant shall be liable for any damage caused by the Tenant or the Tenant’s guests, contractors, or agents.

2. Lessor Change

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

3. Use

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

4. Rent, added rent

A. The rent payment for each month must be made on the first day of the month at the address stated in the Lease. Landlord need not give notice to pay the rent. Rent must be paid in full and no amount shall be deducted from it. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of the Lease. They are called "added rent".

5. Failure to give possession

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

6. Security

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

7. Alterations

Tenant must obtain Landlord's prior written consent to install or alter any plumbing, electrical, air conditioning, electronic or heating systems. If consent is given, alterations and installations shall become the property of Landlord when completed and paid for. Tenant shall remain with and be responsible for the Unit at the end of the Term. Landlord has the right to demand that Tenant remove the alterations and installations before the end of the Term. The demand shall be in writing, and Tenant shall have at least 15 days before the end of the Term to comply. Tenant shall fully perform the work and be responsible for all costs. Tenant is not required to do or pay for any work until stated in this Lease.

8. Repairs

Tenant must give Landlord prompt notice of required repairs or replacements. Tenant is not required to repair or replace any damage to it, except where caused in whole or in part by the act, negligence, or omission of Tenant, or Tenant's licensees, invitees, guests, contractors or agents. Tenant must give Landlord prompt notice of any damage. If the Unit is not used by Tenant or if Tenant is not paying the rent, Landlord shall have the right to decide which part of the Unit is usable. Landlord need only arrange for the damaged structural parts of the Unit to be repaired. Landlord is not required to arrange for the repair or replacement of any equipment, fixtures, furnishings or decorations. Landlord is not responsible for delays due to settling insurance claims, or obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

9. Fire, accident, defects, damage

Tenant must give Landlord prompt notice of fire, accident, damage or fire or other casualty. Tenant is not required to pay rent for the time the Unit is unusable. If part of the Unit can be used, Tenant must use the Unit for which the Tenant has the right to decide. Tenant shall not be held responsible for any damage or expense caused by the Tenant, or by use of the Unit.

*If no broker, insert "None."

Landlord's use as stated in this section. Landlord may put the security in any place permitted by law. If the law states the security must bear interest, unless the security is used by Landlord as stated in the Lease, Landlord will give Tenant the interest in the sum. Tenant is not required to do or pay for any work until stated in this Lease. If a Mechanic's Lien is filed on the Unit or building for Tenant's failure to pay for alterations or installations in the Unit, Tenant must immediately pay or bond the amount stated in the Lien. Landlord may pay the Mechanic's Lien and recover the cost from Tenant.

Declarant of Condominium: (Declaration)

Name of Condominium: (Declaration)
17. Sale of Unit
For the Landlord wants to sell the Unit Landlord shall have the right to end this Lease by giving 30 days notice to Tenant. If Landlord gives Tenant that notice then the Lease will end and Tenant must leave the Unit at the end of the 30 days period in the notice.

18. No liability for property
Neither the Landlord, the Association or Board of Managers is liable or responsible for {4} loss, theft, misrepresentation or damage to personal property, or (b) injury caused by the property or its use.

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

20. Terrace and balconies
The Unit may have a terrace or balcony. The terms of this Lease apply to the terrace or balcony as if part of the Unit. The Landlord may change the size, appearance, or any part of the terrace and balcony. Landlord will notify Tenant of such rules.

Tenant must keep the terrace or balcony clean and free from snow, ice, leaves and garbage and keep all screens and drains in good repair. No cooking allowed and no plants may be kept on the terrace or balcony. If Tenant does, Landlord has the right to remove and store them at Tenant's expense.

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

22. Notices
Any bill, statement or notice must be in writing. If so Tenant, it must be delivered or mailed to the Tenant at the Unit. If so Landlord, the bill, statement or notice must be considered delivered on the day mailed or if not mailed, when at the proper address. A notice must be sent by certified mail. Landlord must notify Tenant that an address is changed. The signatures of all Tenants in the Unit are required on every notice by Tenant's signature. Notice by Landlord to one named person shall be as though given to all those persons. Each party shall accept notices of the other.

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

(1) Failure to pay rent or added rent on time, 3 days.
(2) Failure to move into the Unit within 15 days after the beginning of the Term, 3 days.
(3) Issuance of a court order under which the Unit may be taken by another party, 5 days.
(4) Any failure to perform any term in another lease between Landlord and Tenant such as a garage lease, 5 days.
(5) Improper conduct by Tenant annoying other tenants, 3 days.
(6) Failure to comply with any term or rule in the Lease, 5 days.

If Tenant fails to cure in the time stated, Landlord may cancel the Lease by giving Tenant a cancellation notice. The cancellation notice will state that the Term will end on a date not less than 3 days after the date of the notice. On the cancellation date in the notice the Term of this lease shall end. Tenant must leave the Unit and pay all rents due on or before the cancellation date. Tenant continues to be responsible as stated in this Lease.

If Tenant's application for the Unit contains any misstatement of fact, the entire application shall be cancelled by cancellation notice as stated in Paragraph 23. A.

(1) If the Lease is cancelled; or (2) rent or added rent is paid, Landlord may in addition to other remedies take any of the following steps: enter the Unit and remove Tenant and any person or property, and (b) use eviction of any suit or method to take back the Unit.

If this Lease is canceled, call Landlord to back the Unit. The following takes place:

(1) Rents and added rent for the unexpired Term becomes due and payable. Landlord must also pay Landlord's expenses as stated in Paragraph 23. D(3). (2) Landlord may re-lease either the Unit with anything in it. The cash equivalent of the Term. Landlord may change the Term or no rent and give allowances to the new tenant. Landlord must give Tenant's expenses, do any work Landlord feels needed to put the Unit in good order and prepare it for renting. Tenant remains liable and is not released in any manner.

Any rent received by Landlord for the re-renting shall be used first to pay Landlord's expenses and second to pay any amounts Tenant must pay under this Lease. Then, in the order of getting possession and re-renting the Unit, including, but not only, reasonable legal fees, brokers' fees, cleaning and repairing costs, damages, and such other matters as Landlord may incur.

From time to time Landlord may bring actions for damages, Delay or failure to bring an action shall not be a waiver of Landlord's rights. Tenant is not entitled to any excess of rents collected over the rent Landlord claims from the tenant. The monthly rent, shall be considered as part of the rent paid to Landlord. Tenant is entitled to all of it.

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

14. Jury Trial and counterclaims

Landlord and Tenant agree not to use their right to a Jury by any action or proceeding brought by either against the other. For any proceeding concerning this Lease or the Unit. The giving up of the right to a Jury is a serious matter. There are no provisions of law that protect that right and limit the type of action in which a Jury Trial may be available. Tenant agrees to have no right to bring a counterclaim or set-off in any action by Landlord against Tenant on any matter directly or indirectly related to this Lease.

15. Bankruptcy, Insolvency

Tenants assign property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may terminate this Lease 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the 30 days, the Term shall end as of the date stated in the notice. Tenant must cease to pay rent, damages, losses and expenses without offset.

16. No Waiver

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

17. Illegality

If a term in this Lease is illegal that term will no longer apply. The rest of this Lease remains in full force.

18. Representations, changes in lease

Tenant has read this Lease. All promises made by the Landlord in this Lease. There are no other promises or representations that have been changed only by an agreement in writing signed by and delivered to each party.

19. Inability to perform

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

20. Limit of recovery against landlord

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

21. End of Term

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

22. Space “as Is”

Tenant has inspected the Unit and Building. Tenant states that they are in good order and repair and takes the Unit as is. Sizes of rooms and floor plans of the Building and the Unit are approximate and subject to change. This Lease is not affected or Landlord liable if the brochure or plans do not show obstructions or are not up to date as stated in each Unit.

23. Quiet enjoyment

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

24. Landlord's consent

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

25. Lease binding on

The Lease binding on Landlord and Tenant and their heirs, distributors, executors, administrators, successors and lawful assignees.

26. Landlord

Landlord means the owner of the Unit. Landlord's obligations end when the ownership interest in the Unit is transferred. Any acts Landlord may do may be performed by Landlord's agents.

27. Broker

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

32. Paragraph headings

The paragraph headings are for convenience only.

39. Rules

Tenant must comply with these Rules. Notice of new or changed Rules will be given to Tenant. Landlord, the Association or Board of Managers need not enforce Rules against other Tenant. Landlord is not liable to Tenant if Tenant violates these Rules. Tenant receives no rights under these Rules:

(1) The comfort or rights of other tenants must not be interfered with. Annoying sounds, smells and lights are not allowed. Tenant's clothes is allowed on the roof. Nothing may be placed on or attached to fire escapes, sill, windows or exterior walls of the Unit or in the hallway or public areas. Clothes, linens or rugs may not be allowed to be hung outside of the Unit or on terraces.

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

(4) Floors of the Unit must be covered by carpets or rugs. Without prior written permission Tenant is not allowed to bring additional carpets or rugs into the Unit.

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

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

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

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

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

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

(11) Tenant shall conserve energy.

(12) Tenant may not operate manual elevators. Smoking or carrying of cigarettes or cigars is not permitted in elevators. Messenger and trade people must only use service elevators and service entrances.

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

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

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

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

(17) Bicycles, scooters, skate boards or skates may not be kept or used in the lobby, halls or stairways. Carriages and sleds may not be kept or used in the lobby, halls or stairways.

40. Appliances, etc., Included in Lease

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

41. Definitions

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

b) Words defined in applicable statutes have the meanings therein set forth.

c) “Condominium” — See Heading.

d) “Unit” — See Heading.

e) “Board of Managers” — group of persons selected, authorized and directed to manage and operate a condominium, as provided by the Condominium Act, and the Declaration.

f) “Building” — See Article 1.

g) “Common Charges” — each unit's share of the common expenses in accordance with its common interest in the common elements of the Condominium.

h) “Common Elements” — that which is described in the Declaration.

i) “Common Expenses” — the actual and estimated expenses of operating and maintaining the Condominium and any reasonable reserve for such purposes, as found and determined by the Board of Managers plus all sums designated common expenses by or pursuant to the Condominium Act, or the Declaration.

j) “Common Interest” — the proportionate, undivided interest each Unit owner has in the common elements.

k) “Condominium owners” or persons owning 1 or more units in the condominium in fee simple.

42. Increase in common Charges

A. Tenant shall pay to Landlord, in addition to rent, all increases in Common Expenses above the Real Estate Taxes and Assessed values related to the Unit, which exceed those charges, expenses or dues payable on the date of this Lease.

B. If a Tenant shall pay to Landlord, in addition to rent, the Unit's Common Interest Share of any increase in the Real Estate Taxes (including all equivalent, and/or use and/or supplemental taxes and taxes related to the Condominium as a substitute for Real Estate Taxes) above the Real Estate Taxes assessed or imposed against the Condominium (including but not limited to increases in assessments for the future) for the current year in effect on the commencement date of the term of this Lease.

43. No Liability

A. Landlord, the Board of Managers, the Association and their respective directors or agents, and Alumni owners related to the Unit, shall not be liable for, injury to any person, or for property damage sustained by Tenant, its licensees, invitees, guests, contractors and agents, or by any person, group or body, except for negligence of Landlord, the Board of Managers or the Association.

B. Tenant agrees to protect, indemnify and save harmless Landlord, the Board of Managers and the Association from all losses, costs, or damages suffered by reason of any act or omission, without any other occurrence which causes injury to any person or property and is related in any way to the use of the Unit.

44. Automobiles

No storage of Tenant's or any other person's automobile whether or not parked or being driven in or about the Building.
parking area or garage, if any, shall at all times be at the sole risk of Tenant. Should any employees of the Condominium assist Tenant or take part in the parking, moving or handling of Tenant's or any other person's automobile or other property given to the custody of any employee for any reason whatsoever, that employee is considered the agent of Tenant or such other person and not of Landlord, the Condominium, the Board of Managers or the Association and none of them shall be liable to Tenant or to any other person for the acts or omission of any employee or for the loss of or damage to the automobile or any of its contents.

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

45. Garage Space

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

46. Voting

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

47. No Affirmative Obligations of Landlord

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

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

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

LANDLORD:

__________________________________________

__________________________________________

WITNESS:

__________________________________________

GUARANTY OF PAYMENT

Guarantor and address

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

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

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

4. Waiver of Notice. I do not have to be informed about any default by Tenant. I, with or without advance notice, may, if in my judgment the default is continuing, take such action as I deem advisable to enforce the Guaranty or any other right I may have under this Guaranty.

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

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

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

__________________________________________

GUARANTOR:

__________________________________________

Guarantor's address:

__________________________________________