

MAXWELL - KATES, INC.

244 Madison Realty Corp. Cooperative Purchase Application
244 Madison Avenue
New York, New York 10016

Please forward one original copy of the complete package to the Closing department at Maxwell-Kates, Inc. Please do not submit incomplete packages. Incomplete packages are not processed. (8 x 11 copies preferred and all information must be legible). Interview of the applicant(s) is by the Admissions Committee and approval is by the Board of Directors. The Admissions Committee will not schedule an interview with the applicant(s) if any information is missing from the application. The Board of Directors and/or management reserve the right to request additional information at any time during the review and interview process. All proposed shareholders and occupants must be available to interview in person before the Board Admissions Committee.

IMPORTANT NOTES: MAXIMUM FINANCING: 75%

- a) ALL SOCIAL SECURITY NUMBERS MUST BE BLANKED OUT ON TAX RETURNS
- b) NO DOGS ALLOWED
- c) NO SMOKING ALLOWED (SMOKE-FREE BUILDING)
- d) ALL SHAREHOLDERS MUST PROVIDE EVIDENCE OF AT LEAST \$500,000.00 OF PERSONAL LIABILITY INSURANCE
- e) ALL REFERENCE LETTERS MUST BE SIGNED AND HAVE THE WRITERS NAME AND ADDRESS

Please complete the following Application Submission Requirements:

- 1) Purchase Application, completed and signed. (Please include names and ages of all proposed occupants)
- 2) Contract of Sale executed by all parties. Lead Paint Disclosure form and Window Guard form must be executed by Seller, Purchaser, and Agent.
- 3) Credit authorization form and Contact Information Form to be completed by purchaser(s).
- 4) Applicant Releases for the Board and the managing agent to be executed by purchaser(s).
- 5) Purchaser(s) to submit letter from present landlord or managing agent.
- 6) Letter from employer(s) stating job function, salary and length of employment.
- 7) House Rules acknowledgement, Homeowners Insurance acknowledgement, tax abatement form and Contact Information Form must be executed by all parties.
- 8) If financing, commitment letter, appraisal and three (3) original executed Aztech Recognition agreements must be submitted with the package.
- 9) Applicant(s) must each submit two (2) personal letters of reference and one (1) financial letter of reference.
- 10) Net Worth affidavit must be executed by purchaser(s).
- 11) Statement of Assets and Liabilities must be filled out by all purchaser(s). (Balance sheet, notes to balance sheet, annual income statement and expense). Packages must include verification of assets (i.e. letter from bank(s) stating type of account, amount on deposit, in dollars and age of account monthly brokerage statements, etc.)
- 12) Applicant(s) must submit complete copies of the last two (2) years tax returns with corresponding W-2 forms.

OVER>

9 East 38th Street, 6th Floor, New York, NY 10016
Tel: 212.684.8282 Fax: 212.684.8077 www.maxwellkatesinc.com

MAXWELL - KATES, INC.

Special Estate Transfer Requirements: (Please submit a fee of \$500.00 payable to Maxwell-Kates, Inc for the required review by in-house legal counsel).

- 1) Certified copy of Death Certificate
 - 2) Original testamentary letters (within the last (6) six months).
 - 3) Copy of the Decedent's Will with attorney Certification,
 - 4) Affidavit as to the payments of Debts and Domicile.
 - 5) Internal Revenue Service Certificate discharging property subject to Federal Estate Lien.
 - 6) New York State Certificate discharging property subject to New York State Tax Lien.
- Please be advised that a Power of Attorney will not be permitted for the Executor. The Executor must attend or have all documents pre-signed. If there is more than one executor, one must be present at closing and the other(s) must have all documents pre-signed.

Fees Due Upon Submission of Package:

- 1) Check in the amount of \$165.00 per each individual applicant named on the contract and as a guarantor (if applicable), payable to "Maxwell-Kates, Inc". for credit/criminal reports (non-refundable).
- 2) Application fee from purchaser in the amount of \$350.00 payable to "Maxwell-Kates, Inc" ., (non-refundable), if this package is not presented by a broker, this fee will be \$800.00.
- 3) Packages Reproduction Fee from purchaser payable to "Maxwell-Kates, Inc": \$195.00 (non-refundable)
- 4) Move-out fee of \$750.00 (non-refundable) from seller payable to "244 Madison Realty Corp".
- 5) Move-in fee of \$750.00 (non-refundable) from purchaser payable to "244 Madison Realty Corp".
- 6) Move-out deposit (refundable if no damage to the buildings common areas after move) of \$500.00 from seller payable to "244 Madison Realty Corp".
- 7) Move-in deposit (refundable if no damage to the buildings common areas after move) of \$500.00 from purchaser payable to "244 Madison Realty Corp".

Fees Due at Closing: (Please note that if the closing is not completed within two (2) hours, an additional charge of \$250.00 per hour will be added to the fee. If our transfer agent attends a closing that is not consummated, or if the closing is adjourned with less than 48 Hours' notice, there will be an additional charge of \$250.00).

- 1) Sellers Transfer Fee of \$650.00 payable to "Maxwell-Kates, Inc". If this is an estate sale, this fee will be \$800.00
- 2) If financing a purchase, a processing fee of \$300.00 from purchaser made payable to "Maxwell-Kates, Inc".

The seller must be fully paid up on all maintenance charges, assessments and any other obligations to the Corporation prior to any transfer of shares. The proposed owner cannot occupy an apartment and no furniture may be moved in until after the closing.

TO: BOARD OF DIRECTORS

The undersigned hereby submit this application to purchase _____ shares of stock in 244 Madison Realty Corp, and the Proprietary Lease for apartment _____ located at 244 Madison Avenue New York, NY 10016

We/I hereby acknowledge our/my understanding of the following.

1. Pursuant to authority granted in the Proprietary Lease and By-Laws of the Corporation, the Board of Directors will utilize this application to obtain background information regarding proposed purchases of the Corporation's stock.
2. The Board of Directors may require additional information and will require that applicant(s) appear for a personal interview.
3. The proposed purchase/transfer cannot be consummated without the Board's consent.
4. We/I have read the Proprietary Lease, By-Laws and House Rules which govern occupancy of the apartment and which would govern the occupancy by the applicant.
5. In no event will the Corporation, the Board of Directors or its agents be responsible for any liabilities or expenses incurred by an applicant whose application is disapproved.
6. While the Board of Directors will attempt to review all applicants promptly, the Corporation, the Board of Directors, and its agents assume no responsibility for expense or liabilities resulting from and delay in it review.
7. Falsification of any of the enclosed information, or omission of material information herefrom, may result, without limitation, in revocation of the Board of Directors' approval and termination of the applicant's Proprietary Lease.

The undersigned hereby authorize(s) the Board of Directors to contact any of the employers, banks, landlords, educational institutions, references, etc. described herein in order to elicit information bearing upon this application.

The undersigned hereby makes this application to purchase/transfer shares of stock in the Corporation and the Proprietary Lease for the apartment described above. The undersigned acknowledges that, if this application is accepted, the undersigned, will not without prior written consent of the Board of Directors: pledge the shares of the Corporation's stock; make structural alterations to the apartment; sublease the apartment; permit non-family members to reside in the apartment for more than one month; use the apartment for other than residential purposes; or violate any provision of the Proprietary Lease, House Rules, By-laws. The undersigned acknowledges that the undersigned is acquiring the apartment in an "as is" condition. The undersigned confirms the accuracy of all of the information contained herein.

Applicant: _____
Signature

Co-Applicant: _____

Guarantor (if applicable): _____
Signature

Date: _____

APPLICANT'S RELEASE

Re: 244 Madison Realty Corp
244 Madison Avenue
New York, N. Y. 10016

Apt. #: _____

The undersigned applicant(s) is (are) submitting an application to Purchase/Transfer of the above referenced apartment.

Applicant(s) has submitted payment for certain fees including but not limited to fees to check applicants' credit/criminal and to process this application.

Applicant(s) acknowledges that the application to Purchase/Transfer the apartment may or may not be approved by the Board of Directors of the Cooperative Corporation owning the building in its sole discretion and that if the applicant is not approved, no reason for the disapproval needs to be given. Whether the application is approved or not approved certain costs and expenses will be incurred and the fees described above will not be refunded to the applicant(s).

The applicant(s) release(s) both the Cooperative Corporation and the managing agent from any liability for the return of these funds incurred in processing the application, and agrees that in the event the applicant seeks recovery of such fees, the applicant shall be liable for all cost and expenses (including attorney's fees) incurred by the Cooperative and/or managing agent.

Applicant Signature

Applicant Signature

Contact Information Form

Seller Name: _____

Purchaser Name: _____

Apartment Address: _____ Apartment: _____

Purchaser: _____

Alternate Address (if applicable): _____

Tenant Phone # _____ Business Phone # _____

E-mail: _____ Cell phone#: _____

Occupant Information:

Name of Occupant(s): _____

Phone #: _____

Business phone #: _____

E-mail address: _____

Cell Phone #: _____

For Seller(s):

For Purchaser(s):

Attorney: _____

Phone # _____

E-mail address: _____

Broker: _____

Phone # _____

E-mail address: _____

PURCHASER(S) GENERAL INFORMATION

	Applicant	Co-Applicant
Name:	_____	_____
Address:	_____	_____
	_____	_____
*Years at Residence:	_____	_____
Home Phone No.:	_____	_____
Citizenship:	_____	_____
Employer:	_____	_____
Address:	_____	_____
	_____	_____
Business Phone No:	_____	_____
Nature of Business:	_____	_____
Period Employed:	_____	_____
Title Held:	_____	_____
Education and Professional Background:	_____	_____

- If your residence or employer has changed in the last two years provide that additional information on the back of this page.

Please answer yes or no to the following questions:

	<u>APPLICANT</u>	<u>CO-APPLICANT</u>
a. Have you any outstanding judgments?	_____	_____
b. In the last 7 years, have you been declared bankrupt?	_____	_____
c. Have you had property foreclosed upon or given title of deed in lieu thereof?	_____	_____
d. Are you a party in a law suit?	_____	_____
e. Are you obligated to pay alimony, child support or separate maintenance?	_____	_____
f. Other than the mortgage, will any part of your cash payment be borrowed?	_____	_____
g. Do you or any member of your family have diplomatic status?	_____	_____
h. Are you a co-maker/guarantor for any loan?	_____	_____

If a "Yes" answer is given to a question in this column, please explain on the back of this page.

REFERENCES

FINANCIAL:

Institution	Address	Account #
_____	_____	_____
_____	_____	_____
_____	_____	_____

PERSONAL:

1. Name (s) in which cooperative stock will be held:

2. Names and relationship of proposed occupants of the apartments and ages of children, if any:

3. Will this apartment be your main residence? _____

a. If not, the approximate number of days per month you will use this apartment:

4. Address and phone number of main residence:

5. Is this your first time purchasing a Co-op? _____ If no, where else have you owned?

6. Do you plan to do any renovation of the apartment? _____ If yes, please specify:

AFFIDAVIT AS TO NET WORTH

NOTE: If purchaser, loan or sublease is being made by more than one person, each applicant must submit an affidavit as to the applicant's net worth.

STATE OF NEW YORK)ss:

COUNTY OF NEW YORK }

_____ being duly sworn, deposes and states the following: I submitted herewith a true statement of my assets, liability and current net income. I make this affidavit in order to induce the Board of Directors of *244 Madison Realty Corp.* (the "Apartment Corporation") to approve the following:

(Cross out inapplicable portion)

1) The transfer to me of stock of said Corporation now owned by (CURRENT SHAREHOLDER(S) NAME): _____ and the assignment to me of the lease of apartment # _____ at *244 Madison Avenue, NY NY 10016*.

2) The borrowing by me of \$ _____ on the security of stock of *244 Madison Realty Corp.* (the "Apartment Corporation") which now is or hereafter will be owned by me.

Applicant's Signature

Applicant's Signature

Sworn to me
This _____ day of _____ 20__

Notary Public

BALANCE SHEET

<u>ASSETS</u>	<u>As of Date of Application</u>	<u>Proforma After Purchase</u>
Cash	_____	_____
Checking Accounts (Note 1)	_____	_____
Savings Accounts (Note 1)	_____	_____
Marketable Securities	_____	_____
Life Insurance Net Cash Value	_____	_____
Non-Marketable Securities (Note 2)	_____	_____
Real Estate Owned (Note 3)	_____	_____
Automobiles/Pleasure Craft Owned	_____	_____
Vested Interest in Retirement Fund	_____	_____
Net Worth of Business Owned (Note 5)	_____	_____
Furniture and Personal Property	_____	_____
Notes Receivable	_____	_____
Other Assets	_____	_____
 <u>TOTAL ASSETS</u>		
 <u>LIABILITY</u>		
Installment Debt Payable (Note 6)	_____	_____
Other Unsecured Loans (Note 6)	_____	_____
Mortgage Loans (Note 6)	_____	_____
Automobiles/Pleasure Craft Loans	_____	_____
Other Secured Loans (Note 6)	_____	_____
Other Liabilities (Note 7)	_____	_____
Income Tax Payable	_____	_____
 TOTAL LIABILITY	_____	_____
 Net Worth	_____	_____
 TOTAL LIABILITIES AND NET WORTH	_____	_____

Please indicate below any lease commitments (autos, pleasure crafts, etc. to which you are obligated.)

NOTES TO BALANCE SHEET

Note 1	Account #	Name and Address of Banking Institution	Balance
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

Note 2	No.	Type of Shares	Issuer	Market Value	Monthly Dividend & Interest
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____

(Please submit brokerage statements or other reports)

Note 3	Address of Property	Type of Property	Cost of Property	Market Value	Amt. of Mort. & Other Loans
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____

Monthly Gross	Monthly Rental Income	Monthly Tax Mort. Pyt.	Monthly Maintenance & Misc. Pyts.	Rental Income
	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____

Note 4 Make and Year of Vehicle: _____

Note 5 Briefly Describe Other Assets: _____

Note 6 Please provide the following for all Debt:

Creditor's Name and Address	Acct. No.	Monthly Payments	Unpaid Left	Balance
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Note 7 Briefly describe any other liabilities: _____

ANNUAL INCOME STATEMENT

Income (Annual)	Applicant (last year)	Co-Applicant (last year)	Combined Income	Combined Inc. (projected)
Salaries	_____	_____	_____	_____
Bonus	_____	_____	_____	_____
Commission	_____	_____	_____	_____
Div/Interest	_____	_____	_____	_____
Alimony/Child Support	_____	_____	_____	_____
Rental Income	_____	_____	_____	_____
Sale of Capital	_____	_____	_____	_____
Other	_____	_____	_____	_____
(Itemize Separately) 1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
TOTAL INCOME:	_____	_____	_____	_____

Purchase Price for Stock: \$ _____

Amount Financed: \$ _____

Monthly Maint: \$ _____

Monthly Payment: \$ _____

Liquid assets after purchase: \$ _____

All Sources of funds for the purchase: _____

Term/Type of Loan: _____

ANNUAL HOUSING EXPENSES

Rent	_____
Maintenance	_____
Other Mortgage(s)	_____
Other Financing	_____
Real Estate Taxes	_____
Loans	_____
Other	_____
TOTAL HOUSING EXPENSE	_____
HOUSING TO INCOME RATIO:	_____

AUTHORIZATION

PLEASE READ CAREFULLY BEFORE SIGNING

I/We authorize a tenant background search or consumer report. I/We authorize the verification of all information in this application and its release to the Landlord/Condominium/ Cooperative/ Maxwell-Kates, Inc. or other parties connected with the lease/purchase/transfer contemplated herein.

APPLICANT(S) NAME: 1 _____
APPLICANT(S) SIGNATURE: 1 _____
ADDRESS: 1 _____
SOCIAL SECURITY #: 1 _____
DATE OF BIRTH: 1 _____



APPLICANT(S) NAME: 2 _____
APPLICANT(S) SIGNATURE: 2 _____
ADDRESS: 2 _____
SOCIAL SECURITY #: 2 _____
DATE OF BIRTH: 2 _____

NOTICE UNDER NYCACS 20-808

The application provided by you may be used to obtain a tenant screening report; the name and address of the consumer reporting agency or agencies that will be used to obtain such report is/are:

**The Screening Pros, LLC
ATT: Consumer Disclosure
P. O. Box 3338, Chatsworth, CA 91313-3338
1-800-877-3908 Ext: 300**

**Trans Union ATTN: TransUnion Consumer Relations
2 Baldwin Place, P. O. Box 1000, Chester, PA 19022
1 (800) 888-4123**

Consumer Rights under the Fair Credit Reporting Act (FCRA)

Para informacion en espanol, visite www.ftc.gov/credit o escriba a la FTC Consumer Response Center, Room 130-A 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

A Summary of Your Rights Under the Fair Credit Reporting Act

The federal Fair Credit Reporting Act (FCRA) promotes the accuracy, fairness, and privacy of information in the files of consumer reporting agencies. There are many types of consumer reporting agencies, including credit bureaus and specialty agencies (such as agencies that sell information about check writing histories, medical records, and rental history records). Here is a summary of your major rights under the FCRA. For more information, including information about additional rights, go to www.ftc.gov/credit or write to: Consumer Response Center, Room 130-A, Federal Trade Commission, 600 Pennsylvania Ave. N.W., Washington, D.C. 20580.

- **You must be told if information in your file has been used against you.** Anyone who uses a credit report or another type of consumer report to deny your application for credit, insurance, or employment – or to take another adverse action against you – must tell you, and must give you the name, address, and phone number of the agency that provided the information.
- **You have the right to know what is in your file.** You may request and obtain all the information about you in the files of a consumer reporting agency (your “file disclosure”). You will be required to provide proper identification, which may include your Social Security number. In many cases, the disclosure will be free. You are entitled to a free file disclosure if:
 - a person has taken adverse action against you because of information in your credit report;
 - you are the victim of identify theft and place a fraud alert in your file;
 - your file contains inaccurate information as a result of fraud;
 - you are on public assistance;
 - you are unemployed but expect to apply for employment within 60 days.

In addition, by September 2005 all consumers will be entitled to one free disclosure every 12 months upon request from each nationwide credit bureau and from nationwide specialty consumer reporting agencies. See www.ftc.gov/credit for additional information.

- **You have the right to ask for a credit score.** Credit scores are numerical summaries of your credit-worthiness based on information from credit bureaus. You may request a credit score from consumer reporting agencies that create scores or distribute scores used in residential real property loans, but you will have to pay for it. In some mortgage transactions, you will receive credit score information for free from the mortgage lender.
- **You have the right to dispute incomplete or inaccurate information.** If you identify information in your file that is incomplete or inaccurate, and report it to the consumer reporting agency, the agency must investigate unless your dispute is frivolous. See www.ftc.gov/credit for an explanation of dispute procedures.
- **Consumer reporting agencies must correct or delete inaccurate, incomplete, or unverifiable information.** Inaccurate, incomplete or unverifiable information must be removed or corrected, usually within 30 days. However, a consumer reporting agency may continue to report information it has verified as accurate.
- **Consumer reporting agencies may not report outdated negative information.** In most cases, a consumer reporting agency may not report negative information that is more than seven

years old, or bankruptcies that are more than 10 years old.

- **Access to your file is limited.** A consumer reporting agency may provide information about you only to people with a valid need -- usually to consider an application with a creditor, insurer, employer, landlord, or other business. The FCRA specifies those with a valid need for access.
- **You must give your consent for reports to be provided to employers.** A consumer reporting agency may not give out information about you to your employer, or a potential employer, without your written consent given to the employer. Written consent generally is not required in the trucking industry. For more information, go to www.ftc.gov/credit.
- **You may limit "prescreened" offers of credit and insurance you get based on information in your credit report.** Unsolicited "prescreened" offers for credit and insurance must include a toll-free phone number you can call if you choose to remove your name and address from the lists these offers are based on. You may opt-out with the nationwide credit bureaus at 1-888-567-8688.
- **You may seek damages from violators.** If a consumer reporting agency, or, in some cases, a user of consumer reports or a furnisher of information to a consumer reporting agency violates the FCRA, you may be able to sue in state or federal court.
- **Identity theft victims and active duty military personnel have additional rights.** For more information, visit www.ftc.gov/credit.

States may enforce the FCRA, and many states have their own consumer reporting laws. In some cases, you may have more rights under state law. For more information, contact your state or local consumer protection agency or your state Attorney General. Federal enforcers are:

TYPE OF BUSINESS:	CONTACT:
Consumer reporting agencies, creditors and others not listed below	Federal Trade Commission: Consumer Response Center - FCRA Washington, DC 20580 1-877-382-4357
National banks, federal branches/agencies of foreign banks (word "National" or initials "N.A." appear in or after bank's name)	Office of the Comptroller of the Currency Compliance Management, Mail Stop 8-8 Washington, DC 20219 800-613-8743
Federal Reserve System member banks (except national banks, and federal branches/agencies of foreign banks)	Federal Reserve Board Division of Consumer & Community Affairs Washington, DC 20551 202-462-3693
Savings associations and federally chartered savings banks (word "Federal" or initials "F.S.B." appear in federal institution's name)	Office of Thrift Supervisor Consumer Complaints Washington, DC 20552 800-842-6929
Federal credit unions (words "Federal Credit Union" appear in institution's name)	National Credit Union Administration 1775 Duke Street Alexandria, VA 22314 703-519-4600
State-chartered banks that are not members of the Federal Reserve System	Federal Deposit Insurance Corporation Consumer Response Center, 2345 Grand Avenue, Suite 100 Kansas City, Missouri 64108-2838 1-877-275-3342
Air, surface, or rail common carriers regulated by former Civil Aeronautics Board or Interstate Commerce Commission	Department of Transportation, Office of Financial Management Washington, DC 20590 202-368-1306
Activities subject to the Packers and Stockyards Act, 1921	Department of Agriculture Office of Deputy Administrator - GIPSA Washington, DC 20250 202-720-7051

244 MADISON AVENUE REALTY CORP.
244 Madison Avenue
New York, NY 10016

AFFIDAVIT
PURCHASERS - RENTERS
NO DOGS

The undersigned hereby acknowledges and agrees that
Apartment # _____ at 244 Madison Avenue, New York, New York,
shall harbor NO DOGS in such apartment.

The undersigned further specifically acknowledges and agrees
that a violation of the above shall be a default under the terms of
the HOUSE RULES affecting such apartment and entitle 244
Madison Avenue Realty Corp. to commence dispossession proceedings.

In addition, the undersigned further acknowledges the
obligation to reimburse the apartment corporation for its cost and
expenses, including legal fees, resulting from such a breach.

Sworn to before me
This _____ day of _____

Notary Public

244 MADISON AVENUE REALTY CORP.
244 Madison Avenue
New York, NY, 10016

AFFIDAVIT

PURCHASERS - RENTERS
PROPRIETARY LEASE / HOUSE RULES

I (we) acknowledge hereby my understanding of the HOUSE RULES and all terms of the proprietary lease stated herein. I (we) recognize that by acting to the contrary on any terms of the PROPRIETARY LEASE and the HOUSE RULES I (We) shall be in violation of terms and conditions of the PROPRIETARY LEASE and its supplements.

I (we) also state that I (we) have read the HOUSE RULES of the apartment corporation and give my (our) assurance that all members of my household and guests will conform to them.

The undersigned further specifically acknowledges and agrees that a violation of the above shall be a default under the terms of the House Rules affecting apartment # _____ and entitle 244 Madison Avenue Realty Corp. to commence dispossession proceedings.

In addition, the undersigned further acknowledges the obligation to reimburse the co-operative for its cost and expenses, including legal fees, resulting from such a breach.

Sworn to before me
This _____ day of _____

Notary Public

To: Tenant
Dated: January 1, 2009

From: Landlord

ANNUAL NOTICE

PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS

New York City law requires that tenants living in buildings with 3 or more apartments complete this form and return it to their landlord before February 15, each year. If you do not return this form, your landlord is required to visit your apartment to determine if children age 10 years or younger (under 11) live in your apartment. If young children live in your apartment, the law requires your landlord to inspect for and properly install window guards and to inspect for and safely repair peeling paint.

Peeling Lead Paint	Window Guards
<p>By law, your landlord is required to inspect your apartment for peeling paint and other lead paint hazards at least once a year if a child age 6 years or younger (under 7) lives with you.</p> <ul style="list-style-type: none">You must notify your landlord in writing if a child under 7 comes to live with you during the year.If a child under 7 lives with you, your landlord must inspect your apartment and provide you with the results of these paint inspections.Always report peeling paint to your landlord. Call 311 if your landlord does not respond.Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards. <p>These requirements apply to buildings with 3 or more apartments built before 1960. They also apply to buildings built between 1960 and 1978 if the landlord knows that lead paint is present.</p>	<p>By law, your landlord is required to install window guards in all your windows IF a child age 10 or younger (under 11) lives with you, OR if you request them (even if no children live with you).</p> <ul style="list-style-type: none">ONLY windows that open to fire escapes, and one window in each first floor apartment when there is a fire escape on the outside of the building, are legally exempt from this requirement.It is against the law for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed.Window guards should be installed so there is no space greater than 4½ inches above or below the guard, on the side of the guard, or between the bars. <p>These requirements apply to all buildings with 3 or more apartments, regardless of when they were built.</p>

Please check all that apply.

- A child age 6 years or younger (under 7) lives in my apartment.
- A child age 10 years or younger (under 11) lives in my apartment and:
- Window guards are installed in all windows as required.
 - Window guards need installation or repair.
 - Window guards are NOT installed in all windows as required.
- No child age 10 years or younger (under 11) lives in my apartment:
- I want window guards installed anyway.
 - I have window guards, but they need repair.

Signature

Telephone Number

Date

Deadline for return: February 15, 2009

PLEASE RETURN THIS FORM TO:

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

Call 311 for more information on preventing window falls and lead poisoning.

PRINT ADDRESS: _____

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

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

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

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

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

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

Lessee's Acknowledgment (initial)

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

HOMEOWNERS INSURANCE

Please be advised that it is a policy of your apartment corporation that all shareholders and tenants carry Homeowners Insurance throughout their ownership and/or residency. Therefore, we request that you include a copy of your insurance binder with this application.

Acknowledged and Agreed by:

Proposed Shareholder signature

Proposed Shareholder signature

Building Address: _____

Date: _____

IMPORTANT NOTE REGARDING INSURANCE REQUIREMENTS:

- a) comprehensive personal liability insurance coverage against claims of bodily injury and property damage, with a combined single limit of liability of at least \$500,000 per occurrence,
- (b) all-risk personal property insurance coverage (including coverage for water damage) with respect to the furniture, fixtures and other contents of the Apartment, and the value of improvements and betterments to the Apartment.
- (c) Such insurance policies shall be issued by one or more insurance companies, licensed to do business in New York.
- (d) Shareholder shall name Lessor as an additional insured party and designate the Lessor as a "certificate holder" entitled to notice if the policy is terminated.

HOUSE RULES

August 2, 2016

1. BUILDING STRUCTURE

- (a) No awnings, window air-conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the Cooperative or the managing agent; nor shall anything be projected out of any window of the building without similar approval.
- (b) 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 Cooperative or managing agent.
- (c) No radio or television aerial or dish shall be attached to or hung from the exterior of the building without the prior written approval of the Cooperative or the managing agent.

2. BUILDING EMPLOYEES

- (a) No Resident shall send any employee of the Cooperative out of the building on any private business.
- (b) No resident can borrow the building's ladders, tools or equipment.
- (c) Residents can ask staff for assistance in their apartments during staff working hours if the maintenance pertains to a plumbing problem or heating problem. Otherwise, all work done in an apartment by staff has to be done during the staff member's off hours.
- (d) The Cooperative assumes no responsibility for any injury or damage sustained while a staff member is doing personal work for a resident.

3. BUSINESS USE

Apartments are to be used for living purposes only, except as approved in advance and in writing by the Board of Directors for limited business use. This limited business use would permit, with board approval, the use of the apartment wherein customers, clients, patients, associates, employees and deliveries would not be intrusive.

4. COMPLAINTS

Complaints regarding the service of the building shall be made in writing to the managing agent of the Cooperative.

5. CONSTRUCTION and REPAIRS

- (a) Construction or repair work or other installation involving noise shall be conducted in any Apartment only on weekdays (not including legal holidays), and only between the hours of 9:00 AM and 5:00 PM.
- (b) Residents are required to inform, in writing, all adjacent residents on the same floor, as well as above and below the apartment undergoing renovation, of the estimated timeframe and nature of the work.
- (c) Water and heat shutoffs require 3 days notice to the superintendent.

6. DELIVERIES, MESSENGERS and MERCHANTS

- (a) Weekday delivery and/or removal hours are 9:00 A.M. to 5:00 P.M. Large items must be delivered during the week, pending superintendent approval.
- (b) Saturday delivery and/or removal hours are 9:00 A.M. to 1:00 P.M. for small to medium size items only, pending superintendent approval. Two elevator trips per delivery/removal are allowed.
- (c) There are no deliveries and/or removals on Sunday.
- (d) The superintendent must be notified 3 days in advance of all deliveries and/or removals.
- (e) Supermarket delivery couriers must use building luggage carts to transport deliveries in elevators. Doorman will assist with luggage cart, when able.
- (f) Messengers and trades people shall use such means of ingress and egress as shall be designated by the Cooperative.
- (g) NO FLYERS from outside merchants and delivery couriers are permitted to be placed under doors. If residents find flyers, please report them to the doorman. If flyers continue, that merchant will be limited to the lobby.

7. EXTERMINATOR

- (a) Upon notice to resident, the agents of the Cooperative, along with any contractor or workman authorized by the Cooperative, may enter any Apartment at any reasonable hour of the day for the purpose of inspecting such Apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests; and for the purpose of taking such measures as may be necessary to control or exterminate such. However, In the event of an emergency, agents of the Cooperative may access an apartment without prior notification.
- (b) If a resident retains an outside exterminator, it is at the resident's expense.

8. GARBAGE, REFUSE AND RECYCLING

- (a) Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent or managing agent of the building may direct.
- (b) All food and non-recyclable refuse must be securely placed in strong, unbreakable bags and thrown down the garbage chute. Garbage and/or detergent should not be dropped on any floor.
- (c) Newspapers, glass, cans, foil, bottles, plastic containers and other recyclable materials must be placed in the separate containers, located in Staircase A (near the elevators). No food of any kind should be left in the recycling containers.
- (d) Boxes and newspapers left in recycling bins should be neatly stacked. Boxes should be flattened and if there are numerous boxes and newspapers they should be folded into plastic bags.
- (e) For any large refuse, building staff should be called for assistance to remove such to the basement.
- (f) At no time should doormats or area rugs be shaken in any public area (hallways, stairways).

9. INSURANCE

At the time of purchase, sublease, renewal or refinance, and every year thereafter, all Shareholders are required to show proof of a minimum of \$500,000 liability insurance in addition to property, fire and theft insurance, with the Cooperative as a named insured on all of the above.

10. KEYS

It is required that a set of keys for each apartment is provided to the Superintendent for emergencies. If the key is unavailable, residents will bear the cost of repairs if their doors have to be opened in an emergency.

11. LAUNDRY

- (a) Laundry facilities are available 24 hours/day.
- (b) Residents may be permitted to have a washing machine in lieu of a dishwasher, subject to Board approval.
- (c) Laundry carts may not be removed from laundry room.
- (d) Clothing should be promptly removed from washer and/or dryer when cycle is completed.

12. MOVING IN AND OUT

- (a) Moving in and out hours are weekdays 9:00 A.M. to 5:00 P.M. The Superintendent has the discretion to extend the hours on a case-by-case basis.
- (b) You must notify the Superintendent at least 2 weeks in advance to schedule the date and time you intend to move.

13. NOISE

- (a) No resident shall make or permit any disturbing noises in the building, or do or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other residents.
- (b) Unless expressly authorized by the Board of Directors in each case, the floors of each Apartment must be covered with rugs or carpeting or equally effective noise-reducing material, to the extent of at least eighty (80%) percent of the floor area of each room excepting only kitchens, pantries, bathrooms, and closets.
- (c) No resident shall make or permit any disturbing noises or play any musical instrument or operate any musical device or a radio or television or speaker, or make or permit any disturbing noises in such resident's apartment between the hours of 11:00 P.M. – 9:00 A.M.
- (d) Residents may call doorman with a noise complaint.
- (e) Any unabated noise complaints will be responded to by Management.

14. OPEN HOUSES / SELLING & RENTING APARTMENTS

- (a) When a Shareholder begins the process of putting an apartment on the market, the following procedures must be followed:
 - Shareholder presents broker to Door Staff.
 - Shareholder signs log including broker's name, name of brokerage and contact information.
 - Shareholder leaves instructions and key for apartment showings.
 - Door Staff must be notified in advance when an apartment is being shown by appointment.
 - If the showing broker does not have a key to the apartment, the key can be requested from Door Staff. If this is not the listing broker then the listing broker must call the door staff with the pertinent information.

- (b) When conducting an OPEN HOUSE, the following procedures must be followed:
- Sunday is the only day permitted for Open Houses.
 - 72-hour advance written notice must be given to the Superintendent for all Open Houses.
 - Open Houses are restricted to 2-hour intervals from 11:30 AM to 1:30 PM or from 2:30 PM to 4:30 PM. You may reschedule if closed out.
 - The showing broker or broker's representative must accompany any prospective purchaser/subtenant, or a small group of purchasers/subtenants, both to and from the apartment. This must be repeated for each apartment to be viewed. Prospective purchasers/subtenants must wait in the lobby until the broker or broker's representative is available.
 - No group tour or exhibition of any Apartment or its contents shall be conducted, nor shall any auction sale be held in any Apartment without the consent of the Cooperative or its managing agent.

15. PARKING

No vehicle belonging to a resident or to a member of the family, guest, subtenant or employee of a resident shall be parked in such manner as to prevent access to the entrance of the building.

16. PETS

- (a) A maximum of two cats per apartment are permitted.
- (b) No dogs or reptiles or large fish tanks are permitted in the building.
- (c) Visitors are not permitted to bring dogs into the building.
- (d) No pigeons or other birds or animals shall be fed from the windowsills, balconies, court space or other public portions of the building, or on the sidewalks or street adjacent to the building.

17. PLANTS

No resident shall install any plantings on the terrace, balcony or roof without the prior written approval of the Cooperative. If such approval is given, then plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace, balcony or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in boxes to draw off water.

In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. It shall be the responsibility of the resident to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.

18. PUBLIC SPACES and RESIDENTIAL SPACES

- (a) The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartments in the building.
- (b) No article shall be placed in the halls or on the staircase landings nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the windowsills of the building.
- (c) No bicycles, scooters, baby carriages or similar vehicles shall be allowed to stand in the public halls, passageways or areas of the building.
- (d) The lobby shall not be used as a waiting room for business invitees.
- (e) Children shall not play in the public halls, courts, stairways or elevators. No child shall be left unattended in the lobby and no child shall be permitted on the roof unless accompanied by a responsible adult.
- (f) Bare feet are not permitted in the lobby, mailroom and laundry room areas.
- (g) For the safety of the building and comfort of the Residents, **smoking is not permitted in Sublet apartments and strongly discouraged in Shareholder apartments**. Smoking fumes may not escape from one apartment into another from the hallways or air vents. Any Shareholder could be held responsible for the effects of secondhand smoke or damage caused by smoking.
- (h) Smoking is not permitted under the awning, in the lobby, the hallways or on the roof.
- (i) To prevent holes in the awning, or harm to those walking on the sidewalk, throwing lighted cigarettes and other items out of windows or roof is prohibited.
- (j) Residents shall not permit unreasonably disturbing cooking or other odors to escape from their apartments into hallways or other apartments.

19. ROOF DECK

Our building has a beautiful roof deck, which offers a great escape to the outdoors, and we encourage all residents to visit and enjoy! In order to maintain a safe and quiet environment, the Board has created a set of rules which govern the proper use of the space. When visiting the roof, please be courteous of others enjoying the space and of our fellow neighbors residing on the Penthouse and Upper Penthouse floors.

- (a) HOURS: Open between the hours of 7:00 AM and 11:00 PM.
- (b) NOISE: Respect your neighbors. Keep noise level low (i.e. conversation level).
- (c) ROOF FURNITURE: Tables and chairs are placed in specific locations along the roof. We encourage you to not move the furniture around as it creates a “messy” environment, causes potential damage to the roof floor, and disturbs the Penthouse and Upper Penthouse residents. In the event that you need to move any of the furniture, please make sure to “carry” versus “drag” items and note that the alcove area (south-east corner) is restricted. All furniture, which has been moved, should be returned to the original location.
- (d) GLASS: Glass containers (and other items which have the potential to either damage the roof deck membrane or cause injury to others) are not permitted. Please use non-glass containers.
- (e) ALCOHOL: Alcohol is not permitted.
- (f) TRASH: You are responsible for any and all litter you create. Trash should be discarded in the appropriate receptacles. Under no circumstances may any item be thrown from the rooftop. There are trash bins on the roof – if they are full, please take your refuse to a trash area on the floor below or your floor. Please note that you will be charged for any litter you have left.
- (g) SMOKING / FIRES / COOKING: No smoking of any kind is permitted. Open fires, barbecues, and all types of cooking are not permitted.
- (h) CHILDREN and GAMES: Children under 14 years old must be supervised by an adult Resident. Parents are held responsible for the behavior of their children. Running games, playing ball, throwing a Frisbee, or any other activity that presents a risk of items or persons going over the edge, are not permitted. Wading pools (or other recreational water devices), sandboxes, wheeled devices (bicycles, roller-skating, roller-blading, skateboarding), or climbing the stairs of the elevator housing and Upper Penthouse to reach their rooftops are not permitted.
- (i) PETS: No pets are permitted on the Roof Deck at any time.
- (j) PLANTINGS: Please do not pick the flowers or disturb the trees.
- (k) GUESTS: A Shareholder or resident must accompany all guests. Residents are responsible for the behavior of their guests.

(I) ROOF DECK PRIVATE PARTIES and EVENTS:

- *Private Party Limit:* For safety/capacity reasons, 20 is the maximum number of people in a private party. This allows party guests to sit at tables and, at the same time, respects other residents' desire to sit and use tables, as well.
- *Written Request:* Private parties of between 10 and 20 people are permitted only with approval, and only 1 such group will be permitted at a time. A completed "Party Request" form must be submitted to the Board of Directors at least 3 days in advance of the desired date. This shall include a \$100 deposit, refundable if additional clean up is not necessary. When approval is granted, the Superintendent will post the reservation on BuildingLink. "Party Request" forms may be found with the Superintendent or on BuildingLink. Decisions will be made in the order requests are received.
- *Location and Seating:* Private parties are held in the area to the left of the roof entrance, for the convenience of all residents. 2 large tables and 12 chairs are available for use in that area. (If needed, 1 additional table and 8 additional chairs may be "borrowed" from the main area, leaving 2 tables and 4 chairs for other residents.) *All moved furniture must be lifted, not dragged, and returned to their original places.*
- *Duration:* Private parties may last up to 4 hours and must end by 10 PM.
- *Violations:* Residents will be held responsible for any violations of these roof rules and will be held liable for the cost of any damages.

20. SUBLETS

- (a) Subletting of apartments is permitted on a yearly basis subject to Board approval. Shareholder(s) wishing to sublet must be an owner and resident of the building for at least 2 years. Each yearly renewal requires Board approval. The sublet fee to the Cooperative is \$1,000 for the first year of the sublet, increasing by \$300 for every year the apartment is consecutively sublet.
- (b) No sublet apartment may be used as a business. There can be substantial consequences for any violation.
- (c) All new sublets will require proof of insurance to be provided by shareholder, with the Cooperative as a named insured.
- (d) The subtenant must acknowledge, in writing, that no business associate or invitee may have access to the premises in his/her absence.

- (e) Any shareholder in arrears and is subletting his/her apartment will not be approved for renewal.
- (f) A Shareholder is required to provide automatic deduction of monthly maintenance.
- (g) Subtenant smoking is prohibited in apartments. A violation of this rule will result in the sublet not being renewed. If there is such a violation, the shareholder is responsible for curing this violation and places ownership in the Corporation in jeopardy.

21. VISITORS / OVERNIGHT GUESTS

- (a) Visitors must be announced before continuing into the building unless previously authorized by resident.
- (b) When in residence, shareholders and subtenants may have overnight guests for a period not exceeding 30 consecutive days.
- (c) When NOT in residence, only shareholders may have overnight guests, provided such guests are members of the shareholder's Immediate Family (i.e. spouse, children, grandchildren, parents, grandparents, brothers, sisters and domestic employees). These guests may not themselves have overnight guests.
- (d) A subtenant may not have overnight guests when not in residence, regardless of their relationship, *unless* approved by the Board of Directors.
- (e) All overnight guests must be registered on BuildingLink for the duration of their stay.
- (f) For security, and in case of emergency, the names and contact information of overnight guests must be available to the superintendent.
- (g) The shareholder shall not be entitled to receive any remuneration from guests.
- (h) A Board of Directors' written consent is required for any exception to the provisions of Rule #21.

22. WATER

- (a) Water appliances shall only be used for their specific purposes. The cost of repairing any damage resulting from misuse of any water apparatus or appliances shall be paid for by the shareholder in whose apartment it shall have been caused.
- (b) "Wet Over Dry": Installation of devices or fixtures, which are connected to plumbing, is restricted to those areas of apartments which are in a vertical line with such devices and/or fixtures of other apartments in the same line.
- (c) No single unit may have more than one "washing machine" for dishes or clothes.

23. WINDOWS

The resident shall keep the windows of the Apartment clean. In case of refusal or neglect by the resident during 10 days after notice in writing from the Cooperative or the managing agent to clean the windows, such cleaning may be done by the Cooperative or the managing agent, which shall have the right, by its officers or authorized agents, to enter the Apartment for the purpose and to charge the cost of such cleaning to the resident.

- 24. ANY CONSENT OR APPROVAL GIVEN BY THE COOPERATIVE, UNDER THESE HOUSE RULES, SHALL BE REVOCABLE AT ANY TIME.**
- 25. THESE HOUSE RULES MAY BE ADDED TO, AMENDED, OR REPEALED AT ANY TIME BY RESOLUTION OF THE BOARD OF DIRECTORS.**

**BOARD OF DIRECTORS
244 MADISON REALTY CORP.
December, 2015**