

**EXECUTIVE PLAZA CONDOMINIUM
150 WEST 51ST STREET
PURCHASE APPLICATION – rev 4/4/2018**

The following is a list of the items you are required to submit for the Board of Managers to review your application. Please be certain to provide ALL of the information requested. ***In the interest of confidentiality, social security numbers must not appear on any of the documentation submitted with the exception of the Consent Form. Account numbers should be eliminated except for the last three digits. Applicants must still provide their social security numbers on the included Consent Form.***

Prospective purchasers to submit one (1) copy (single sided, 8.5 x 11 pages only, do not bind, staple or paperclip) of the following to the attention of the Closing Department at AKAM Associates, Inc.:

1. Notice of Intention to Sell (Attached)
2. Purchase Application (Attached)
3. Monthly Cash Flow Summary (Attached)
4. Applicant's Release. (Attached)
5. Acknowledgement of the Rules and Regulations of the Condominium. (Attached)
6. Fully Executed Contract of Sale
7. Emergency Contact Form (Attached)
8. Consent Form (Attached)
9. Lead Paint Disclosure Form (Attached)
10. Window Guard Rider Form. (Attached)
11. Fire Safety Acknowledgement (Attached)
12. Policy Acknowledgement (Attached)
13. Affidavit of Smoke Alarm/Carbon Monoxide Detector Installation Compliance (Attached)
13. Copy of valid photo ID (driver's license, passport or state ID card only)

Please note if you will be performing an Alteration, please contact Management upon completion of purchase to obtain agreement.

IF PURCHASE IS BEING FINANCED:

1. Loan Application
2. Letter of Commitment
3. Good Faith Estimate (if your rate is not yet locked in)

Fees to be submitted with application (CERTIFIED CHECKS OR MONEY ORDERS ONLY)

Please DO NOT combine fees:

1. **\$400.00 Processing Fee** (non-refundable) made payable to AKAM Associates, Inc. paid by the Purchaser.
2. **\$125.00 Credit Check Fee** (non-refundable) per applicant and per adult occupant made payable to AKAM Associates, Inc. paid by Purchaser.
3. **\$550.00 Application Fee** made payable to Executive Plaza Condominium paid by the Seller.
4. **\$1,000.00 Move In Deposit** made payable to Executive Plaza Condominium (refundable). Paid By Purchaser
5. **\$1,000.00 Move Out Deposit** made payable to Executive Plaza Condominium (refundable). Paid by the Seller.
6. **\$400.00 escrow deposit** made payable to Executive Plaza Condominium (Refundable upon receipt of your post closing documents). Paid by Purchaser.

PLEASE NOTE:

Apartments are for residential use only. No offices.

Only completed applications will be sent to the Board of Managers. All information submitted will be treated as confidential.

No application will be submitted to the Board where the Unit Owner is not current in all obligations to the Condominium.

One (1) copy should be submitted to:

**AKAM Associates, Inc.
c/o Management Office at EXECUTIVE PLAZA
Attn: Rebecca Walsh
150 West 51st Street
New York, NY 10019**

NOTICE OF INTENTION TO SELL CONDOMINIUM UNIT

The undersigned, being the owner of apartment # _____, at 150 West 51st Street, New York, NY hereby notifies the Board of Managers in care of AKAM Associates, Inc., Managing Agent that the undersigned has received a bona fide offer to SELL said apartment unit to the below named prospective purchaser or tenant on the terms stated below, and that the undersigned intends to accept such offer:

PROSPECTIVE PURCHASER

NAME: _____
ADDRESS: _____
SOCIAL SECURITY #: _____

TERMS OF PROPOSED SALE

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

PURCHASE PRICE: \$ _____ PROPOSED CLOSING DATE _____

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

Name of Individual Owner or Corporation

Signature of Individual Owner or Corporation

Dated: _____

AKAM ASSOCIATES, INC.

As Agent for Executive Plaza Condominium
150 West 51st Street
New York, NY
(212) 986-0001

WAIVER INFORMATION FORM

APPLICANT'S Name _____ S.S. # _____
APPLICANT'S Name _____ S.S. # _____
Applicant's Attorney _____ Telephone _____
Attorney's Firm and Address _____
SELLER'S Name _____ S.S. # _____
Seller's Telephone _____ Forward Address _____
Seller's Attorney _____
Attorney's Firm and Address _____ Telephone _____
Closing Date and Time _____ Date of Possession _____
Purchase Price \$ _____
Current Estimated Common Charges per month \$ _____
Deposit _____ Required Cash Down: _____

FINANCING – NO

YES

AMOUNT _____

BANK _____ Address _____
Broker _____ Firm _____
Address _____ Phone _____

INFORMATION REGARDING APPLICANT(S)

Home Address _____
Telephone & Email Address _____
Business or Professional Affiliation and Position _____

Business
Address _____
Telephone _____
Current Employer _____ Date of Employment: From _____ to _____
_____ Date of Employment: From _____ to _____
Previous Employer _____ Date of Employment: From _____ to _____
_____ Date of Employment: From _____ to _____
Previous Employer _____ Date of Employment: From _____ to _____
_____ Date of Employment: From _____ to _____

(Continued)

Names of all persons and relationships who will reside in the apartment and if children, please state number and their approximate ages _____

Name of all residents in the building known by the applicant _____

Does applicant wish to maintain any pets, and if so, please specify _____

Does applicant have any alteration plans for the apartment _____ NO YES
Specify _____

REFERENCES

LANDLORD

Present Landlord or Agent _____

Address _____

Approximate Length of Occupancy _____

Previous Landlord or Agent _____

Address _____

Address of previous residence and approximate length of occupancy _____

FINANCIAL

a. Bank (Personal Account) _____

Address _____

b. Bank (Personal Account) _____

Address _____

c. Bank (Business Account) _____

Address _____

d. Stock Broker, C.P.A., Executor, if any _____

Address _____

e. For information regarding source(s) of income, contact _____

BUSINESS/PROFESSIONAL

1. Name _____

Address _____

2. Name _____

Address _____

3. Name _____

Address _____

4. Name _____

Address _____

(Continued)

SPECIAL REMARKS

Please give any additional information which may be pertinent or helpful _____

The undersigned hereby affirms that the information contained in this application is true and accurate to the best of his/her knowledge and belief. The undersigned has filled out the information above and understand that this information is essential in considering this application. It is further understood that this application, when signed by the undersigned, is to be subject to approval by Executive Plaza Condominium or its authorized representative.

Signature of Applicant

Signature of Spouse/Co-Applicant

All information above has been supplied by the applicant(s), and AKAM Associates, Inc., make no representations, nor are any implied, as to the accuracy or completeness thereof.

MONTHLY CASH FLOW SUMMARY

NAME _____

BUILDING _____ APT _____

1. INCOME

Salaries (take home) _____

Other Income _____

TOTAL _____

2. FIXED EXPENSES

(a) Housing
Mortgage _____
Maintenance _____
Other Mortgage (s) _____
Taxes _____
Miscellaneous _____

(b) Tuition _____
(c) Alimony or Child Support _____
(d) Other debt service _____
Car loans _____
Credit Cards _____

Personal Loans _____
Other _____

(e) Other _____

TOTAL _____

3. MONTHLY DISCRETIONARY INCOME

4. SPECIAL INSURANCE COVERAGE Yes ___ No ___
On Which Salaries? _____

APPLICANT'S RELEASE

Re: 150 West 51st Street, New York, NY, Apartment # _____

The undersigned applicant(s) is (are) submitting an application to purchase/lease the above-referenced apartment.

Applicant has submitted payment for certain fees (including, but not limited to, fees to check applicant's credit) to process this application.

Applicant acknowledges that the application to purchase/lease the apartment is subject to the Board of Manager's right of first refusal; and that the application may be rejected, or its processing delayed, due to the failure to submit a complete application or due to the failure of the owner to fulfill obligations to the Board of Managers. Whether the Board of Managers exercises the right of first refusal, or whether the application is approved, rejected or delayed, certain costs and expenses will be incurred and the fees described above will therefore not be refunded to the applicant(s). The application releases both the Board of Managers and the managing agent from any liability for the return of the fees paid in connection with the purchase/lease application; and agrees that, in the event that applicant seeks recovery of such fees, the applicant shall be liable for all costs and expenses (including attorney's fees) incurred by the Board of Managers and/or managing agent.

Applicant

Date

Applicant

Date

EXECUTIVE PLAZA CONDOMINIUM
150 WEST 51st Street, New York, NY

, 20__

Rules and Regulations Acknowledgement Form

RE: Unit Number _____

I/We have received, and have read, a copy of the current Rules & Regulations of Executive Plaza Condominium and will abide by them.

Signature

Signature

Emergency Contact Information

Owner's Name:	Email Address:
---------------	----------------

Please write in Business Name, Address and Telephone:

Business Telephone

Please write in any other numbers such as beeper, cell phone, vacation house that you would like to leave for emergency contact:

Owner's Name:	Email Address:
---------------	----------------

Please write in Business Name, Address and Telephone:

Business Telephone

Please write in any other numbers such as beeper, cell phone, vacation house that you would like to leave for emergency contact:

Please write in a Name, Address and Telephone of an Emergency Contact other than yourselves:

Please list all names of any additional occupants who will reside on the premises, including children

NAME	AGE	RELATIONSHIP
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Consent Form - Disclosure of Information:

Name: _____
Social Security # _____ - _____ - _____ Date of Birth _____
Home Phone #: _____ Business Phone #: _____
Home Address: _____
City: _____ State: _____ Zip: _____

Name: _____
Social Security # _____ - _____ - _____ Date of Birth _____
Home Phone #: _____ Business Phone #: _____
Home Address: _____
City: _____ State: _____ Zip: _____

I hereby give consent for an investigative consumer report to be done on me for tenancy purposes. I hereby authorize, without reservation, any law enforcement agency, administrator, state agency, state repository, former employer, corporation, credit agency, educational institution, city, state, federal court, military institution, information service bureau, employer or insurance company contacted by AKAM Associates or Tenant Alert to furnish any and all information required. I do understand the investigation will include information from law enforcement agencies, state agencies and public records information, such as credit, social security, criminal, motor vehicle and workers' compensation in accordance with the American with Disabilities Act. This report will include information as to my character work habits, performance and experience, along with the reasons for termination of past employment from previous employers. This releases the aforesaid parties from any liability and responsibility for collecting the above information at any time.

According to the Fair Credit Reporting Act (Law 91-508) SS 606:

A person may not procure or cause to be prepared an investigative consumer report on any consumer unless it is clearly and accurately disclosed to the consumers that an investigative consumer report including information as to his character, general reputation, personal characteristics and mode of living and employment history, whichever are applicable, may be made. I also understand that if I am denied tenancy because of the consumer investigation, it is my right to have the name of the agency or agencies disclosed to me within the time allowed. This authorization, in original or copy form, shall be valid for this and any further reports or updates that may be requested.

Signed: _____ Date: _____

Signed: _____ Date: _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller'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) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

EXECUTIVE PLAZA CONDOMINIUM
POLICY ACKNOWLEDGMENT

I (we) hereby acknowledge awareness of the following:

LATE CHARGE: a late charge of \$50 is imposed on any common charge payment received after the 15th of the month.

ALTERATION AGREEMENT: I (we) hereby acknowledge receipt of the Condominium's Alteration Agreement.

Applicant's Name

Applicant's Signature

Applicant's Name

Applicant's Signature

Date: _____

**AFFIDAVIT OF COMPLIANCE WITH
SMOKE AND CARBON MONOXIDE DETECTOR REQUIREMENT
FOR THE ONE AND TWO FAMILY DWELLINGS**

The undersigned, being duly sworn, depose and say that under penalty of perjury that they are the grantor of the real property of the cooperative shares in a cooperative corporation owning real property located at:

150 West 51st Street

Street Address

Unit/Apt.

New York,

New York. (The "Premises");

City/Town

That the premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one-or-two family dwelling, and that installed in the Premises is an approved and operational smoke and carbon monoxide detecting device in compliance with subdivision 5-a of Section 378 of the Executive Law concerning carbon monoxide detectors.

Name of Grantor

Name of Grantor

Signature of Grantor

Signature of Grantor

Date

Date

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime under article 210 of the penal code.



Re: Short-term leasing

Dear Unit Owner:

In recent months, it has come to the Board's attention that a number of you have been leasing your units for terms of less than 30 days; and that you have not been submitting your leases to the Board in advance, as required by the By-Laws of Executive Plaza. The Board has further learned that, despite the Board's prior warning, some of you are continuing to offer to rent units for terms of less than 30 days.

These practices are illegal and fraudulent. The New York Supreme Court has found that they are violations of Multiple Dwelling Law §4(8) (a), New York City Housing Maintenance Code §27-2004.a.8 (a) and New York City Building Code §310.1.2; and also constitute a consumer fraud... See, *City of New York v. Smart Apartments, LLC*, 39 Misc.3d 221 (2013). These practices may also expose you to substantial fines from the City of New York. In once recent case, the unit owner was fined \$2,000.00 by New York City for illegally using his condominium as a hotel room. See *City of New York v. Abe Carrey*, New York City Environmental Control Board, NOV 035006622J (2013).

In addition, these practices are violations of Art. SIXTEENTH of the Condominium's Declaration, and Art. XI of the Condominium's By-Laws.

Short-term rentals diminish the quality and attractiveness of Executive Plaza. The Board is committed to stopping these dangerous and illegal practices. If an owner is discovered to be renting a unit for periods of less than thirty (30) days, and/or fails to obtain a waiver of the right of first refusal from the Board, the Board has instructed its counsel to commence an action to obtain judicial relief barring further illegal rentals. In accordance with Executive Plaza's By-Laws, the Board's costs and expenses – including attorneys' fees – will be charged to the unit owner, and will constitute a lien on the unit.

Very truly yours,
The Board of Managers of
Executive Plaza

Board of Managers
Executive Plaza Condominium
150 West 51st Street
New York, New York 10019
Management Office (212) 765-2700

Executive Plaza Condominium

Lease/Sales/Refinance Fees

1. Lease Package (new) - \$250

Processing a new lease package and Initial waiver of Right of First Refusal. The new lease must be for a term of no less than 30 days

2. Sub Lease Package – corporate lease (change of tenancy) - \$250

For every change of tenancy under an existing corporate lease a new lease package and application must be submitted. The new “sublease” must be for a term of no less than 30 days.

3. Extension/Renewal - \$0 Per Extension/Renewal

For every Extension/Renewal of lease after the original lease term there will be no fee, however a lease renewal must be submitted to management.

4. Key Loss - \$25 per key

Unit owners are responsible for payment of \$25 should the tenant not return the keys to management.

5. Sales Application fees

- a. \$400 Processing fee payable to AKAM
- b. \$125 Credit Check Fee payable to AKAM
- c. \$550 Application fee payable to Executive Plaza Condominium
- d. \$400 Escrow Deposit payable to Executive Plaza(Refundable)
- e. \$1000 Move-out fee (refundable) paid by seller payable to Executive Plaza
- f. \$1000 Move-in fee (refundable) paid by purchaser payable to Executive Plaza

6. Refinancing Fee

- a. \$150 for Bank Questionnaire payable to AKAM
- b. \$0 for Standard Building Questionnaire

7. Offering Plan - \$250 payable to Executive Plaza

Please note that all payments in full must accompany all applications otherwise they will not be processed. Additionally, any application or renewal for any apartment currently in arrears will not be processed.

EXECUTIVE PLAZA CONDO
 AKAM ASSOCIATES, Inc.
 260 Madison Avenue, 12th Floor, New York, NY 10016
 Resident Manager: Mark Richards - 212-765-2789

FIRE SAFETY GUIDE

PART I - BUILDING INFORMATION SECTION

New York City law requires that landlords provide this guide to all residents to establish fire safety requirements for buildings in New York City.



DATE PREPARED:

10/10/2016

BUILDING OWNER / REPRESENTATIVE

EXECUTIVE PLAZA CONDO
 AKAM ASSOCIATES, Inc.
 260 Madison Avenue, 12th Floor, New York, NY 10016
 Resident Manager: Mark Richards - 212-765-2789
 (212) 986-0001

BUILDING INFORMATION

150 WEST 51ST STREET, NEW YORK, NY 10019

Year of Construction: 1928

Type of Construction: Combustible Non-Combustible

Number of Floors: 21 Above Ground 2 Below Ground

Sprinkler System: Yes No

Sprinkler System Coverage: Entire Building Partial (complete all that apply):

Dwelling Units:

Hallways: FLOOR 7-21

Stairwells:

Compactor Chute: Compactor Chute and Compactor in Cellar.

Other: Cellar, Sub-Cellar, Laundry Room, Mechanical & Service Areas

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

Location of Manual Pull Stations: Cellar & Sub-Cellar Monitored by Hotel. Warden Phones in the Residential Cellar communicates to the Fire Alarm System in Hotel.

Public Address System: Yes No

Location of Speakers: Stairwell Hallway Dwelling Unit Other

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

Type of Egress	Identification	Location	Leads to
Exit From Main Entrance	N/A	Main Lobby	51st Street
Enclosed Interior Stairwell	A	West Side of Hallway by Storage Room	Roof to Lobby and 7th Avenue
Enclosed Interior Stairwell	B	East Side of Hallway	Roof to Lobby and 7th Avenue
Enclosed Interior Stairwell	C	North Side of Hallway by Storage Room	Roof to Lobby & Exit Through TGIF to Street
Enclosed Interior Stairwell	D	North Side of Hallway	Roof to 51st Street
Sub-Cellar Stairwell	J	By Service Entrance	Sub Cellar to 51st Street
Sub-Cellar Stairwell	H	By Storage room	Sub-Cellar to Cellar through Insieme Restaurant
Cellar Stairwell	G	By Laundry Room	Cellar to Ground Level Exit Through TGIF to 7th Avenue

Other information: Residential Occupancy FI 7-21. Hotel 7th to Ground Fl. Bldg. has 3 Sections North, South & East. The Residential Hallways are Open to All Sides of the Bldg for Egress. 3 Sets of Fire Doors in Each Hallway Separating the Sections in Case of Fire. Standpipes in Stairwells A, C, D (Combo Standpipe/Sprinkler)

FIRE SAFETY PLAN
PART II – FIRE EMERGENCY INFORMATION

**BUILDING
ADDRESS:**

EXECUTIVE PLAZA CONDOMINIUM 150 WEST 51 ST, NEW YORK, NY 10019

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

- Basic fire prevention and fire preparedness measures that will reduce the risk of fire and maximize your safety in the event of fire.
- Basic information about your building, including the type of construction, the different ways of exiting the building, and the types of fire safety systems it may have.
- Emergency fire safety and evacuation instructions in the event of fire in your building.

PLEASE TAKE TIME TO READ THIS FIRE SAFETY PLAN AND TO DISCUSS IT WITH THE MEMBERS OF YOUR HOUSEHOLD. FIRE PREVENTION, PREPAREDNESS, AND AWARENESS CAN SAVE YOUR LIFE!

IN THE EVENT OF A FIRE,
CALL 911
OR THE FIRE DEPARTMENT DISPATCHER, AT

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

OR TRANSMIT AN ALARM FROM THE NEAREST FIRE ALARM BOX

BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES

These are fire safety tips that everybody should follow:

1. Every apartment should be equipped with at least one smoke detector. Check them periodically to make sure they work. Most smoke detectors can be tested by pressing the test button. Replace the batteries in the spring and fall when you move your clocks forward or back an hour, and whenever a smoke detector chirps to signal that its battery is low. The smoke detector should be replaced on a regular basis in accordance with the manufacturer's recommendation, but at least once every ten years.
2. Carelessly handled or discarded cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and especially be careful when smoking on sofa. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
3. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.
4. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your oven is off and any coffee pot or toaster is unplugged.
5. Never overload electrical outlets. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
6. Keep all doorways and windows leading to fire escapes free of obstructions, and report to the owner any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
7. Install window gates only if it is absolutely necessary for security reasons. Install only approved window gates. Do not install window gates with key locks. A delay in finding or using the key could cost lives. Maintain the window gate's opening device so it operated smoothly. Familiarize yourself and the members of your household with the operation of the window gate.
8. Familiarize yourself and members of your household with the location of all stairwells, fire escapes and other means of egress.
9. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
10. Exercise care in the use and placement of fresh cut decorative greens, such as Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including fireplaces. Do not keep for extended period of time, as they dry, decorative greens become easily combustible.

BUILDING INFORMATION

Building Construction

In a fire emergency, the decision to leave or stay in your apartment will depend in part on the type of building you are in.

Residential buildings built before 1968 are generally classified either as "fireproof" or "non-fireproof." Residential buildings built in or after 1968 are generally classified either as "combustible" or "non-combustible." The type of building construction generally depends on the size and height of the building.

A "non-combustible" or "fireproof" building whose structural components (the supporting elements of the building, such as steel or reinforced beams and floors) are constructed of materials that do not burn or are resistant to fire and therefore will not contribute to the spread of fire. In such buildings, fires are more likely to be contained in the apartment or space in which they start and less likely to spread inside the building walls to other apartments and floors. **THIS DOES NOT MEAN THAT THE BUILDING IS IMMUNE TO FIRE.** While the structural components of the building may not catch fire, all of the contents of the building (including furniture, carpeting, wood floors, decoration and personal belongings) may catch on fire and generate flames, heat and large amounts of smoke, which can travel throughout the building, especially if apartment or stairwell doors are left open.

A "combustible" or "non-fireproof" building has structural components (such as wood) that will burn if exposed to fire and can contribute to the spread of fire. In such buildings, the fire can spread inside the building walls to other apartment floors, in addition to the flame, heat and smoke that can be generated by the burning of the contents of the building.

Be sure to check Part I (Building Information Section) of this safety plan to see what type of building you are in.

Means of Egress

All residential buildings have at least one means of egress (way of exiting the building), and most have at least two. There are several different types of egress:

Interior Stairs: All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed. Unenclosed stairwells (stair that are not separated from the hallways by walls and doors) do not prevent the spread of flame, heat and smoke. Since flames, heat and smoke generally rise, unenclosed stairwells may not ensure safe egress in the event of a fire on a lower floor. Enclosed stairs are more likely to permit safe egress from the building, if the doors are kept closed. It is important to get familiar with the means of egress available in your building.

Exterior Stairs: Some buildings provide access to the apartments by means of stairs and corridors that are outdoors. The fact that they are outdoors and do not trap heat and smoke enhances their safety in the event of a fire, provided that they are not obstructed.

Fire Tower Stairs: These are generally enclosed stairwells in a "tower" separated from the building by air shafts open to the outside. The open air shafts allow heat and smoke to escape from the building.

Fire Escapes: Many older buildings are equipped with a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes are considered a "secondary" or alternative means of egress, and are to be used if the primary means of egress (stairwells) cannot be safely used to exit the building because they are obstructed by flame, heat or smoke.

Exits: Most buildings have more than one exit. In addition to the main entrance to the building, there may be separate side exits, rear exits, basement exits, roof exits and exits to the street from stairwells. Some of these exits may have alarms. Not all of these exits may lead to the street. Roof exits may or may not allow access to adjoining buildings.

Be sure to review Part I (Building Information Section) of this fire safety plan and familiarize yourself with the different means of egress from your building.

Fire Sprinkler Systems

A fire sprinkler system is a system of pipes and sprinkler heads that when triggered by the heat of a fire automatically discharges water that extinguishes the fire. The sprinkler system will continue to discharge water until it is turned off. When a sprinkler system activates, an alarm is sounded.

Sprinkler systems are very effective at preventing fire from spreading beyond the room in which it starts. However, the fire may still generate smoke, which can travel throughout the building.

Residential buildings are generally not required to have fire sprinkler systems. Some residential buildings are equipped with sprinkler systems, but only in compactors, chutes and rooms or boiler rooms. All apartment buildings constructed or substantially renovated after March 1999 will be required by law to be equipped with fire sprinkler system throughout the building.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with fire sprinkler systems.

Interior Fire Alarm Systems

Although generally not required, some residential buildings are equipped with interior fire alarm systems that are designed to warn building occupants of a fire in the building. Interior fire alarm systems are generally consist of a panel located in a lobby or basement, with manual pull stations located near the main entrance and by each stairwell door. Interior fire alarms systems are usually manually-activated (must be pulled by hand) and do not automatically transmit a signal to the Fire Department, so a telephone call must still be made to 911 or the Fire Department dispatcher. Do not assume that the Fire Department has been notified because you hear a fire alarm or smoke detector sounding in the building.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with an interior fire alarm system and whether the alarm is transmitted to the Fire Department, and familiarize yourself with the location of the manual pull stations and how to activate them in the event of a fire.

Public Address Systems

Although generally not required, some residential buildings are equipped with public address systems that enable voice communications from a central location, usually in the building lobby. Public address systems are different from building intercoms, and usually consist of loudspeakers in building hallways and/or stairwells.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with a public address system.

EMERGENCY FIRE SAFETY AND EVACUATION INSTRUCTIONS

IN THE EVENT OF A FIRE, FOLLOW THE DIRECTIONS OF FIRE DEPARTMENT PERSONNEL. HOWEVER, THERE MAY BE EMERGENCY SITUATIONS IN WHICH YOU MAY BE REQUIRED TO DECIDE ON A COURSE OF ACTION TO PROTECT YOURSELF AND THE OTHER MEMBERS OF YOUR HOUSEHOLD.

THIS FIRE SAFETY PLAN IS INTENDED TO ASSIST YOU IN SELECTING THE SAFEST COURSE OF ACTION IN SUCH AN EMERGENCY. PLEASE NOTE THAT NO FIRE SAFETY PLAN CAN ACCOUNT FOR ALL THE POSSIBLE FACTORS AND CHANGING CONDITIONS; YOU WILL HAVE TO DECIDE FOR YOURSELF WHAT IS THE SAFEST COURSE OF ACTION UNDER THE CIRCUMSTANCES.

General Emergency Fire Safety Instructions

1. Stay calm. Do not panic. Notify the Fire Department as soon as possible. Firefighters will be on the scene of a fire within minutes of receiving an alarm.
2. Because flame, heat and smoke rise, generally a fire on a floor below your apartment presents a greater threat to your safety than a fire on a floor above your apartment.
3. Do not overestimate your ability to put out a fire. Most fires cannot be easily or safely extinguished. Do not attempt to put the fire out once it begins to quickly spread. If you attempt to put a fire out, make sure you have a clear path of retreat from the room.
4. If you decide to exit the building during a fire, close all doors as you exit to confine the fire. Never use the elevator. It could stop between floors or take you to where the fire is.
5. Heat, smoke and gases emitted by burning materials can quickly choke you. If you are caught in heavy smoke condition, get down on the floor and crawl. Take short breaths, breathing through your nose.
6. If your clothes catch fire, don't run. Stop where you are, drop to the ground, cover your face with your hands to protect your face and lungs and roll over to smother the flames.

Evacuation Instructions If The Fire Is In Your Apartment (All Types of Building Construction)

1. Close the door to the room where the fire is, and leave the apartment.
2. Make sure **EVERYONE** leaved the apartment with you.
3. Take your keys.
4. Close, but do not lock, the apartment door.
5. Alert people on your floor by knocking on their doors on your way to the exit.
6. Use the nearest stairwell to exist the building.
7. **DO NOT USE THE ELEVATOR.**
8. Call 911 once you reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene.
9. Meet the members of your household at a predetermined location outside the building. Notify responding firefighters if anyone is unaccounted for.

Evacuation Instructions If The Fire Is Not In Your Apartment

"NON-COMBUSTIBLE" OR "FIREPROOF" BUILDINGS:

1. Stay inside your apartment and listen for instructions from firefighters unless conditions become dangerous.
2. If you must exit your apartment, first feel the apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat and fire.
3. If you can safely exit your apartment, follow the instructions above for a fire in your apartment.
4. If you cannot safely exit your apartment or building, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
5. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
6. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
7. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract attention of firefighters.
8. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of smoke, heat or fire.

"COMBUSTIBLE" OR "NON-FIREPROOF" BUILDING

1. Feel your apartment and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
2. Exit your apartment and building if you can safely do so, following the instructions above for a fire in your apartment.
3. If the hallway or stairwell is not safe because of smoke, heat or fire and you have access to a fire escape, use it to exit the building. Proceed cautiously on the fire escape and always carry or hold onto small children.
4. If you cannot use the stairs or fire escape, call 911 and tell them your address, floor, apartment number and number of people in your apartment.
 - A. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
 - B. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
 - C. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
 - D. If smoke conditions worsen before help arrives, get down on the floor and take a short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

Fire Safety Notice—Non-Combustible Building

FIRE SAFETY NOTICE

IN THE EVENT OF FIRE, STAY CALM. NOTIFY THE FIRE DEPARTMENT AND FOLLOW THE DIRECTIONS OF FIRE DEPARTMENT PERSONNEL. IF YOU MUST TAKE IMMEDIATE ACTION, USE YOUR JUDGMENT AS TO THE SAFEST COURSE OF ACTION, GUIDED BY THE FOLLOWING INFORMATION:

YOU ARE IN A NON-COMBUSTIBLE (FIREPROOF) BUILDING

If The Fire Is In Your Apartment

- Close the door to the room where the fire is and leave the apartment.
- Make sure EVERYONE leaves the apartment with you.
- Take your keys.
- Close, but do not lock, the apartment door.
- Alert people on your floor by knocking on their doors on your way to the exit.
- Use the nearest stairwell to leave the building.
- **DO NOT USE THE ELEVATOR.**
- Call 911 once you reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene.
- Meet the members of your household at a pre-determined location outside the building. Notify the firefighters if anyone is unaccounted for.

If The Fire Is Not In Your Apartment

- Stay inside your apartment and listen for instructions from firefighters unless conditions become dangerous.
- If you must exit your apartment, first feel the apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
- If you can safely exit your apartment, follow the instructions above for a fire in your apartment.
- If you cannot safely exit your apartment or building, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
- Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
- Open windows a few inches at top and bottom unless flames and smoke are coming from below.
- Do not break any windows.
- If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
- If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

other casualty (unless 75% or more of the Building is destroyed or substantially damaged and 75% or more of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration), the Board of Managers shall arrange for the prompt repair and restoration of the Building (including any damaged Units, and any kitchen or bathroom fixtures initially installed therein by the Sponsor, but not including any wall, ceiling, or door decorations or coverings or other furniture, furnishings, fixtures or equipment installed by Unit Owners in the Units), and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute an individual expense, and the individual Unit Owner shall provide for the payment, by insurance or otherwise, of any additional repairs to their individual Unit.

If 75% or more of the Building is destroyed or substantially damaged and 75% or more of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective common interests, after first paying out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

The foregoing provisions of this Section 3 of this Article VII shall govern the method of distribution of any award from condemnation or eminent domain proceedings obtained in accordance with the provisions of Article XII hereof.

ARTICLE VIII. HOUSE RULES

Section 1. *Application.* In addition to the other provisions of these By-Laws, the following house rules and regulations together with such additional rules and regulations as may hereafter be adopted by the Board of Managers shall govern the use of the Units and the conduct of all residents thereof.

Section 2. *Occupancy.* All Units shall be used for one family residence purposes only as such term is defined in the Declaration.

Section 3. *Use of Units.* Owners of Units shall not use or permit the use of the premises in any manner which would be disturbing or a nuisance to other Owners, or in such a way as to be injurious to the reputation of the Condominium. Notwithstanding the above, the Sponsor shall be entitled to use any Unit owned by the Sponsor as a sales office or for any other purpose permitted by applicable law.

Section 4. *Common Elements.* The common elements shall not be obstructed, littered, defaced or misused in any manner.

Section 5. *Liability.* Every Unit Owner shall be liable for any and all damages to the common elements and the property of the Condominium, which shall be caused by said Unit Owner or such other person for whose conduct he is legally responsible.

Section 6. *Repair of Units.*

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

(b) All the repairs to telephone installations in a Unit located in and servicing only that Unit shall be made by the Unit Owner at his own expense.

Section 7. *Structural Modifications.* An Owner shall not make structural modifications to the Unit or other alterations which would impair the structural soundness of the Unit without the prior written consent of a majority in common interest of the Unit Owners and the prior written consent of all Unit Owners affected. Consent may be requested through the management agent, if any, or through the Board of Managers, if no management agent is employed. The Unit Owners shall have the obligation to answer within thirty days and failure to do so within said thirty-day period shall mean that there is no objection to the proposed modification or alteration.

Section 8. *Rules and Regulations.*

(a) No terrace shall be enclosed, decorated or covered by an awning or otherwise without the prior written consent of the Board of Managers or the managing agent.

(b) No Unit Owner shall paint the exterior surfaces of the windows and doors opening out of his Unit.

(c) Terraces shall be kept free from snow, ice and water, and the Unit Owner shall not paint the terrace or affix objects of any kind to its walls.

(d) The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units.

(e) No article shall be placed in any of the halls or on any of the staircase landings, nor shall any fire exit be obstructed in any manner. Nothing shall be hung or shaken from the doors, windows or terraces or placed upon the windowwalls of the Building.

(f) Children shall not play in the public halls, elevator vestibules, stairways or elevators.

(g) No public hall or elevator vestibule of the Building shall be decorated or furnished by any Unit Owner in any manner.

(h) Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, or windows thereof, any dirt or other substance.

(i) No awnings or window guards shall be used in or about any Unit except such as shall have been approved in writing by the Board of Managers or the managing agent, which approval may be granted or refused in the sole discretion of the Board of Managers or the management agent.

(j) No awning or radio or television aerial shall be attached to or hung from the exterior of the Building, and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Building except such as shall have been approved in writing by the Board of Managers or the management agent; nor shall anything be projected from any window of the Building without similar approval.

(k) Unit Owners shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units.

(l) No Unit Owner or any of his agents, servants, employees, licensees or visitors shall at any time bring into or keep in his Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use.

(m) If any key or keys are entrusted by a Unit Owner or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of the Board of Managers or of the management agent, whether for such Unit Owner's Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Board of Managers nor the management agent shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

(n) 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 in such Unit Owner's Unit.

(o) No baby carriages or bicycles or the like shall be allowed to stand in the public halls, passageways, courts or other public areas of the Building.

(p) No Unit Owner shall make or permit any disturbing noise in the Building, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a phonograph or a radio or television set or other loud speaker in such Owner's Unit between the hours of twelve midnight and the following seven a.m., if the same shall disturb or annoy other occupants of the Building and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of ten p.m. and the following nine a.m.

(q) No bird, reptile, animal or other pet shall be permitted, kept or harbored in any Unit unless the same in each instance be expressly permitted in writing by the Board of Managers or the management agent and such consent, if given, shall be revocable by the Board of Managers or the management agent in their sole discretion, at any time. In no event shall any bird, reptile, animal or other pet be permitted in any of the public portions of the Building, unless carried or on a leash, nor in any grass or garden plot under any condition.

(r) No refuse from the Units shall be sent to the basement of the Building except at such times and in such manner as the Board of Managers or the management agent may direct.

(a) Water closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designated, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water closets or other apparatus in a Unit shall be repaired and paid for by the Owner of such Unit.

(t) No occupant of the Building shall send any employee of the Board of Managers or of the management agent out of any Building on any private business.

(u) The agents of the Board of Managers or the management agent, and any contractor or workman authorized by the Board of Managers or the managing agent may enter any room or Unit in the Building at any reasonable hour of the day 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.

(v) No cooking shall be permitted on any terrace of the Building. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

(w) The Board of Managers or the management agent may retain a pass-key to each Unit. The Unit Owner shall not alter any lock or install a new lock on any door leading to his Unit without the written consent of the Board of Managers or the management agent. If such consent is given, the Board of Managers or the management agent shall be provided with a key.

(x) The Board of Managers or the management agent may from time to time curtail or relocate any portion of the common elements devoted to storage or service purposes.

(y) Complaints regarding the service of any Building shall be made in writing to the Board of Managers or to the management agent.

(z) Any consent or approval given under these rules and regulations may be added to, amended or repealed at any time by resolution of the Board of Managers.

(aa) Clothes and other articles shall not be dried or aired on the roof or on or from any terrace.

(bb) No garbage cans, ice, milk bottles, mats or other articles shall be placed in the halls or on the staircase landings, nor shall anything be hung

from the windows or terraces or placed upon the window sills. Nor shall any linens, cloths, curtains, rugs or mops be shaken or hung from or on any of the windows, doors or terraces.

(cc) Unit Owners will faithfully observe the following procedures with respect to the use of the compactor: (a) wrap dust, floor and powdered waste in compact packages before disposing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the flue; (d) crush into tight bundles all loose papers before placing the same in the hopper door; (e) cause all bundles of waste to slide out of the hopper; (f) refrain from depositing waste of an explosive nature therein.

(dd) No Unit Owner shall install or permit the use of any clothes washing machine or clothes drying machine in any Unit.

(ee) All Unit Owners and their guests shall abide by any and all rules and regulations promulgated by the board of managers of the 761-779 Seventh Avenue Condominium.

ARTICLE IX. DEFAULT

In the event a Unit Owner does not pay any sums, charges or assessments required to be paid when due, the Board of Managers or the management agent, acting in behalf of the Board shall notify the Unit Owner and the mortgagee, if any, of such Unit. If such sum, charge or assessment shall remain unpaid for sixty (60) days after the giving of such notice, the Board, acting on behalf of Unit Owners, may foreclose the lien encumbering the Unit as a result of the nonpayment of the required moneys as set forth in the Declaration (subject to the lien of any first mortgage), in the same manner as the foreclosure of a mortgage. In the event the Owner of a Unit does not pay such sum, charge or assessment required to be paid by him within twenty (20) days of its due date, said sum shall bear interest at the rate of fifteen (15%) percent per annum from its due date, and said Unit Owner shall be liable for the Condominium's reasonable costs and a reasonable attorney's fee incurred by it incident to the collection or enforcement of such lien.

Failure of a Unit Owner to comply strictly with the By-Laws and with the rules, regulations, resolutions and decisions adopted pursuant thereto, shall be grounds for an action to recover sums due for damages or injunctive relief or both maintainable by the Board of Managers acting on behalf of the Unit Owners or, in a proper case, by an aggrieved Unit Owner. In any case of flagrant or repeated violation by a Unit Owner, said Unit Owner may be required by the Board of Managers to give sufficient surety or sureties for his

future compliance with the By-Laws, rules, regulations, resolutions and decisions.

ARTICLE X. AMENDMENTS

Section 1. *Amendments by Unit Owners.* These By-Laws may be altered, amended or added to at any duly called Unit Owners' meeting, provided: (1) that the notice of the meeting shall contain a full statement of the proposed amendment or amendments; (2) that the amendment shall be approved by at least 66 2/3% of all Unit Owners in number and common interest (the Sponsor shall have one vote for each Unit which it owns); and (3) said amendment shall be set forth in a duly recorded amendment to the Declaration. However, no such amendment will affect or impair the validity or priority of the Unit Owners' interests and the interests of holders of a mortgage encumbering a Unit or Units.

Section 2. *Amendments Affecting the Sponsor or its Designees.* Notwithstanding any provision contained herein to the contrary, no amendment, modification, addition or deletion of or to these By-Laws, the Declaration or the rules and regulations shall be effective in any way against, or to limit in any way the rights of, the Sponsor or its designees or any unsold Unit unless the Sponsor has given its prior written consent thereto.

ARTICLE XI. SALES, LEASES AND MORTGAGES OF UNITS

Section 1. *Sales and Leases.* No Unit Owner other than the Sponsor may sell or lease his Unit or any interest therein except by complying with the following provisions:

Any Unit Owner who receives a bona fide offer (an "Outside Offer") for (a) the purchase of his Unit together with: (i) the undivided interest in the common elements appurtenant thereto; (ii) the interest of such Unit Owner in any Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Unit Owner in any other assets of the Condominium (collectively, the "Appurtenant Interests"), or (b) a lease of his Unit, which he intends to accept shall give notice to the Board of Managers of such Outside Offer and, of such intention, the name and address of the proposed purchaser or lessee, the terms of the proposed transaction and such other information as the Board of Managers may reasonably require, and shall offer to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the Board of Managers or its designee,

EXECUTIVE PLAZA CONDOMINIUM

Revised 11/15/2017

UNIT OWNER HANDBOOK

Dear Unit Owner(s):

Enclosed, please find the contact information for Executive Plaza Condominium. Additionally, you will find forms and information you will need regarding your ownership at Executive Plaza Condominium.

Should you require further information or have any questions regarding the Condominium's policies or procedures, please feel free to contact the management office.

Thank you.
Management

TABLE OF CONTENTS:

PAGE 3	BUILDING CONTACT INFORMATION
PAGE 4 - 7	BUILDING INFORMATION/POLICIES
	APARTMENT ALTERATION
	BROKER ACCESS
	BUILDING LINK
	CABLE/INTERNET/TELEPHONE AND ELECTRIC
	CONCIERGE PROCEDURE
	DOMESTIC HELP/CONTRACTORS OR VENDOR ACCESS
	ELEVATORS
	FOOD DELIVERY
	GUEST POLICY
	HEALTH CLUB
	HOMEOWNERS/RENTERS INSURANCE
	INTERCOM SYSTEM
	JIN'S DRY CLEANING
	KEYS/KEYTRAK SYSTEM
	LAUNDRY/DRY CLEANING FROM OUTSIDE VENDOR
	LAUNDRY ROOM
	LOBBY POLICY
	LOCKOUTS/KEY LOSS
	LOUD MUSIC/NOISE
	MAINTENANCE REQUESTS
	PACKAGE/MAIL DELIVERY
	PETS
	ROOF DECKS
	SECURITY
	SMOKE/CARBON MONOXIDE DETECTORS
	SMOKING
	SUBLEASE/ILLEGAL TENANCY
	SUBLEASE PACKAGE/SALES PACKAGE
	TRASH/RECYCLING
	WINDOW GUARDS
PAGE 8	MOVING/DELIVERIES/CONTRACTOR AND VENDOR PROCEDURE
PAGE 9 -10	BUILDING FORMS
	A. Building Link Registration Form
	B. AKAM Common Charge Payment Options

Contact Information for Executive Plaza Condominium

Concierge Desk

Tel: (212) 489-7454 or Intercom 39

Security/Service Entrance

Tel: (212) 489-5235 or Intercom 7250

Website:

www.executiveplazaresidents.com

In order to access the building website you must fill-out the enclosed registration form and submit to management.

Executive Plaza Condominium - Onsite Management Office

C/O AKAM Associates, Inc.

150 West 51st Street

New York, NY 10019

Hours of Operation - Monday – Friday, 9:00 am – 5:00 pm

Tel: (212) 765-2789 or Intercom 7173

Fax: (212) 977-3880

Management Executive

Rebecca Walsh

rwalsh@akam.com

Resident Manager

Mark Richards

mrichards@akam.com

Assistant Management Executive

Marisol Guzman

ep@akam.com

Managing Agent – Corporate Office

AKAM Associates, Inc.

260 Madison Avenue, 12th Floor

New York, NY 10016

Tel: (212) 986-0001

Fax: (212) 986-0002

Emergency dial 911

BUILDING INFORMATION/POLICIES

1. **APARTMENT ALTERATION:** Should a Unit Owner wish to perform work within their apartment (renovation, painting, floor repair etc...), they must contact management directly. Work will not be permitted unless approved by management. Additionally, any contractor in which you plan on hiring must be licensed and insured.
2. **BROKER ACCESS:** Should you wish to sell or lease your unit and require that a broker enter your apartment, you must contact management to advise of this access. Additionally, we do request that you provide the brokerage firm with keys to your unit. However, they can obtain the Keytrak key from the Concierge desk. All brokers must provide the concierge with a proper brokerage license upon entering the building.
3. **BUILDING LINK:** All Unit Owners must register with management to have access to Building Link (see attached form). Building Link is used to notify Unit Owners of maintenance requests and other items related to their units. Also, Unit Owners can obtain documents related to the building (lease applications, board minutes, financials etc...) from the Library section of Building Link.
4. **CABLE/INTERNET/TELEPHONE AND ELECTRIC:** All Unit Owners are responsible for setting up their own utilities. Please see service providers below.

Verizon	Debbie.roth@one.verizon.com or 917-623-8998
Time Warner	800-892-4357
RCN	800-746-4726
Con Edison (Electric)	800-75-ConEd

5. **CONCIERGE:** The concierge is located in the main lobby of the building. The concierge desk is on duty 24 hours a day 7 days a week. You may contact the concierge at (212) 489-7454 or intercom 39 if you are calling from inside your apartment. The concierge is pleased to announce all of your visitors and assist in handling your deliveries.
6. **DOMESTIC HELP, CONTRACTOR OR VENDOR ACCESS:** All must gain access through the security/service entrance. Should you have domestic help, contractor or vendor requiring access to your unit, you must contact the management office to coordinate access. The security/service entrance is equipped with a Keytrak system to provide keys to domestic help. If you have a contractor or vendor requiring access to your unit, someone must be present in the unit to greet the contractor or vendor.
7. **ELEVATORS:** There are three passenger elevators located in the Lobby, R1, R2 and R3. There are also two passenger/freight elevators located on the mezzanine. Please note that R1 and R2 passenger elevators go to floor 21 and R3 does not.

In the event that you get caught inside the elevator, please remain calm and press the Emergency button. The elevators are equipped with voice communication to the concierge desk. The concierge will contact the elevator service provider and answer any questions. Please do not try to pry the doors open during an entrapment.

8. **FOOD DELIVERY:** There are no food delivery vendors allowed to enter the residential portion of the building. All food deliveries must be picked up in the Lobby.

9. **GUEST POLICY:** If you are having a guest just visiting for the day, please alert the concierge as your guest must be announced prior to going to your apartment. If you are having a guest stay overnight or for duration of time, you must complete a guest registration form at the front desk or email management. The Unit Owner is responsible for providing keys to their guests. The building does not supply guest with keys, nor should the emergency keys be used for access. Guests are permitted to stay no longer than 21 days and all Unit Owners/residents are required to be residing within the apartment when they have guests visiting.
10. **HEALTH CLUB:** The health club is open for use by all residents. The health club is located on the top floor of the building. You can access the health club by taking the back elevators to the 21st Floor and then taking the stairs from the D staircase. The health club is open 7 days a week, 6:00 am to 11:00 pm.
11. **HOMEOWNERS/RENTERS INSURANCE:** All Unit Owners per the Condominium By-Laws must carry Homeowners Insurance. Additionally, as the Condominium is not responsible for any damage or loss of personal items, it is strongly recommended that if you rent your apartment out, you advise your tenant to obtain Renter's Insurance. Renter's Insurance can protect the Unit Owner should your tenant have a loss, cause damage to another unit or get hurt within your unit.
12. **INTERCOM SYSTEM:** Some apartments contain an intercom system which enables residents to call anywhere inside the building. Repair of your intercom is the responsibility of the Unit Owner. Also, it is advisable to provide the concierge with the telephone number of your tenant.
13. **JIN'S DRY CLEANING:** Located off the lobby in the mailroom is Jin's Dry Cleaning. Jin's is an independent laundry and dry cleaning service. Should you wish to utilize them they are open Monday – Friday, 7:30 am – 11:30 am and 3:30 pm to 7:30 pm. All services with Jin's must be coordinated with them directly. Tel: 212-397-4162.
14. **KEYS/KEYTRAK SYSTEM:** Each Unit Owner is responsible for maintaining a set of keys to their apartment. Additionally, each Unit Owner is responsible for providing a set of emergency keys to management that is stored in the building Keytrak system.

Unit Owners are not allowed to leave keys at the concierge desk for guests and the concierge desk is not allowed to hold keys for a Unit Owner or resident.

Should you lease your apartment; the management office will forward the keys you have provided to your tenant upon submittal and approval of a lease package. Please note that if you lease your apartment to a corporate tenant, the keys will be supplied one time to the corporation leasing the unit. Thereafter the corporation will be responsible for providing the keys to their occupants.

Unit Owners are not allowed to change the locks on the units. Management must be contacted should you wish to change your locks.

15. **LAUNDRY/DRY CLEANING BY OUTSIDE VENDOR:** If a resident wishes to use an outside dry cleaning or laundry service other than Jin's, please note that Executive Plaza does accept or receive dry cleaning/laundry service from outside laundry companies other than Jin's. If a resident wishes to utilize an outside laundry company, they must be home to directly deal with the laundry service when they pick-up or drop off.
16. **LAUNDRY ROOM:** The laundry room is located on the "C" level of the building. You can access the laundry room by taking the passenger elevator to the "C" level. The laundry room is open daily from 6:00 am – 11:00 pm and equipped with card operated machines. For your convenience, you

can purchase laundry cards from the laundry card vending machine located in the laundry room. The laundry room is operated independently by Coinmach and they should be contacted should you have an issue. Coinmach's contact information is located in the laundry room.

17. **LOBBY POLICY:** The lobby is for use intermittently by all residents. There is no eating or drinking in the lobby, no loitering for long durations of time, no conducting business in the lobby, no utilizing the lobby as a meeting space or private "hang-out". The concierge has been instructed to ask any individual performing the above to vacate the lobby.
18. **LOCKOUTS/KEY LOSS:** If you or your tenant gets locked out or loses the keys for your unit, we will utilize the emergency key from Keytrak to provide access into the unit. In the event that we do not have an emergency key for your unit, the handyman will change the lock and the Unit Owner will be responsible for all associated costs.
19. **LOUD MUSIC/NOISE:** Excessive loud music/noise which interferes with the peaceful existence of other residents is not permitted. There should be no loud music/noise after 10:00 pm or before 9:00 am. All other times it is expected that music/noise be kept to a moderate level.
20. **MAINTENANCE REQUESTS:** Maintenance requests must be requested by the Unit Owner and not the tenant, unless it is an emergency. All maintenance requests must be put through to the concierge desk or management office.
21. **PACKAGE/MAIL DELIVERY:** All small UPS, FedEx, Overnight deliveries will be accepted by the concierge desk. All packages are logged into the Building Link System and will show on the package screen located in the Lobby. All packages retrieved from the concierge must be signed for by the recipient. Any large packages such as furniture or heavy items must be coordinated through the management office. The concierge desk will not accept any COD, perishable goods or certified mail. USPS mail can be retrieved from your mailbox in the mailroom located in the lobby past the concierge desk.
22. **PETS:** NO PETS ALLOWED
23. **ROOF DECKS:** The building has two roof decks, which are open year-round, 9:00 am to 11:00 pm (except New Year's Eve when the roof deck is closed). The roof deck is for use by all residents. Please make sure that you do not discard any items off the roof deck and please throw away any garbage in the trash receptacles.
24. **SECURITY:** As our resident's safety is our biggest concern, please see below.

Apartment Door Locks: It is recommended that all apartment entrance doors should be locked utilizing the apartment key. The apartment door lock is equipped with an automatic push button lock and a bolt mechanism. By utilizing the key to lock the door this will ensure that the bolt mechanism on the door is engaged properly.

Video Surveillance: Executive Plaza is equipped with a closed-circuit color video system. This system records 24/7 and video cameras are located throughout the common areas of the building and all exits and entrances. This system is monitored by the concierge desk and management office.

Visitors, Guests, Unregistered Occupants: It is imperative for the security and safety of the building and residents that all be announced and/or registered with the concierge desk.

- 25. SMOKE/CARBON MONOXIDE DETECTORS:** Each apartment contains a combination smoke/carbon monoxide detector. These detectors are hardwired with a battery back-up. The detectors will provide an audible warning should they detect a fire or carbon monoxide. The detectors are not to be removed under any circumstance. Should there be an issue with the detector, please contact the concierge or management.
- 26. SMOKING:** New York City Law prohibits smoking in any common area of the building. This includes elevators, the lobby, hallways and stairwells. Also, smoking is not permitted in the front entryway of the building. Discarding of cigarettes out of windows or terrace is also against NYC law and a very serious hazard.
- 27. SUBLEASING/ILLEGAL TENANCY:** No Unit Owner is allowed to sublease or rent their apartment out without consent and the proper paperwork submitted to management for approval. This is a violation of the By-laws of the Condominium. Additionally, renting out a unit for less than 30 days is illegal and fraudulent. Should any Unit Owner rent their unit out for less than 30 days they will be reported to the Condominium's attorney who will seek legal action. Also, any fees incurred for legal proceedings will be billed to the Unit Owner.
- 28. SUBLEASING/SALES PACKAGE:** All subleasing/sales must be approved by the Board and the appropriate package submitted to management for approval. Should you wish to sublease or sell your apartment, please contact the management office to obtain the sublease or sales package.
- 29. TRASH/RECYCLING:** There is a compactor chute located on each floor near the elevators. All garbage, refuse and disposable trash should be placed in sealed plastic bags and dropped down the chute. Please make sure that after depositing your garbage down the compactor chute the outer door is closed properly.

Combustible items such as aerosol cans, painting materials, cigarettes etc.... MUST NOT be thrown down the compactor chute.

All electronic devices, TV's, computers, printers, DVD players, cable boxes cannot be discarded in the regular garbage and must be brought down to the compactor room.

Inside each compactor room you will find a blue recycling bin. Please place your glass, metal, wire hangers and plastic products in the blue recycling bin. Your newspapers and other mixed papers should be placed in a clear recycling bag and alongside the blue recycling bin.

Garbage cannot be placed outside apartment doors and if you have large items such as boxes that cannot be disposed of in the above referenced manner, please contact the concierge desk to alert them of this issue.

- 30. WINDOW GUARDS:** NYC law mandates that window guards must be installed within your unit if you have a child or will have a child residing in your apartment under the age of 11. Please note that should window guards be required to be installed in your unit, the cost will be \$35 per window. It is encouraged that you install windows guard in your apartment so any mishap is avoided regardless if a child is residing in the apartment or not.

**MOVE-IN/OUT, DELIVERY, CONTRACTOR AND VENDOR
INSURANCE REQUIREMENTS AND PROCEDURES**

1. **MOVING-IN/OUT AND DELIVERIES:** All move-ins/outs and deliveries of large items such as furniture, boxes etc.... must go through the service entrance and be scheduled with the management office.

All movers and vendors must supply a Certificate of Insurance to the management office prior to your move/delivery being allowed through the service entrance. Should the Unit Owner/tenant not be using a vendor, the Unit Owner/tenant must supply a \$500 refundable move-out deposit payable to Executive Plaza prior to the move-out/in/delivery. The move/delivery will not be approved until the Certificate of Insurance is received or \$500 refundable deposit is received. Please see the Certificate of Insurance information below.

2. **CONTRACTORS AND VENDORS:** All Contractors and Vendors performing **ANY** work in the building must be coordinated through the management office and must go through the service entrance.

All Contractors and Vendors must supply a Certificate of Insurance to the management office prior to Contractors or Vendors being allowed into the building and through the service entrance and performing work. Please see the Certificate of Insurance information below.

The Management Office

Hours of Operation: Monday – Friday, 9:00 am to 5:00 pm

Tel: (212) 765-2789 **Fax:** (212) 977-3880 **Email:** rwalsh@akam.com or ep@akam.com

Move/Delivery/Contractor and Vendor Accessibility through the service entrance

Monday – Friday, 9:00 am – 5:00 pm

There are no moves/deliveries/contractors/vendors allowed during the weekend

<u>INSURANCE AMOUNTS:</u>	\$2,000,000	COMPREHENSIVE LIABILITY
	\$1,000,000	PROPERTY DAMAGE LIABILITY
	\$1,000,000	WORKMAN’S COMPENSATION

CERTIFICATE HOLDER:

AKAM ASSOCIATES, INC.
EXECUTIVE PLAZA CONDOMINIUM AND 761-779 SEVENTH AVENUE CONDOMINIUM
150 WEST 51ST STREET
NEW YORK, NY 10019

ADDITIONAL INSURED:

AKAM ASSOCIATES, INC.
EXECUTIVE PLAZA CONDOMINIUM AND 761-779 SEVENTH AVENUE CONDOMINIUM
UNIT #

THE CERTIFICATE SHOULD BE FAXED TO (212) 977-3880 OR VIA EMAIL rwalsh@akam.com or ep@akam.com.

BUILDING LINK REGISTRATION/EMERGENCY CONTACT INFORMATION

Kindly fill in the below requested information. This form will serve as a registration form to enter your information into our Building Link system. The Building Link system will allow management to register you as the Unit Owner and the ability for management to contact you. Additionally, registration on Building Link will allow you as the Unit Owner to receive building notifications and obtain published Building Documents.

Please return this form to the management office located onsite at 150 West 51st Street or via fax (212) 977-3880 or email rwalsh@akam.com or ep@akam.com.

APARTMENT: _____

1. UNIT OWNER INFORMATION

NAME: _____
HOME TELEPHONE #: _____
BUSINESS TELEPHONE #: _____
CELLULAR TELEPHONE #: _____
EMAIL ADDRESS: _____

2. UNIT OWNER INFORMATION

NAME: _____
HOME TELEPHONE #: _____
BUSINESS TELEPHONE #: _____
CELLULAR TELEPHONE #: _____
EMAIL ADDRESS: _____

3. UNIT OWNER BILLING ADDRESS

EMERGENCY CONTACT

NAME: _____
TELEPHONE #: _____
EMAIL ADDRESS: _____

COMMON CHARGE PAYMENT OPTIONS

AKAM offers Unit Owners of Executive Plaza Condominium various options to pay your common charges, please see below. ***Please note that no matter which option of payment you choose, all monthly common charge payments are due by the 1st of every month. Should any payment be received after the 15th of the month, you will incur a \$50 late fee.***

1. **Monthly billing statement (by mail)** – upon receiving your monthly billing statement and payment stub in the mail, return the payment stub along with a check for payment in the return envelope provided. The payment will be sent to the *ClickPay* lockbox address that is noted on the payment stub.
2. **On-line Payment Option** – Go to www.ClickPay.com/AKAM. Create your account and add your unit using the account number listed on your billing statement. Select your preferred payment method and set up automatic or one-time monthly payments online by e-check or credit card.

Please note that processing payments though e-check is FREE, however for credit card payments a fee applies.

3. **ACH Debit** – This process allows AKAM/ClickPay to withdraw funds directly from your bank account on the 5th day of every month through our provider *ClickPay*. You can process your ACH by going to www.ClickPay.com/AKAM. Create your account and add your unit using the account number listed on your billing statement.

If you need to manage or edit your existing ACH account, please contact *ClickPay* at 1-800-533-7901 (option 1).

4. **Sending Check payment without monthly billing statement stub** – should you wish to pay your common charges by check but do not have the payment stub, please send payment directly to the below.

Please note your apartment number and account number on the memo portion of the check.

Check payable to:	Executive Plaza Condominium
Send payment to:	AKAM Associates, Inc. PO BOX 355 Emerson, NJ 07630

5. **Your personal On-line Banking** – If you have set up directly with your bank to send monthly electronic payments, you will need to send this payment directly to the onsite management office.

Please note your apartment number and account number on the memo portion of the check.

Check payable to:	Executive Plaza Condominium
Send payment to:	AKAM Associates, Inc. PO BOX 355 Emerson, NJ 07630

If you incur any issue with *ClickPay*, please contact them directly at 1-800-533-7901 (option 1) or www.ClickPay.com/Help

Should you need further assistance please contact the Onsite Management Office at 212-765-2789 or rwalsh@akam.com