

**SUBLET PROCEDURES**

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To obtain the consent of the Board of Directors of 205 West End Avenue Owners Corp. for the sublet of an apartment; please be advised that the Board of Directors requires that certain personal and financial information be provided for its review.

**From The Sublessor**

1. Letter from the shareholder including the reason for the sublet, the term of the sublet, and the intention of the shareholder at the end of the sublease, i.e. resale, reoccupation.
2. Copy of completed Sublessor application form (enclosed).
3. Copy of an executed Sublease Agreement (**Blumberg P193**).
4. Written authorization to the sublet from the financing Bank is required, in accordance with the Recognition Agreement, signed by the Board of Directors, the financing bank and the shareholder.
5. Please have the enclosed apartment inspection form completed by the building manager (this form must be submitted with the application)

**Note: Apartment must be inspected by management before any application can be submitted to the Board for review.**

**From The Sublessee**

1. Copy of completed Sublessee application (enclosed).
2. Copy of completed Financial Statement form (enclosed).
3. Supply copies of all current statements for accounts listed as assets (i.e., bank, money market account and stock brokerage account statements).
4. Letter from current landlord or managing agent stating amount of current rent or maintenance, length of residency and delinquent payment history, if any.
5. Letter from employer verifying length of employment, salary and copy of most recent pay stub. If self employed, verification of income (i.e., audited financial statements).
6. Copy of completed IRS and State Tax Returns for most recent two (2) years, including W-2 and 1099 forms.
7. Authorization form to conduct a credit report (enclosed).
8. House Rule form to be executed (enclosed).
9. Two business reference letters.
10. Two personal reference letters.
11. One bank reference letter.

## Application Fees

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1. A (non-refundable) **certified** check payable to AKAM Associates, Inc. in the amount of \$75.00 for each applicant, to cover the cost of a credit report(s).
2. Authorization form to conduct a credit report (enclosed)
3. A (non-refundable) **certified** check payable to AKAM Associates, Inc., in the amount of \$150.00 to cover the cost of processing the application
4. A (non-refundable) **certified** check payable to 205 West End Avenue Owners Corp. in the amount of \$150.00, to cover the cost for reviewing the application.
5. A (non-refundable) check payable to 205 West End Avenue Owners Corp. in the amount of \$500.00 plus \$0.60/share/mo for the first year \$0.75/share/mo in the second year (2 yr limit) (payable to 205 West End Owners Corp).
6. Security Deposit: 3 Months Maintenance
7. A check in the amount of \$75.00 made payable to AKAM Associates, Inc. representing the lead paint processing fees (Shareholder's Cost).

**NOTE:** *Please note that effective immediately, a Federal Regulation requires that all shareholders selling/subletting their apartments must submit a Lead Paint Disclosure Statement Form with their package. The form is enclosed for your convenience. This office has been instructed not to accept any packages, which do not include the form. (Studios Are Exempt)*

8. A check payable to 205 West End Avenue Owners Corp. in the amount of \$500.00 from the prospective Sublessor, to act as a security deposit for possible damage to the building during the move-out. These funds will be returned if no damage occurs.
9. A check payable to 205 West End Avenue Owners Corp. in the amount of \$500.00 from the prospective Sublessee, to act as a security deposit for possible damage to the building during the move-in. These funds will be returned if no damage occurs.

### I. Policies And Fees

Please refer to the sublet guidelines (enclosed).

- II. All of the above documents must be assembled into a complete package and submitted to AKAM Associates, Inc.. One set of originals and **eight collated copies** of the complete package to be forwarded to the Board of Directors.

**Complete packages must be delivered to the Managing Agent's office no later than the 30 days prior to the board meeting** so that the credit report can be completed and that the Board has sufficient time to review the materials before discussing them at the Board meeting.

- III. **Incomplete packages will not be submitted to the board.**

This office will forward the complete packages to the Board for its review and discussion at its regular monthly meeting, which, usually, is the first Monday of the month (subject to change at the Board's discretion).

#### **IV. Interview**

**After the board meeting**, a personal interview will be arranged with the Admissions Committee, if the Board has no questions regarding your application package; **both prospective Sublessor(s) and the prospective Sublessee(s) and any other prospective occupants of the Apartment must be interviewed.** After the interview, the management office will notify prospective Sublessor(s) and prospective Sublessee(s) of the Board's decision within one or two days.

A move-in may not be scheduled until (and unless) a sublet is approved.

***Note: If the shareholder(s) is/are to be out of New York for the duration of the sublease, he/she will be required to designate an agent (Form Enclosed) to act on his/her behalf.***

Please feel free to contact Diana Diaz, *Closing Director*, if you have any questions or require any further information at (212) 986-0001.

**APPLICATION TO SUBLET APARTMENT**

**Sublessor//Shareholder**

Date of Application \_\_\_\_\_ Apartment Number \_\_\_\_\_

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

Social Security # 1. \_\_\_\_\_ 2. \_\_\_\_\_

Home Phone \_\_\_\_\_ Office Phone 1 \_\_\_\_\_

\_\_\_\_\_ Office Phone 2 \_\_\_\_\_

**Employment**

	Shareholder 1	Shareholder 2
Employer	_____	_____
Address	_____	_____
Nature of Business	_____	_____
Position	_____	_____
Length of Employment	_____	_____
Person to Contact	_____	_____
Telephone	_____	_____

**Reason for Sublet**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sublet Period Beginning \_\_\_\_\_ Concluding \_\_\_\_\_

**Your Location During Sublet**

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Indebtedness	\$	Cost	\$
Monthly Income	\$		
Monthly Mortgage Cost	\$		
Other Monthly Expenses	\$	<i>e.g., utilities, taxes, insurance, etc</i>	

Market Value of your Percentage Owned? \$ \_\_\_\_\_

Total Market Value of all Real Estate owned \$ \_\_\_\_\_ Including 205 West End

Total Indebtedness of all Real Estate owned \$ \_\_\_\_\_ Including 205 West End

**Other Assets** (car, note receivable, etc.)

<i>Description</i>		<i>Value</i>
		\$
		\$
		\$
		\$
Life Insurance Cash Surrender Value	\$	\$
Annual Premium	\$	\$

**Other Liabilities**

*Loan Type or Credit Outstanding*

*e.g., car or student loans, credit card, from life policy, margin, from relatives.*

<i>Creditors</i>	<i>Owed</i>	\$	<i>Due</i>
		\$	
		\$	
		\$	

Guarantor of another's indebtedness?  Yes  No

Yes  No

*If, yes*

*Description:*

*Amount*

\$

\$

Total

\$

\$

Total Other Liabilities

**Assets And Liabilities Summary**

**Assets**

*Total Amounts*

Cash \$

Stocks & Bonds \$

Real Estate \$

Other Assets \$

Total Assts \$

**Liabilities**

*Total Amounts*

Real Estate Indebtedness \$

Other Liabilities \$

Total Liabilities \$

**Sources of Income**

Current Annual Salary \$

Prior Year Salary \$

Second Prior Year Salary \$

Other Income \$

(bonus, interest etc.) \$ \_\_\_\_\_

If you are a principal or employed by a family business, please complete:

*Annual Dividend or Partnership Income*

	<b>Shareholder 1</b>	<b>Shareholder 2</b>
Current Year	\$ _____	\$ _____
Past Year	\$ _____	\$ _____
Second Prior Year	\$ _____	\$ _____

**Income Summary**

*Average Monthly Net Income (after deducting withholding taxes)*

	<b>Shareholder 1</b>	<b>Shareholder 2t</b>	<b>Total</b>
Employment	\$ _____	\$ _____	\$ _____
Overtime	\$ _____	\$ _____	\$ _____
Commissions/Bonuses	\$ _____	\$ _____	\$ _____
Interest/Dividends	\$ _____	\$ _____	\$ _____
Net Rental Income	\$ _____	\$ _____	\$ _____
Other Income	\$ _____	\$ _____	\$ _____
<b>Total Monthly Income</b>	\$ _____	\$ _____	\$ _____

*Average Monthly Expenses (combined)*

Rent/Maintenance	\$ _____
Mortgages	\$ _____
Other Interest Payments	\$ _____
Real Estate Taxes	\$ _____
Utilities including Phone	\$ _____
Insurance	\$ _____
Alimony/Child Support	\$ _____
<b>Total</b>	\$ _____

**Income During Proposed Sublet Period**

Do you anticipate and material change Yes  No  If yes, explain in detail below:

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**General**

	<b>Applicant</b>	<b>Co-Applicant</b>
Have you ever been convicted of a crime?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Have you, or any company or business in which you are or were principal, filed for, or been forced into bankruptcy?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is there any outstanding litigation involving you or any company in which you have a material interest?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Are you subject to any unsatisfied judgment or lien of any kind?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Has any property you have ever owned or in which you had a material financial interest been the subject of foreclosure proceedings?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

*If yes to any, provide details.*

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The undersigned hereby authorize(s) the Board or Directors to contact, without any notification to the Applicant(s), any of the employers, banks, landlords, managing agents, etc. described herein in order to obtain information bearing upon this application. The undersigned also certifies that the information contained in this application is true.

\_\_\_\_\_  
Shareholder 1

\_\_\_\_\_  
Shareholder 2

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APPLICATION TO SUBLET APARTMENT**

**Sublessee**

Date of Application \_\_\_\_\_ Apartment Number \_\_\_\_\_

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

Social Security 1. \_\_\_\_\_ 2. \_\_\_\_\_

Home Phone \_\_\_\_\_ Office Phone 1 \_\_\_\_\_

Office Phone 2 \_\_\_\_\_

Current Address \_\_\_\_\_

Rent  Own

How long? \_\_\_\_\_

	Sublessee	Sublessee
Home Phone	_____	_____
Office Phone	_____	_____
Citizenship	_____	_____

*If not US Citizen, explain status:* \_\_\_\_\_

*All persons who will reside in the apartment, other than applicant(s)*

Name \_\_\_\_\_ Age \_\_\_\_\_ Relationship \_\_\_\_\_

Name \_\_\_\_\_ Age \_\_\_\_\_ Relationship \_\_\_\_\_

Any Pets: *please specify* \_\_\_\_\_

**Employment** (Complete Co-Applicant if joint income is to be considered)

	Applicant	Co-Applicant
Employer		
Address		
Nature of Business		
Position		
Length of Employment		
Person to Contact		
Telephone		

**Source of Income** (Combined, if applicable)

Current Annual Salary	\$
Prior Year Salary	\$
Second Prior Year Salary	\$
Other Income (bonus, overtime, dividends, interest etc)	\$

*If you are self employed please complete this section.*

Present Year Dividend or Partnership Income	\$
Prior Year Dividend or Partnership Income	\$
Second Prior Year Dividend or Partnership Income	\$

**Average Monthly Income** (Combined)

Employment Income (after deducting withholding)	\$
Overtime	\$
Commissions/Bonuses	\$
Interest Dividends	\$
Net Rental Income (from properties owned, if applicable)	\$
Other Income	\$
<b>Total</b>	<b>\$</b>

**Average Monthly Expenses**

\_\_\_\_\_

	Present	Proposed
Rent/Maintenance	\$	\$
Mortgages	\$	\$
Other loans, financing and credit payments	\$	\$
Real Estate Taxes	\$	\$
Utilities (phone, gas, electricity)	\$	\$
Alimony / Child Support	\$	\$
Total	\$	\$

**Assets & Liabilities Summary**

Assets

*Total Amounts*

Cash	\$
Stocks & Bonds	\$
Real Estate	\$
Other Assets	\$
Total Assts	\$

Liabilities

*Total Amounts*

Real Estate Indebtedness	\$
Other Liabilities	\$
Total Liabilities	\$

**General** (Sublessee)

Have you ever been convicted of a crime? Yes  No

Have you, or any company or business in which you are or were principal, filed for, or been forced into bankruptcy? Yes  No

Is there any outstanding litigation involving you or any company in which you have a material interest? Yes  No

Are you subject to any unsatisfied judgment or lien of any kind? Yes  No

Has any property you have ever owned or in which you had a material financial interest been the subject of foreclosure proceedings? Yes  No

\_\_\_\_\_  
*If yes to any, provide details.*

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*The undersigned certifies that the information provided in this application is true*

\_\_\_\_\_  
Sublessee

\_\_\_\_\_  
Co-Sublessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**205 West End Avenue Owners Corp.  
HOUSE RULES**

*Revised Effective November 4, 2002*

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## **1. General House Rules**

The Board of Directors may amend or repeal the House Rules at any time and enact new ones as needed.

Any consent granted by the Directors or the Managing Agent under these House Rules shall be revocable at any time at the sole discretion of the Board of Directors.

Lessees shall deposit with the Managing Agent a complete set of keys so as to permit entry into the apartment in case of an emergency. Keys should not be left with the doorman.

Lessees shall maintain liability insurance covering injuries and damage caused to others and other apartments in the building. A certificate evidencing such insurance shall be deposited with the Managing Agent.

The Board of Directors may from time to time curtail or relocate any space devoted to storage, laundry or building amenities.

Comments, concerns and complaints about services in the building should initially be submitted in writing to the Managing Agent, *not* to the Board of Directors. Include specific details of the problem, the time and names of individuals involved. Complaints must be signed and dated.

Violations of House Rules should be reported in writing to the Managing Agent.

If the Directors determine that a House Rule has been violated, they may, in addition to the actions authorized in the Proprietary Lease, take such action as they deem necessary, including admonitions, warnings, the imposition of administrative fees and the commencement of proceedings for eviction or other legal remedies.

## **2. Unauthorized Sublets**

Any shareholder who sublets without approval of the Lessor will be subject to a charge of \$1,000.00 plus 20% of the monthly maintenance for each month the unauthorized sublet is in effect, in addition to eviction of the unapproved tenant.

### 3. Garbage And Refuse Disposal

- A. **Garbage** should be dropped down the chute only between 8 AM and 11 PM
- B. **Garbage** should not be left on the floor of the compactor room.
- C. **Newspapers** should be left in a neat stack on the shelf in the compactor room on each floor between 8 AM and 11 PM
- D. **Recyclable materials**, as defined by the municipal authorities, must be deposited in the designated container between 8 AM and 11 PM. Cans must first be rinsed to remove food residues that attract vermin. *For the safety of building employees, **glass containers** should also be rinsed and placed in the recyclable container in the compactor room.*
- E. **All wet debris** should be securely wrapped, preferably in a plastic bag; the package should be small enough to fit easily down the chute. The Lessee is responsible for the immediate cleanup of any debris in the hallway and compactor room, including kitchen garbage, soap powder, wrappers, etc. Notify the superintendent or doorman when garbage has been dropped but not cleaned up, so that it can be removed by maintenance staff.
- F. **Small cartons**, boxes, crates, glass, wood items, and other solid matter should not be put down the chute. They should be left neatly on the floor of the compactor room, if they do not impede access to the room and do not prevent the door from being closed. Whenever possible, cartons should be broken down and flattened.
- G. **Bulky items**: contact the doorman or superintendent to arrange to have them picked up.
- H. **Vacuum cleaner bags**, as well as other accumulations of dust, dirt, etc., should be securely wrapped before being dropped down the chute.
- I. **Never drop flammable, explosive, corrosive, combustible, or noxious substances, lighted cigarettes or cigars down the chute.** This includes carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, oil-soaked rags, or empty paint cans. Combustible materials should be so labeled and left on the floor of the compactor room on the resident's floor; if assistance is needed, contact the doorman or superintendent.

### 4. Noise

Noise that disturbs others and any action that disrupts or infringes upon the rights, the reasonable comfort or the convenience of others are not permitted. Specifically:

- A. **Audio or electronic** equipment should not be played or allowed to be played at any time so as to disturb unreasonably any resident in nearby apartments or in common areas.
- B. **Music**: Playing or practicing a musical instrument, singing or conducting vocal exercises is prohibited between 10:00 PM and 8:00 AM.
- C. **Apartment floors** must be covered by carpeting or other noise-reducing material over at least 80% of each room. Bathrooms, kitchens, closets, and balconies are excluded from this policy.

- D. **Children** may not play in the lobby, hallways, corridors, stairwells, elevators, or basement.
- E. **Pets** shall not be permitted to make loud and repeated noise that disturbs other residents.
- F. **Appliances:** Noise-making devices such as vacuum cleaners and floor waxing machines may not be used between 11:00 PM and 8:00 AM.
- G. **Construction work:** Renovation, substantial repair work, or installations which cause disturbing noise must be done between 9:00 AM. and 5:00 PM, Mondays through Fridays (not including legal holidays, when such work is not allowed).
- H. **Tools** Regular use of electric or manual tools at any time shall not be permitted if the noise unreasonably disturbs other residents. Noise-making tools should never be used between 10 PM and 8 AM.
- I. **Apartment doors** and stairway doors should not be allowed to slam closed repeatedly so as to disturb other residents. The maintenance, to prevent squeaking of interior doors and doors leading into the hallway, is the responsibility of the Lessee.

## 5. Pets And Other Animals

- A. Only with prior Lessor approval are pets permitted in the building, and only if certain criteria are observed. Dogs should be of a reasonable size and breed for a city apartment.
- B. All dog owners must register their dogs with the Lincoln Towers Community Association (LTCA). Only Lessor-approved dogs registered with the Management Office and wearing the LTCA I.D. tag may be walked on the grounds. These tags will only be issued to Lessees who have obtained Lessor approval for their pets.
- C. Lessees are responsible for their pets' behavior, and for ensuring that their pets do not infringe on other Lessees' rights or cause damage or undue wear and tear on our mutual property. Pet owners are responsible for the cost of professional cleaning, repairs, or replacement if any wall, stairwell, steps, or floor finishes are damaged and/or stained by their pet.
- D. Effective June 1, 2000, a one-dog per apartment limit was adopted by the Lessor for new Lessees and Lessees who did not then have a dog.
- E. Dogs and cats must always be on a leash, or carried, when outside an apartment.
- F. Residents may not "walk" their pets (i.e. allow them to relieve themselves) in the stairwells, on balconies, sidewalks, walkways, tree pits, or in public areas of the building.
- G. The current penalties that will be assessed against any resident who does not comply with rules A-F are:
  - First offense will result in a warning;
  - Second offense will be \$50.00;
  - Third and fourth offenses \$100.00;
  - Fifth or more \$200.00 per offense.

- Continued non-compliance will be referred for legal action.
- H. It is the responsibility by each dog owner to assure that he or she, or any walker retained to walk his or her dog, complies with city regulations and building policies with respect to dogs, including regulations requiring that dogs be curbed (walked on the public street, not the driveway) and that some form of “pooper scooper” always be used.
- I. Pets must be kept away from areas posted with “No Pets Allowed” signs and from all landscaped areas.
- J. Potentially dangerous pets (e.g. poisonous snakes, constrictors, and most pit bulls) are not allowed in the building, even temporarily. Unruly pets, whatever their size, are not permitted.
- K. Residents should not feed pigeons, birds, squirrels, et al., from the building, on the Lincoln Towers grounds, or on the sidewalks and streets around the building.
- L. Security guards are authorized to remind residents and visitors when they violate these rules, and to keep a record and report violations. Violation will result in a fine. Continued disregard may result in additional legal action.

## **6. Moving & Large Deliveries**

An appointment must be scheduled at least one week in advance with the Management Office for any move-in, or move-out or with the superintendent for delivery of a piece (or pieces) of large furniture. This is necessary since our building has only one elevator car designated for these purposes on each side of the building.

Move-ins, move-outs and deliveries may be scheduled between the hours of 9:00 AM and 5:00 PM on weekdays only. Only one move is scheduled per day since each move may last many hours. Only under extenuating circumstances will the Management Office or superintendent approve a move or major delivery on a weekend or outside of the designated time period. Weekend moves and deliveries must be scheduled at least **two** weeks in advance, and the Lessee will be charged an additional fee equal to the overtime rate for a building staff member to be present during the move.

The schedule of applicable fees approved by the Directors, which must be submitted before the reserved date, may be obtained from the Management Office.

An inspection by the superintendent after the move or delivery will determine if there has been damage done to the common areas of the building or grounds. Refundable fees will be returned or withheld based on that inspection. Unauthorized moves and deliveries will be stopped immediately by the Lincoln Towers Security staff.

## **7. Doormen, Visitors. Small Deliveries, Parking**

- A. All visitors, delivery people, trades people and messengers must be announced by the doorman before continuing on to the elevators. The doorman has authority to ask visitors for I.D.
- B. Lessees may not ask building employees to do personal errands or perform any personal services, beyond their prescribed duties, during the employees' scheduled working hours.
- C. Lessees who wish a third party to have independent access to any apartment (i.e. gives keys to a third party) must give written notice of such consent to the doorman.
- D. Vehicles may not be parked so as to block or impede access to any door. Curb space in the front of the building is and should at all times remain available for short periods of loading and unloading, e.g., for taxicabs.
- E. Commercial promotional matter - including menus and advertisements - shall not be placed under apartment doors or on the shelves opposite the elevators. Any person or business violating this rule may be barred from making deliveries in the building.
- F. Group tours, auctions, or exhibitions of any apartment or its contents may not be conducted without the *prior* written consent of the Lessor or the Managing Agent.
- G. "Open House" showing of apartments is not allowed.

## **8. Parking Spaces**

- A. Nothing may be stored in a parking space except a passenger automobile and items contained therein.
- B. No more than one licensed passenger automobile may be parked or stored in a parking space.
- C. Each automobile must be maintained in a condition such that it does not cause damage to the space (e.g. from an oil or transmission leak).
- D. No vehicle is permitted to be serviced, repaired, washed, or otherwise worked on in a parking space or on any other portion of the building grounds except for changing a tire or charging a battery.
- E. No Parking Space may be painted by the tenant or signs placed thereon.

## **9. Common Areas**

*(Lobby, Halls, Stairways, Elevators, Roof, Laundry Room, and Grounds)*

- A. No smoking is allowed in elevators, hallways, stairways, or the lobby.
- B. Except when specifically authorized by the Lessor, consumption of food or drink is not permitted in the lobby. Any unwanted mail or other waste material should be deposited in the waste receptacles in the mail rooms.
- C. The lobby may not be used for meetings, except organized by the Directors or with the written permission of the Directors. The Directors will approve Tenant Association meetings in the lobby or Community Room at reasonable times.

- D. Lessees should not cause any disturbance in the public areas (lobby, halls, stairways, elevators, etc.) that might interfere with other residents' rights and comfort. Children may not play in these areas.
- E. The use of the phone at the lobby desk is limited to the doorman's contact with apartments, Security, the Managing Agent, etc. It is not to be used for personal calls.
- F. Socializing at the lobby desk or with the doormen should be limited since it distracts the doormen from their essential duties.
- G. Public areas, including hallways and doors, may not be furnished or decorated without the prior consent of the Board of Directors or the Managing Agent. It is the present policy of the Directors not to approve decoration of a public hall above the ground floor unless all apartments for which such hall serves as a means of ingress or egress, have consented.
- H. Bicycling, roller skating/blading, scootering and skate boarding are not allowed on the sidewalks, along the front driveway or anywhere within the building.
- I. Halls and stairways must be kept free of obstruction. Articles such as the following: bicycles, baby carriages, tricycles, shopping carts, packaging cases, open umbrellas, refuse, doormats, shoes etc. may not be left in the hallways.
- J. No signs, notices, or advertisements may be displayed in public areas without the prior consent of the Board of Directors, except that residents may post signs on the bulletin board provided for such purpose in the laundry rooms without such consent.
- K. Use of the roof is prohibited. In addition to the danger, walking about the roof may damage the roofing materials.
- L. The indoor common areas shall not be used for selling, soliciting, playing, or exercising, except with the written permission of the Lessor.
- M. Lessees may use laundry room facilities during hours designated from time to time and are expected to help keep the room neat and clean.
- N. No equipment may be removed from the laundry room, even temporarily. This includes laundry carts, tables, and chairs.
- O. Bleach and other corrosive materials used by residents must be kept in a spill-proof safety container when moved within the building.

## **10. Windows and Balconies**

- A. The windows in all apartments in which children up to 10 years of age reside must be equipped with window guards. It is the responsibility of Lessees to apply for them to the Management Office and ensure that they are securely installed at all times. Lessees in apartments without children may also secure window guards through the Management Office. It is a legal requirement that all Lessees fill out a Window Guard Form each year.
- B. No object may be hung, thrown, or shaken from the doors, windows, or balconies or put on the outside window sills of any apartment. No pigeons or other birds shall be fed from the window sills, balconies, common areas or on the sidewalk or street adjacent to the building. Special care should be taken to extinguish cigarettes and dispose of them in the apartment.

- C. No awnings, air-conditioning units, TV aerials, satellite dishes, or other objects that will protrude beyond any balcony or window ledge are allowed.
- D. No radios, direct broadcast satellite receivers, or TV aerials, shall be attached to or hung from the exterior of the building without prior written approval of the Lessor or Managing Agent.
- E. Windows should be kept clean. In the event of neglect, ten days after notice in writing from the Managing Agent, such cleaning may be arranged by the Lessor which shall have the right to arrange entry for such purposes. Costs incurred will be the responsibility of the Lessee.
- F. No sign, notice, advertisement, or illuminations excluding reasonable and appropriately secured U.S. flags and holiday decorations, shall be put at or on a window or balcony, or exposed anywhere, unless approved by the Lessor.
- G. Painting of windows or sashes is not permitted.
- H. Balconies may not be enclosed.
- I. Balconies should be kept clean and may not be used as storage areas, dog runs, or pet toilets.
- J. Lessees should ensure that balcony furnishings (including plants and plant material) are properly maintained, secured, and do not cause personal harm to anyone or damage to their own or other residents' apartments. Such damage is the offending Lessee's responsibility and that Lessee is liable for all claims and suits that may result.
- K. Only wood or plastic planters that do not exceed 2 feet in diameter and have proper drainage holes, standing on supports at least two inches from the balcony and three inches from the wall, may be used. Concrete planters are not permitted.
- L. Charcoal grills and open flames are not allowed on the balconies. Propane tanks are also not permitted.
- M. No Lessee shall paint the walls or railing of the balcony. The Lessee, with prior written approval of the Directors, may paint the painted surface of the divider and ceiling of the balcony in accordance with specifications that may be obtained from the Managing Agent. The Lessee shall not place/install any floor covering on the balcony surface without the written approval of the Lessor.
- N. Balcony lighting may be installed, but only pursuant to specifications and drawings furnished by the Management Office.

## **11. Apartment Interiors**

- A. Any structural alteration, demolition or repairs may only be made with prior approval of the Lessor and in compliance with such terms as the Lessor may specify. Alteration request forms and applicable rules and regulations may be obtained from the Managing Agent.
- B. Installation of major appliances and equipment involving plumbing and electrical work may be done only with prior written approval of the Lessor and in compliance with such terms as the Directors may specify. Request forms may be obtained from the Managing Agent.

- C. Sinks, toilets, baths, and other water drainage systems should not be used for the disposal of garbage such as sweepings, rubbish, or rags. Costs of repairing damage caused by misuse shall be paid for by the Lessee.
- D. Access to an apartment by the Managing Agent will only be made after prior notice or in the event of an emergency. If access is not available, Lessees will be responsible for the cost of repairs resulting from the emergency entry.
- E. The Managing Agent, and any contractor or workman authorized by the Managing Agent, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insect, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any vermin, insects, or other pests.
- F. In-sink garbage disposals and, except in those apartments previously approved, clothes washers and dryers are not allowed in any apartment. The Lessor reserves the right to inspect any apartment when evidence suggests that any of these appliances has been installed. A penalty of \$3,000 will be imposed for an unauthorized installation, in addition to requiring removal of the appliance.
- G. The electrical panels located on various floors may not be opened and utilized except by authorized building personnel.
- H. Only air-conditioners approved by the Lessor and Managing Agent may be installed in an apartment. Only air-conditioners that fit the sleeves in apartment walls will be approved.

## **12. Sub-metering of Electricity**

On September 18, 2002, Lessor obtained the approval of the State of NY Department of Public Service to initiate sub-metering of electricity. Previously, Lessees were charged for electricity based on the number of shares allocated to their apartment, without reference to actual usage. As a result:

- A. Rates and charges paid by Lessees will be based on the actual costs to Lessor as measured by the utility company's master meter. This will be accomplished by dividing the total dollars billed by the utility company by the total kilowatt-hours indicated on that monthly billing. This produces a cost per kilowatt-hour which will be multiplied by the number of kilowatt-hours indicated on the individual meters servicing the Lessee's apartment. The sub-metering company will prepare a monthly bill indicating the monthly charges to be paid to the Lessor that will be sent to the Lessee together with the monthly maintenance statement.
- B. Monthly cost of electricity to Lessee may include a service charge of up to \$4.00 per meter, provided that the total charge may not exceed the charge that would have been made by the Consolidated Edison Company for direct metering of the same service.
- C. Sub-meters will be read on the same schedule as the utility company's reading of the master meter and will be billed on a monthly basis.
- D. Monthly bills will indicate in plain language, the dates of the billing period, amount of consumption, taxes, service charges and total due.

- E. Failure to pay the electric charges will be treated the same as failure to pay the maintenance charges and the Lessor has the same rights as it has if maintenance is not paid.
- F. If Lessee has a complaint involving electric service, it must be submitted in writing to the sub-metering company, with a copy to the Managing Agent, and shall indicate the action or relief sought. After review of the complaint, the sub-metering company shall advise the Lessee of the disposition of the complaint not later than thirty (30) days after receipt of the complaint. If dissatisfied with the resolution, Lessee has the right, within a reasonable time, to file a written protest requesting review of the determination by an outside, unbiased, independent grievance arbitrator, retained by Lessor and selected from the American Arbitration Association or equivalent organization. The finding of the arbitrator shall be final and binding upon Lessor and Lessee.
- G. For purposes of these sub-metering rules, the holder of unsold shares, rather than rental tenants occupying the apartments represented by such shares, shall be deemed to be the Lessee.

### **13. Renovations, Construction, Repairs. etc**

- A. Construction, repairs and renovations may be conducted only between 9:00 AM and 5:00 PM on weekdays. They are not permitted on legal holidays or on weekends. Before starting this work, Lessees are required to secure a renovation package from the Management Office that describes applicable rules and procedures. Certain alterations may involve a filing with the NYC Buildings Department.
- B. When a gas appliance is being repaired, replaced, or otherwise disturbed, the work must be inspected by the superintendent who will confirm leak-free connections.
- C. The Lessor reserves the right to review all renovation plans (including work to be performed by Lessees themselves) and, if necessary, to use the services of a licensed engineer or architect at the applicant's expense. Construction and renovation work requires a refundable deposit to cover possible damage to elevators, hallways, etc.
- D. To avoid rejection or delays in approval of renovation proposals, Lessees and their advisers should keep in mind the following major construction limitations that will be applied:
  - a. Existing service (electrical, plumbing, etc.) risers, whether exposed or in service chases, shall not be relocated.
  - b. The apartment electrical service, between the corridor distribution closet and the apartment's fuse box or circuit breaker panel, shall not be modified.
  - c. The electrical service load (amperage) allocated to each apartment must remain as built and shall not be enlarged.
  - d. All plumbing must be done by a NYC-licensed professional plumber. The existing plumbing fixtures (sinks, lavatories, toilets, and tubs) may be replaced or relocated, but there shall be no additional fixtures on any riser.

- e. Gas appliances (stoves, etc.) may be replaced only with gas-fired units.
- f. No waste disposals, clothes washers or dryers (either fixed or portable) shall be installed.
- g. Through-the-wall air-conditioning units shall not be replaced with new units having larger power requirements or requiring wall sleeve changes. Replacement air-conditioners must have New York State energy code approval. No window-unit air-conditioners shall be installed.
- h. Built-in fixtures and furniture shall be constructed so as to provide accessibility to the existing building services such as pipe chases, electrical risers, and air-conditioners.
- i. Kitchen and bathroom vents may not be blocked under any circumstance.



**HOUSE RULES RECEIPT**

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Date \_\_\_\_\_ 200\_\_

Board of Directors  
205 West End Avenue Owners Corp.  
205 West End Avenue  
New York, New York 10023

**Re:** Sale \_\_\_\_\_ Sublet \_\_\_\_\_

Dear Board of Directors:

This is to acknowledge that I/we have received and read the House Rules for 205 West End Owners Corp.

Further I/we agree to abide by all rules and regulations as they are set forth.

Received by: \_\_\_\_\_

Received by: \_\_\_\_\_



**CREDIT AUTHORIZATION**

**Re: 205 West End Avenue, New York, NY 10023**

Apartment \_\_\_\_\_

In order for AKAM Associates, Inc. to comply with the provisions of Section 606 of The Fair Reporting Act, I (We) authorize AKAM Associates Inc., and/or its agent(s) to retain a credit reporting agency. This agency may obtain, prepare and furnish credit reports concerning me (us). AKAM Associates, Inc. may then furnish this information to The Board Of Directors of 205 West End Avenue Owners Corp.

***Please Print Clearly or Type***

\_\_\_\_\_  
Applicant's Name

\_\_\_\_\_  
Co-Applicant's Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Current Address

\_\_\_\_\_  
Current Address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**APARTMENT INSPECTION FORM**

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**Re: 205 West End Avenue, New York, NY 10023**

Apartment \_\_\_\_\_

*This section is to be filled out by Shareholder:*

Application is being made to the Board of Directors to approve:

- Sale
- Sublet
- Refinancing
- Title Transfer

of the above apartment. I (We) understand that in addition to the required documents, approval is contingent on inspection of the apartment by the Managing Agent.

\_\_\_\_\_  
Shareholder

\_\_\_\_\_  
Shareholder (if in joint name)

\_\_\_\_\_  
*This section is to be filled out by the Managing Agent who will submit it to the Closing Office.*

I have inspected the above apartment:

- Passed Inspection
- Failed Inspection

Comments:

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\_\_\_\_\_  
Property Manager

\_\_\_\_\_  
Date