

**Hudson Tower Condominium
350 Albany Street
New York, NY 10280**

INFORMATION REQUIRED FOR LEASE APPLICATIONS

ALL DOCUMENTS MUST BE ORIGINAL

- 1) Signed Lease Agreement (Blank Copy Attached)
- 2) Notice of Intention to Sell or Lease Condominium Unit-to be completed and signed by current Unit Owner(s)
- 3) Application for Waiver of Right of First Refusal and Application for Occupancy-to be completed and signed by prospective prospective tenant(s)
- 4) Affidavit of Income-to be completed, signed, and notarized by prospective tenant(s)
- 5) Rules and Regulations and By-Law Rules -Please sign and return rider #1 and keep Rules for your records
- 6) Riders numbered 2, 3, 4, and 5-to be completed and signed by prospective tenant(s)
- 7) Notification of Legal Mailing Address Form-to be completed and signed by current Unit Owner(s)
- 8) If a current credit report is not submitted, prospective tenant (s) should submit a completed the Authorization to Obtain a Credit Report form, together with a check in the amount of \$36.40 for each tenant or \$65.00 for a corporation, payable to Tenant Data Verification
- 9) Check in the amount of \$200.00 payable to R.Y. Management Co., Inc. (Non-refundable application fee)
- 10) Check in the amount of \$250.00 payable to Hudson Tower Condominium (non-refundable move-in fee).
- 11) Check in the amount of \$250.00 payable to Hudson Tower Condominium (non-refundable move-out fee).
- 12) * One (1) additional copy of the completed Lease Package

PLEASE NOTE THAT ALL LEASES MUST BE FOR A MINIMUM TERM OF ONE-YEAR, AND MUST BE OCCUPIED BY THE NAMED TENANT.

CORPORATE LEASES MUST BE OF THE SAME DURATION, AND OCCUPIED BY AN OFFICER, SHAREHOLDER OR EMPLOYEE OF THE CORPORATION.

Please return the completed Lease Package Application to:

**R.Y. Management Co., Inc./Attn: Irene Borisov
50 Battery Place
New York, NY 10280
Tel: (212) 786-2803 ext. 14**



LEASE OF A CONDOMINIUM UNIT

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

LANDLORD: TENANT:.....

..... Address
..... for
..... Notices

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

Lease date	19	Term	Yearly Rent	\$
Broker*	beginning	Monthly Rent	\$
		ending	Security	\$
		Tenant's Insurance \$	Garage Fee	\$

Declarant of Condominium: (Declarant)
Name of Condominium: (Declaration)

1. Lease is subject and subordinate

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

2. Lender Changes

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

3. Use

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

4. Rent, added rent

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

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

5. Failure to give possession:

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

6. Security

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

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

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

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

Landlord's use as stated in this Section. Landlord may put the security in any place permitted by law. If the law states the security must bear interest, unless the security is used by Landlord as stated Landlord will give Tenant the interest less the sum Landlord is allowed to keep for expenses. If the law does not require security to bear interest, Tenant will not be entitled to it. Landlord need not give Tenant interest on the security if Tenant is not fully performing any term in this Lease.

7. Alterations

Tenant must obtain Landlord's prior written consent to install any panelling, flooring, "built in" decorations, partitions, railings or make alterations or to paint or wallpaper the Unit. Tenant must not change the plumbing, ventilating, air conditioning, electric or heating systems. If consent is given the alterations and installations shall become the property of Landlord when completed and paid for. They shall remain with and as part of the Unit at the end of the Term. Landlord has the right to demand that Tenant remove the alterations and installations before the end of the Term. The demand shall be by notice, given at least 15 days before the end of the Term. Tenant shall comply with the demand at Tenant's own cost. Landlord is not required to do or pay for any work unless stated in this Lease.

If a Mechanic's Lien is filed on the Unit or building for Tenant's failure to pay for alterations or installations in the Unit, Tenant must immediately pay or bond the amount stated in the Lien. Landlord may pay or bond the Lien immediately, if Tenant fails to do so within 20 days after Tenant is given notice about the Lien. Landlord's costs shall be added rent.

8. Repairs

Tenant must take good care of the Unit and all equipment and fixtures in it. Tenant must, at Tenant's cost make all repairs and replacements whenever the need results from Tenant's act or neglect. If Tenant fails to make a needed repair or replacement, Landlord may do it. Landlord's expense will be added rent. Subject to Tenant's obligations under this Lease, Landlord will require the Association (to the extent that the Association is obligated under the terms of the Declaration or other agreement) to maintain the unit, or repair any damage to it, except where caused in whole or in part by the act, failure to act, or negligence of Tenant, or Tenant's licensees, invitees, guests, contractors or agents. Tenant must give Landlord prompt notice of required repairs or replacements.

9. Fire, accident, defects, damage

Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Unit can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Unit is unusable. If part of the Unit can not be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Unit is usable. Landlord need only arrange for the damaged structural parts of the Unit to be repaired. Landlord is not required to arrange for the repair or replacement of any equipment, fixtures, furnishings or decorations. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant or guest of Tenant, or at the time of the fire or casualty Tenant is in default in any term of this Lease, then all repairs will be

made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

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

10. Liability

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

Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. If an action is brought against Landlord arising from Tenant's act or neglect Tenant shall defend Landlord at Tenant's expense with an attorney of Landlord's choice.

Tenant is responsible for all acts of Tenant's family, employees, guests or invitees. Tenant must carry whatever property or liability insurance Landlord may require and will name Landlord as a party insured. The insurance shall be no less than a Tenant's Homeowners Insurance Policy in the minimum amount stated above. Tenant shall deliver a copy of the binder to Landlord prior to taking possession of the Unit.

11. Entry by Landlord

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

If Landlord enters the Unit, Landlord will try not to disturb Tenant. Landlord may cause to be kept in the Unit all equipment necessary to make repairs or alterations to the Unit or Building. Landlord is not responsible for disturbance or damage to Tenant because of work being performed on or equipment kept in the Unit. Landlord's or the Association's use of the Unit does not give Tenant a claim of eviction. Landlord or those authorized by Landlord may enter the Unit to get to any part of the Building.

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

12. Construction or demolition

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

13. Assignment and sublease.

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

14. Tenant's certificate

Upon request by Landlord, Tenant shall sign a certificate stating the following: (1) This Lease is in full force and unchanged (or if changed, how it was changed); and (2) Landlord has fully performed all of the terms of this Lease and Tenant has no claim against Landlord; and (3) Tenant is fully performing all the terms of the Lease and will continue to do so; and (4) rent and added rent have been paid to date. The certificate will be addressed to the party Landlord chooses.

15. Condemnation

If all or a part of the Building or Unit is taken or condemned by a legal authority, Landlord may, on notice to Tenant, cancel the Term. If Landlord cancels, Tenant's rights shall end as of the date the authority takes title to the Unit or Building. The cancellation date must not be less than 30 days from the date of the Landlord's cancellation notice. On the cancellation date Tenant must deliver the Unit to Landlord together with all rent due to that date. The entire award for any taking including the portion for fixtures and equipment belongs to Landlord. Tenant gives Landlord any interest Tenant may have to any part of the award. Tenant shall make no claim for the value of the remaining part of the Term.

16. Tenant's duty to obey laws and regulations

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

17. Sale of Unit

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

18. No liability for property

Neither Landlord, the Association or Board of Managers is liable or responsible for (a) loss, theft, misappropriation or damage to the personal property, or (b) injury caused by the property or its use.

19. Playground, pool, parking and recreation areas

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

20. Terraces and balconies

The Unit may have a terrace or balcony. The terms of this Lease apply to the terrace or balcony as if part of the Unit. The Landlord may make special rules for the terrace and balcony. Landlord will notify Tenant of such rules.

Tenant must keep the terrace or balcony clean and free from snow, ice, leaves and garbage and keep all screens and drains in good repair. No cooking is allowed on the terrace or balcony. Tenant may not keep plants, or install a fence or any addition on the terrace or balcony. If Tenant does, Landlord has the right to remove and store them at Tenant's expense.

21. Correcting Tenant's defaults

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

22. Notices

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

23. Tenant's default

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

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

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

B. If Tenant's application for the Unit contains any misstatement of fact, Landlord may cancel this Lease. Cancellation shall be by cancellation notice as stated in Paragraph 23. A.

C. If (1) the Lease is cancelled; or (2) rent or added rent is not paid on time; or (3) Tenant vacates the Unit, Landlord may in addition to other remedies take any of the following steps: (a) enter the Unit and remove Tenant and any person or property, and (b) use eviction or other lawsuit method to take back the Unit.

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

(1) Rent and added rent for the unexpired Term becomes due and payable. Tenant must also pay Landlord's expenses as stated in Paragraph 23. D(3).

(2) Landlord may re-rent the Unit and anything in it. The re-renting may be for any Term. Landlord may charge any rent or no rent and give allowances to the new tenant. Landlord may, at Tenant's expense, do any work Landlord feels needed to put the Unit in good repair and prepare it for renting. Tenant remains liable and is not released in any manner.

(3) Any rent received by Landlord for the re-renting shall be used first to pay Landlord's expenses and second to pay any amounts Tenant owes under this Lease. Landlord's expenses include the costs of getting possession and re-renting the Unit, including, but not only, reasonable legal fees, brokers fees, cleaning and repairing costs, decorating costs and advertising costs.

(4) From time to time Landlord may bring actions for damages. Delay or failure to bring an action shall not be a waiver of Landlord's rights. Tenant is not entitled to any excess of rents collected over the rent paid by Tenant to Landlord under this Lease.

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

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

E. If Landlord takes possession of the Unit by Court order, or under the Lease, Tenant has no right to return to the Unit.

24. Jury Trial and counterclaims

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

25. Bankruptcy, insolvency

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

26. No Waiver

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

27. Illegality

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

28. Representations, changes in Lease

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

29. Inability to perform

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

30. Limit of recovery against Landlord

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

31. End of Term

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

32. Space "as is"

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

33. Quiet enjoyment

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

34. Landlord's consent

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

35. Lease binding on

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

36. Landlord

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

37. Broker

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

38. Paragraph headings

The paragraph headings are for convenience only.

39. Rules

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

interfered with. Annoying sounds, smells and lights are not allowed.

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

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

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

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

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

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

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

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

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

(11) Tenant shall conserve energy.

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

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

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

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

(16) No tour of the Unit or Building may be conducted. Auctions or tag sales are not permitted in Units.

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

40. Appliances, etc., included in Lease

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

41. Definitions

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

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

c) "Condominium" — See Heading.

d) "Unit" — See Heading.

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

f) "Building" — See Article I.

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

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

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

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

k) "Unit-owner" — the person or persons owning 1 or more units in the condominium in fee simple.

42. Increase in Common Charges

A. Tenant shall pay to Landlord, as added rent, all increases in Common charges, Common Expenses and Association dues related to the Unit, which exceed those charges, expenses or dues payable on the date of this Lease.

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

43. No Liability

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

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

parking area or garages, if any, shall at all times be at the sole risk of Tenant. Should any employee of the Condominium assist Tenant or take part in the parking, moving or handling of Tenant's or any other person's automobile or other property given to the custody of any employee for any reason whatsoever, that employee is considered the agent of Tenant or such other person and not of Landlord, the Condominium, the Board of Managers or the Association and none of them shall be liable to Tenant or to any other person for the acts or omission of any employee or for the loss of or damage to the automobile or any of its contents.

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

45. Garage Space

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

46. Voting

This Lease relates solely to the use and occupancy of the Unit and as specifically stated. This Lease does not include the transfer or

exchange of any voting rights nor is it to be construed as reducing Landlord's sole right to vote without restriction, with respect to any matter related to the Unit.

47. No Affirmative Obligations of Landlord

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

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

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

LANDLORD:

TENANT:

.....

.....

WITNESS

.....

GUARANTY OF PAYMENT

Date of Guaranty 19.....

Guarantor and address

1. Reason for guaranty I know that the Landlord would not rent the Unit to the Tenant unless I guarantee Tenant's performance. I have also requested the Landlord to enter into the Lease with the Tenant. I have a substantial interest in making sure that the Landlord rents the Premises to the Tenant.
2. Guaranty I guaranty the full performance of the Lease by the Tenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.
3. Changes in Lease have no effect This Guaranty will not be affected by any change in the Lease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will bind me even if I am not a party to these changes.
4. Waive of Notice I do not have to be informed about any default by Tenant. I waive notice of nonpayment or other default.
5. Performance If the Tenant defaults, the Landlord may require me to perform without first demanding that the Tenant perform.
6. Waiver of jury trial I give up my right to trial by jury in any claim related to the Lease or this Guaranty.
7. Changes This Guaranty can be changed only by written agreement signed by all parties to the Lease and this Guaranty.

Signatures

GUARANTOR:

WITNESS:

Guarantor's address:

APPLICATION FOR OCCUPANCY
(PLEASE PRINT)

Application for apartment at _____ Apt. # _____ Rent/Purchase Amt. _____

Desired date of occupancy _____ Date _____ 19 _____

NAME _____

Date of Birth _____ Social Security No. _____

CO-TENANT'S NAME _____

Date of Birth _____ Social Security No. _____

In case of emergency notify: _____
Name Address Phone

RESIDENCE HISTORY

A. Present Address _____ Apt. # _____ Phone _____ How Long _____

Present Landlord _____ Phone _____

B. Previous Address _____ Apt. # _____ Phone _____ How Long _____

Previous Landlord _____ Phone _____

C. Previous Address _____ Apt. # _____ Phone _____ How Long _____

Previous Landlord _____ Phone _____

REFERENCES

CHARACTER REFERENCES: (Do not include relatives)

1. Name _____ Address _____ Phone _____

2. Name _____ Address _____ Phone _____

BUSINESS REFERENCES:

1. Name of CPA _____ Address _____ Phone _____

2. Name of Attorney _____ Address _____ Phone _____

ADDITIONAL INFORMATION

	<u>OTHER RESIDENTS TO OCCUPY APT.</u>	<u>SOCIAL SECURITY NO.</u>	<u>RELATIONSHIP TO HEAD</u>	<u>SEX</u>	<u>AGE</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____
6.	_____	_____	_____	_____	_____

NUMBER OF CARS (INCL. CO. CARS) _____ Driver's Lic. No. _____ State _____
Make _____ Year _____ License _____
Make _____ Year _____ License _____

TRW Processing Fee (Non-Refundable) \$ _____ SIGNATURE _____
Applicant
Processing Fee (Non-Refundable) \$ _____ SIGNATURE _____
Applicant

APPLICATION FOR WAIVER OF RIGHT OF FIRST REFUSAL ON PROPOSED
CONDOMINIUM PURCHASE OR LEASE

ALL QUESTIONS MUST BE ANSWERED BEFORE THE BOARD OF MANAGERS WILL REVIEW THE APPLICATION:

New York, New York _____

CONDOMINIUM UNIT NO.: _____ NAME OF OWNER: _____

ADDRESS OF OWNER: _____ TELEPHONE NO.: _____

ATTORNEY FOR OWNER: _____ TELEPHONE NO.: _____

ATTORNEY'S FIRM AND ADDRESS: _____

APPLICANT: _____

APPLICANT'S ADDRESS: _____ TELEPHONE NO.: _____

APPLICANT'S ATTORNEY: _____ TELEPHONE NO.: _____

APPLICANT ATTORNEY'S FIRM AND ADDRESS: _____

APPLICANT'S BUSINESS ADDRESS: _____ TELEPHONE NO.: _____

APPLICANT'S OCCUPATION: _____

(in the case of Individual; in the case of a Corporation, a detailed summary of the exact nature of the business.)

DATE AND PLACE OF CLOSING: _____

PROPOSED DATE OF OCCUPANCY: _____

PURCHASE PRICE: \$ _____ MONTHLY RENTAL: \$ _____ LEASE TERM: _____
(If Sale) (If Lease)

SPECIAL CONDITIONS: NOTE: ITEMS 1-10 MUST BE COMPLETED

IF A CORPORATION, NAME THE INDIVIDUAL DESIGNATED TO BE THE OCCUPANT OF THE APARTMENT UNIT AND STATE FOR HOW LONG A TERM. (Note: When and if designated occupant vacates the unit, another application must be filed and reference submitted before occupancy can be allowed to successor designated occupant.)

1. NAME OF DESIGNATED OCCUPANT: _____ RELATION TO APPLICANT: _____

LENGTH OF OCCUPANCY: _____

2. NAMES OF ALL PERSONS WHO WILL RESIDE IN THE APARTMENT AND IF CHILDREN, STATE NUMBER AND THEIR APPROXIMATE AGES: _____

3. WILL THERE BE ANY BUSINESS OR PROFESSION CONDUCTED AT THIS APARTMENT?: _____

4. IF SO, WHAT IS THE NATURE OF THE BUSINESS OR PROFESSION? (DESCRIBE IN DETAIL) _____

5. WILL THERE BE ANY EMPLOYEES LIVING OR WORKING IN THE APARTMENT? _____

6. IF SO, HOW MANY? _____

DOMESTIC: _____

BUSINESS: _____

7. WILL THERE BE ANY BUSINESS OR PROFESSIONAL VISITORS TO THE APARTMENT? _____

8. IF SO, ESTIMATED NUMBER PER DAY: _____

9. DOES OCCUPANT WISH TO MAINTAIN ANY PETS? IF SO, PLEASE SPECIFY: _____

10. IF PRESENT RESIDENCE IS RENTED OR IS A COOPERATIVE OR CONDOMINIUM, STATE NAME AND ADDRESS OF CURRENT LANDLORD OR AGENT: _____

LENGTH OF OCCUPANCY: _____

REFERENCES

(BANK) _____
ACCOUNT NUMBER: _____

(BANK) _____
ACCOUNT NUMBER: _____

STOCKBROKER, C.P.A. _____

NAME AND ADDRESS OF PARTY TO BE CONTACTED FOR INFORMATION REGARDING APPLICANT'S CURRENT SOURCE OF INCOME: _____

STATE THE NAME AND ADDRESS OF THREE ADDITIONAL REFERENCES:

1. _____

2. _____

3. _____

EXPLANATORY REMARK, IF ANY: _____

CITIZENSHIP OF APPLICANT OR PROPOSED OCCUPANT: _____

NAME AND ADDRESS OF PERSON WHO IS AUTHORIZED TO ACCEPT SERVICE OF PROCESS IN ABSENCE OF APPLICANT: _____

Prospective Tenant/Owner

Prospective Tenant/Owner

Date

NOTICE OF INTENTION TO SELL OR LEASE CONDOMINIUM UNIT

The undersigned, being the owner of Apartment No.: _____, at 350 Albany Street, New York, New York hereby notifies the Board of Managers in care of R.Y. MANAGEMENT CO., INC., Managing Agent, that the undersigned has received a bona fide offer to SELL () LEASE () said apartment unit from the below name prospective purchaser or lessee on the terms stated below, and that the undersigned intends to accept such offer.

NAME AND ADDRESS OF PROSPECTIVE PURCHASER OR LESSEE; (If a prospective purchaser or lessee is a corporation, name the designated officer, director, stockholder or employee of the corporation who will occupy the apartment unit and for how long a term. When and if designated occupant vacates the unit, another application must be filed and references submitted before occupancy can be allowed to successor designated occupant.)

TERMS OF PROPOSED SALE OR LEASE:

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

PURCHASE PRICE: \$ _____ PROPOSED CLOSING DATE _____
(if sale)

MONTHLY RENTAL: \$ _____ LEASE TERM _____
(if lease)

ANTICIPATED OCCUPANCY DATE OF SALE OR LEASE: _____

ATTACHMENTS:

1. Original contract of sale or lease setting forth all of the terms of the agreement between the parties.
2. Standard application form for purchase or lease must be completely filled in and signed by the prospective purchaser or lessee.
3. Originally signed references for the prospective occupant of the apartment unit must accompany the application form and the most recent balance sheet showing the assets, liabilities, and annual earnings of the prospective purchaser or lessee.
4. A check should accompany these papers representing the processing fee of \$250 payable to the Managing Agent.

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

The undersigned acknowledges that the Board has a 30-day period, commencing with the date of receipt of this notice as well as the delivery of such additional information concerning the offer as the Board may reasonably request, to exercise its right of first refusal to purchase or lease the apartment unit on the terms specified herein and in the By-Laws. The undersigned hereby requests that, if the Board elects to waive or release such right of first refusal, it deliver to the undersigned a certificate to that effect, pursuant to the provision of the By-Laws.

Name of Individual Owner or Corporation

Signature of Individual Owner or
Authorized Officer of Board of Managers

Date: _____

THIS NOTICE IS TO BE FILLED OUT AS INDICATED AND DELIVERED
BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED
TO THE BOARD OF MANAGERS OF THE CONDOMINIUM IN CARE OF
R.Y. MANAGEMENT CO., INC., MANAGING AGENT, 1619 THIRD AVE.,
NEW YORK, NEW YORK 10128

HUDSON TOWER CONDOMINIUM

AFFIDAVIT OF INCOME

The undersigned, being duly sworn, deposes and says the following:

1. That I reside at _____.
2. That I have heretofore signed an application for Apartment No. _____ at _____, New York.
3. (a) that my total income as reported in New York State Income Tax Return as "Total Income" for the year 2006 was \$ _____;
- (b) that the combined income of all persons who will reside in said apartment as reported on New York State Income Tax Returns as "Total Income" for the year 2006 was \$ _____;
- (c) that it is reasonably anticipated that such total income (estimated by the occupants during the 2007 current year) will be \$ _____.
4. That I certify that the statements herein contained and in my application are, to my personal knowledge and belief, true, correct, and complete and that I understand that any willful misrepresentation made herein or therein may be cause for termination of my lease or occupancy agreement and such other penalties as may be provided by law.

SIGNATURE
Prospective Unit Owner/Tenant

PRINT NAME

Sworn to before me
this _____ day of _____,

SOCIAL SECURITY # _____

NOTARY PUBLIC

Addendum to the By-Laws of
Hudson Tower Condominium

RULES AND REGULATIONS

OF

HUDSON TOWER CONDOMINIUM

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

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

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

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

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

6. The storage rooms of the Building, if any, shall be used by Residential Unit Owners, in common, only for the storage of trunks, bags, suitcases and packing cases, all of which shall be empty, and for the storage of such other articles as the Board of Managers, in its sole discretion, may determine. Supervision, management and control of the stor-

ing in and removal of a Residential Unit Owner's property from the storage rooms is vested in the Board of Managers. The use of the storage rooms shall be at the sole risk of the Residential Unit Owner or other person using the same, and the Board of Managers, its agents, or the Managing Agent shall not be liable for any injury to person, loss by theft or otherwise, or damage to property, whether due to the negligence of the Board of Managers, its agents, the Managing Agent, or otherwise.

7. The laundry and drying apparatus in the laundry rooms of the Building shall be used in such manner and such times as the Board of Managers or the Managing Agent may direct. No clothes, sheets, blankets, laundry, or other articles of any kind shall be hung on or out of a Unit.

8. No refuse from the Units shall be sent to the refuse room of the Building, except at such times and in such manner as the Board of Managers or the Managing Agent may direct. Nothing shall be hung or shaken from any doors, windows, or placed upon the window sills, of the Building, and no Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.

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

10. No Unit Owner or any of his Family Members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his Unit any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

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

12. No Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his Unit or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in such Unit Owner's Unit between midnight and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction, repair work, or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

13. No bird, reptile, or animal shall be permitted, raised, bred, kept, or harbored in the Building unless, in each instance, the same shall have been expressly permitted in writing by the Board of Managers or the Managing Agent. Any such consent, if given, shall be revocable at any time by the Board of Managers or the Managing Agent in their sole discretion. In no event shall any bird, reptile, or animal be permitted in any public elevator of the Building, other than the elevator designated by the Board of Managers or the Managing Agent for that purpose. Dividends or interest on a separate bank account should not constitute gross income to such Board, either because it is deemed to receive from the window sills, or other public portions of the Building, or on the sidewalk or street adjacent to the Building.

14. No group tour or exhibition of any Unit or its contents shall be conducted, nor shall any auction sale be held in any Unit, without the consent of the Board of Managers or the Managing Agent in each instance. In the event that any Residential Unit shall be used for home occupation purposes in conformance with the Declaration and the By-Laws, no patients, clients, or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule.

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

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

17. No ventilator or air conditioning device shall be installed in any Residential Unit (except for original construction by Sponsor under the Plan) without the prior written approval of the Board of Managers, which approval may be granted or refused in the sole discretion of the Board of Managers.

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

19. 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.

20. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags or any other article shall be thrown into 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.

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

22. The agents of the Board of Managers or the Managing Agent, and any contractor or workman authorized by the Board of Managers or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

23. The Board of Managers or the Managing Agent may retain a passkey to each Residential Unit. If any lock is altered or a new lock is installed, the Board of Managers or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Residential Unit Owner is not personally present to open and permit an entry to his Residential Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Board of Managers or the Managing Agent, then the Board of Managers or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Residential Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such residential Unit Owner's property).

24. If any key or keys are entrusted by a Unit Owner, by any Family Member thereof, or by his agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Board of Managers nor the Managing Agent shall (except as provided in Rule 23 above) be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

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

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

27. There shall be no barbecuing on the common roof terrace at the seventh floor of the Building. Children shall not be permitted on the common roof terrace unless accompanied by an adult. Pets shall not be permitted on the common roof terrace.

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

29. Complaints regarding the service of the Condominium shall be made in writing to the Board of Managers or to the Managing Agent.

* * * * *



Hudson Tower Condominium

Building Information and Regulations

By-Law Rules

For your information, the following is a list of building policies and rules and regulations of the Condominium By-Laws that you should be aware of.

For those interested, copies of the By-Laws are available at the Concierge Desk.

If you should have any questions concerning the following information, you may contact the Property Manager.

Hudson Tower is a non-smoking building in accordance with New York City regulations. Smoking is prohibited in all common areas including the lobby, hallways and staircases.

Tenant Occupancy

Occupancy of any leased unit is limited, as follows:

- 1-bedroom units – no more than 3 occupants
- 2-bedroom units – no more than 4 occupants

The bedroom count for any unit shall be in accordance with the original room count as presented in the Offering Plan.

Move-Ins, Move-Outs and Deliveries of Furniture

In order to reserve the elevator, all move-ins, move-outs and deliveries must be scheduled with the Management Office in advance.

In addition, you must leave written authorization with the Concierge to permit the delivery person to enter your unit, if you will not be home when the delivery arrives.

Prior to the day of your move, written permission to move furniture out of your unit must be obtained from the unit owner of record and forwarded to the Management Office.

On the day of the move, you will be required to leave a \$500.00 cash deposit with the Concierge on duty. This is in the event there is any damage to the common areas. This deposit will be refunded to you when you have completed your move (assuming there are no damages).

Moving will only be permitted between the hours of 9:00 am to 5:00 pm, Monday through Saturday, except holidays. No moves will be permitted on Sunday unless special arrangements have been made in advance.

Guest Authorizations

If you are expecting visitors and will not be home, you must leave written authorization with the Concierge to permit your guest to enter your unit.

Private Contractors

If you are expecting contractors, or any other workers (such as from the cable or telephone companies), please leave written authorization with the Concierge.

Please be advised that said workers will be allowed access to your unit with your written authorization, however, we cannot be responsible for the workers relocking your unit when they depart.

Please inform all contractors that they will be required to sign in and out with the Concierge.

Deliveries of Newspapers, Food, etc.

In the past, there have been several problems regarding vandalism to the common areas caused by delivery people. In addition, allowing delivery people to freely enter the building is a breach of security.

In order to avoid these problems, the Board of Managers has requested that all residents pick up their deliveries at the Concierge Desk.

Apartment Keys

The Concierge has been instructed not to give apartment keys to anyone.

If you are expecting a guest and want them to have a set of keys to your unit, please put the keys in a sealed envelope addressed to the guest and leave it with the Concierge on duty.

Please instruct your guests to bring identification with them, as this will be required prior to the keys being released.

Packages

If you receive a package, the Concierge will notify you.

We cannot be responsible for the condition of a package when it arrives. However, the Concierge has been instructed not to accept a package if it appears to have been opened.

Important Information

Management Office -

R. Y. Management Co., Inc.
50 Battery Place
New York, NY 10280
(212) 786-2803

Property Manager –
(located at RY Management office)

212 786 2803

Concierge Desk

212.945.2329

Building Superintendent – Robert Allocca

212.945.2329

Resident Listing

The Concierge has been instructed to accept written authorization from the unit owner only (or authorized tenant) of record.

If you wish to allow other residents of your apartment to be permitted to leave written authorization for access to your unit, please complete the enclosed form and return it to the Management Office.

Please Note: All residents of record for your apartment must sign said form and all signatures should be notarized.

Service Requests

Requests for service to any common areas may be left with the Concierge on duty.

The Condominium Association, however, is not responsible for repairs within your unit.

Recycling of Rubbish

Hudson Tower is required to recycle newspapers, magazines, glass (bottles and jars only), corrugated or multi-layered cardboard and metals (tin-plated steel and aluminum).

Receptacles for disposal of any of the aforementioned materials are located in the laundry rooms on each floor. There is one receptacle for glass and metals, and a second one for newspapers and magazines. Each is clearly labeled.

If you are disposing of corrugated cardboard, you may contact the Concierge on duty and a porter will be sent to your apartment to collect this recyclable.

Please make certain that bottles and cans are cleaned prior to disposal of same.

Parking in the Service Road Area

You may park in the service road area, at your own risk, for no more than ten (10) minutes to load and unload your vehicle. If you exceed this time limit, your vehicle will be stickered and the unit owner will be fined \$100.00 for the violation. This same rule applies to your guests.

There is No Parking in the cul-de-sac on Albany Street.

All of the above parking rules are enforced by the Park Enforcement Patrol (PEP) officers, who will ticket for these violations.

Pets

As you are aware, the Condominium By-Laws prohibit the harboring of any pets in your unit.

In addition, all residents are required to sign an addendum to the unit lease consenting to the NO PET policy of the Condominium, which was included in the lease package we received for your unit.

Bicycles

Bicycles are not permitted in the main building and are to be stored in the "Bike Room" which is located in the basement.

Bicycles and shopping carts are not allowed through the lobby. Entering or exiting the building with these items must be through the service entrance in the basement.

Lobby Area

The lobby area is not to be used by children for playing.

No roller blades/skates are permitted in the lobby. These items must be removed before entering the lobby area.

In closing, we would like to stress that the Board of Managers has instituted the aforementioned policies in order to provide increased security for all residents of Hudson Tower.

Once again, if you have any questions concerning any of the aforementioned, please do not hesitate to contact the Property Manager.

Lease Rider # 1

Hudson Tower Condominium
Apartment # _____
Rider to Lease:

The undersigned shall comply with all Rules and Regulations and By-Laws of Hudson Tower Condominium relating to use and occupancy of apartments and common areas, as such rules may now exist or hereafter be amended. It is the responsibility of the tenant to ascertain and obtain copies of such Rules and By-Laws, and any changes therein.

It is further agreed that the Board of Managers shall have the power to terminate this lease and/or to bring summary proceedings to evict the tenant in the name of the landlord, in the event of a default by the tenant in the performance of its obligations under this lease, including but not limited to non-compliance with the Rules and By-Laws as enumerated above.

Prospective Tenant

Prospective Tenant

Unit Owner/Landlord

Unit Owner/Landlord

Lease Rider # 2

Date: _____

Apartment: _____

I _____ have reviewed Section 5-7 (B) of Hudson Tower Condominium, By-Laws.

I hereby attest to the fact that the apartment will be used as my primary residence and will be occupied solely by myself and the persons listed on my application for occupancy.

I also understand that the apartment I will reside in must be used solely as a residence and not for any commercial purposes.

Prospective Unit Owner/Tenant

Prospective Unit Owner/Tenant

APPENDIX A

WINDOW GUARDS REQUIRED

LEASE NOTICE TO TENANT

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

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

- o if you ask him to put in window guards at any time (you need not give a reason)

-OR-

- o if a child 10 years of age or younger lives in your apartment.

It is a violation of law to refuse, interfere with installation, or remove window guards where required.

CHECK ONE:

CHILDREN 10 YEARS OF AGE OR
YOUNGER LIVE IN MY APARTMENT

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

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

FOR FURTHER INFORMATION CALL:
Window Falls Prevention Program
New York City Department of Health
125 Worth Street, Room 222A
New York, New York 10013
(212) 566-8082

TENANT (PRINT)

TENANT SIGNATURE

HUDSON TOWER CONDOMINIUM

Apartment # _____

I _____, do hereby acknowledge the NO PET POLICY as per the By-Laws of Hudson Tower Condominium and agree to abide by that policy and attest to the fact that there will be no cat, dog or other animal kept on the premises.

Prospective Tenant

Prospective Tenant

I _____, do hereby attest to the fact that I will not at any time grant permission for the tenant(s) of my apartment to harbor a pet.

Unit Owner

Unit Owner



RIDER TO CONDOMINIUM RENTAL LEASE

1. It is acknowledged by the "Unit Owner", "Renter/Lessee", and the Board of Managers that if the owner shall at any time rent his apartment and shall default in the payment of any common charges, additional common charges or assessments, the Board of Managers on behalf of all unit owners, so long as the default continues, may demand and receive from the "Renter/Lessee" the rent due or to become due under the terms of the Lease and apply the amount to pay sums due and/or to become due from the Unit Owner to the Board of Managers.

2. It is acknowledged that the "Renter" has an affirmative duty to pay the amount of rent charged to the Board of Managers when so demanded by a Notice to Pay, from the Board of Managers, its attorney, or agent. Said Notice shall be sent by regular or certified mail, with a copy of said Notice being forwarded to the Unit Owner by regular mail.

3. Any payment by the "Renter" to the Board of Managers shall constitute a discharge of the obligation of the payment of "Rent" to the Unit Owner, to the extent of the amount so paid.

4. The acceptance of "Rent" from the Renter/Lessee shall not be deemed a consent to or approval of any rental, or a release or discharge of any of the obligations of the Unit Owner under the terms of ownership as per the Declaration and By Laws of the Condominium.

5. If the Unit Owner shall obstruct or interfere with the enforcement of the provisions in this Rider in any manner whatsoever, he shall be charged a fine or penalty as set by the Board of Managers, to be considered additional common charges and added to his arrearage and default amount.

6. Further, if the "Renter" fails to pay the Board of Managers upon demand, as before herein mentioned, the "Renter/Lessee" shall be charged a fine or penalty as set by the Board of Managers. Said sums, i.e., the rental amount and/or any penalty amount shall be recoverable in a plenary action by the Board of Managers against the "Renter/Lessee". The "Renter" and/or Unit Owner shall be liable for any and all legal fees incurred by the Board of Managers to enforce any aspect of this Rider.

RENTER/LESSEE

BOARD OF MANAGERS
BY:

UNIT OWNER

NOTIFICATION OF
LEGAL MAILING ADDRESS FOR UNIT OWNER

All communications and invoices concerning the ownership of unit
_____ should be sent to the following address rather than to the
apartment:

Owner's Name _____

Address _____

Business Telephone Number: _____

Home Telephone Number: _____

AUTHORIZATION TO OBTAIN A CREDIT REPORT

GENTLEMAN

IN ORDER TO COMPLY WITH THE PROVISIONS OF SECTION 6.06 (a) OF THE
FEDERAL FAIR CREDIT REPORTING ACT, I AUTHORIZE YOU TO RETAIN
A CREDIT REPORTING AGENCY, WHICH AGENCY MAY OBTAIN, PREPARE,
FURNISH AND USE INFORMATION ON MY CHARACTER AND GENERAL
REPUTATION, AS WELL AS INFORMATION REGARDING EMPLOYMENT,
CREDIT AND CURRENT FINANCIAL POSITION.

SIGNATURE _____

DATE _____

SOCIAL SECURITY NUMBER _____