



**AVERY**  
**100 RIVERSIDE BOULEVARD**  
**NEW YORK, NEW YORK 10069**

**SALE REQUIREMENTS**

1. Purchase Application (enclosed)
2. Credit Check Authorization (enclosed)
3. Occupancy Rider (enclosed)
4. Notification of Legal Mailing (enclosed)
5. Emergency Contact Form
6. Contract of Sale (fully executed)
7. Employment Reference Letter
8. If Financing - Commitment Letter & Loan Application
9. Most Recent Tax Return (first two (2) pages both sides) with W-2
10. Working Capital Contribution – Equal to two (2) month’s common charges  
Payable to “Avery” to be paid by Purchaser.
11. Financial Statement (form enclosed) please include supporting documentation  
for all Assets and Liabilities.
12. Non-Refundable Application Fee - \$600.00 payable to “Halstead Management, LLC”
13. Credit check - \$120.00 for each applicant payable to “Halstead Management, LLC”
14. Non-Refundable Move-In Fee - \$500.00 payable to “Avery Condominium”
15. Refundable Move-In Deposit - \$1,000.00 payable to “Avery Condominium”
16. Non-Refundable Move-Out Fee - \$500.00 payable to “Avery Condominium”
17. Refundable Move-Out Deposit - \$1,000.00 payable to “Avery Condominium”

Please note that the execution of your Contract of Sale or Lease Agreement is contingent upon the Condominium’s Right of First Refusal. It is your responsibility to include language in your Contract of Sale or Lease Agreement that protects you in case the Condo Board exercises their right to purchase or lease your unit.

**Please note, there is a \$750.00 closing fee made payable to Halstead Management, LLC on all transfers to be paid at closing by the seller.**

Please be sure package is completed in its entirety before submitting to Halstead Management, LLC. Incomplete packages will not be processed and will be returned for completion.

Please submit one (1) original set and one (1) additional set to:

Halstead Management, LLC.  
770 Lexington Avenue  
New York, NY 10065  
Attn. Transfer Department

Any questions please contact us at 646.485.6100.



**NOTICE OF INTENT TO SELL**  
(To be completed by Unit Owner(s))

Date: \_\_\_\_\_

The Board of Managers  
c/o Halstead Management  
770 Lexington Avenue, 7<sup>th</sup> Floor  
New York, NY 10065

**Re      Address:**  
**Unit #:**

**Dear Members of the Board:**

This letter will serve as a formal Notice of the undersigned Owner's intention to sell the above captioned unit.

In accordance with the By-laws of the condominium association, the following information is being submitted for your consideration:

NAME(S) OF PURCHASER(S)/OUTSIDE OFFEROR(S): \_\_\_\_\_

CURRENT RESIDENCE ADDRESSES: \_\_\_\_\_

TEL.#: \_\_\_\_\_ PURCHASE PRICE OF UNIT:\$ \_

AMOUNT OF MORTGAGE IF ANY: \$ \_\_\_\_\_ NO. OF YEARS:

TYPE: \_\_\_\_\_ LENDER/MORTGAGEE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TERMS OF MORTGAGE:

In addition to the above, the undersigned unit Owner(s) will provide you with any such other information as you may reasonably request.

Very truly yours,

\_\_\_\_\_  
**1<sup>st</sup> Unit Owner's signature**

\_\_\_\_\_  
**2<sup>nd</sup> Unit Owner's signature**

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My, (Our) future residence address where I (we) can be reached is:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Tel. #:



**PURCHASE APPLICATION**  
**(Application Must Be Completed in its Entirety)**

Date: \_\_\_\_\_

Broker's Name: (1) \_\_\_\_\_ Tele: \_\_\_\_\_ (Seller)

Broker's Name: (1) \_\_\_\_\_ Tele: \_\_\_\_\_ (Purchaser)

Broker's Co. & Address: (1) \_\_\_\_\_

(2) \_\_\_\_\_

Property Address: \_\_\_\_\_ Apt. / Unit No.: \_\_\_\_\_

Purchase Price: \$ \_\_\_\_\_ Estimated  
Date of Closing: \_\_\_\_\_

Seller's Name: \_\_\_\_\_ Tele #: \_\_\_\_\_

\_\_\_\_\_

Seller's Current Address: \_\_\_\_\_

\_\_\_\_\_

Seller's Forwarding Address: \_\_\_\_\_

\_\_\_\_\_

Attorney for Seller: \_\_\_\_\_ Tele #: \_\_\_\_\_

Address: \_\_\_\_\_

Attorney for Purchaser: \_\_\_\_\_ Tele #: \_\_\_\_\_

Address: \_\_\_\_\_

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

Social Security #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Present Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Monthly Rent or Mortgage Payment \$: \_\_\_\_\_

Previous Address (if less than 3 years at above): \_\_\_\_\_

\_\_\_\_\_

Name of Employer: \_\_\_\_\_ Tele #: \_\_\_\_\_

Address: \_\_\_\_\_

Nature of Business: \_\_\_\_\_ Position Held: \_\_\_\_\_

Annual Income: \_\_\_\_\_ Length of Employment: \_\_\_\_\_

Business Reference (Dept. Head): \_\_\_\_\_ Phone #: \_\_\_\_\_

Additional Source of Income: \_\_\_\_\_

**Previous Employment If less that 2 years at above:**

Name of Employer: \_\_\_\_\_ Tele #: \_\_\_\_\_

Address: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Nature of Business: \_\_\_\_\_ Position Held: \_\_\_\_\_

Annual Income: \_\_\_\_\_ Length of Employment: \_\_\_\_\_

**Co-Applicant:** \_\_\_\_\_

Social Security #: \_\_\_\_\_

Present Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Monthly Rent or Mortgage Payment \$: \_\_\_\_\_

Previous Address (if less than 3 years at above): \_\_\_\_\_

\_\_\_\_\_

Name of Employer: \_\_\_\_\_ Tele #: \_\_\_\_\_

Address: \_\_\_\_\_

Nature of Business: \_\_\_\_\_ Position Held: \_\_\_\_\_

Annual Income: \_\_\_\_\_ Length of Employment: \_\_\_\_\_

Business Reference (Dept. Head): \_\_\_\_\_ Phone #: \_\_\_\_\_

Additional Source of Income: \_\_\_\_\_

**Previous Employment If less that 2 years at above:**

Name of Employer: \_\_\_\_\_ Tele #: \_\_\_\_\_

Address: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Nature of Business: \_\_\_\_\_ Position Held: \_\_\_\_\_

Annual Income: \_\_\_\_\_ Length of Employment: \_\_\_\_\_

**REFERENCES:**

Present Landlord: \_\_\_\_\_

Address: \_\_\_\_\_ Tele #: \_\_\_\_\_

\_\_\_\_\_  
Previous Landlord: \_\_\_\_\_

Address: \_\_\_\_\_ Tele #: \_\_\_\_\_  
\_\_\_\_\_

**FINANCIAL:**

Bank (1): \_\_\_\_\_ Branch: \_\_\_\_\_ Account #: \_\_\_\_\_

Bank (2): \_\_\_\_\_ Branch: \_\_\_\_\_ Account #: \_\_\_\_\_

Accountant: \_\_\_\_\_

Address: \_\_\_\_\_ Tele #: \_\_\_\_\_

**Credit Cards (If Any):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**In Case of Emergency, List two (2) Friends or Relatives:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Tele #: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Tele #: \_\_\_\_\_

Occupants: \_\_\_\_\_ Adults: \_\_\_\_\_ Children: \_\_\_\_\_ Pets: \_\_\_\_\_

In order for you to comply with the provisions of Section 606 of the Fair Credit Reporting Act, I authorize you to retain a Credit Reporting Agency, which agency may obtain and furnish information on my character, general reputation, personal characteristics and mode of living.

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

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_



**Applicant:** \_\_\_\_\_ **S.S.#** \_\_\_\_\_ **DOB:** \_\_\_\_\_

**Co-Applicant:** \_\_\_\_\_ **S.S.#** \_\_\_\_\_ **DOB:** \_\_\_\_\_

In connection with my application to rent or purchase an apartment, I/we authorize Penmark Management, LLC, on behalf of the building owner, to engage a consumer reporting agency to conduct a background search. I/We warrant that all information I/we have provided is true. I/We authorize verification of all information in the application, agree to provide any additional information requested by the building owner or its agents, and understand that false or incomplete information may be grounds for rejection.

I/We understand that the results of such investigation and its conclusions may be used by the building owner and its agents to review my/our application.

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**NOTICE UNDER NYCACS 20-808**

The application information 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:

First Advantage SafeRent, Inc.  
7300 Westmore Road, Suite 3  
Rockville, Maryland 20850  
888-333-2413

Pursuant to federal, state and local law:

1. If the Landlord takes adverse action against you on the basis of information contained in a tenant screening report, Landlord must notify you that such action was taken and supply you with the name and address of the consumer reporting agency that provided the tenant screening report on the basis of which such action was taken;
2. If any adverse action is taken against you based on information contained in a tenant screening report, you have the right to inspect and receive a free copy of that report by contacting the consumer reporting agency;
3. Every tenant or prospective tenant is entitled to one free screening report from each national consumer reporting agency annually, in addition to a credit report that should be obtained from [www.annualcreditreport.com](http://www.annualcreditreport.com); and
4. Every tenant or prospective tenant may dispute inaccurate or incorrect information contained in a tenant screening report directly with the consumer reporting agency.

**AGREED AND UNDERSTOOD:**

Applicant: \_\_\_\_\_ Dated: \_\_\_\_\_

Co-Applicant: \_\_\_\_\_ Dated: \_\_\_\_\_

# Financial Statement

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

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

Applicant's Address, City, State, Zip Code: \_\_\_\_\_

Date (Month, XX, 2012): \_\_\_\_\_

The following is submitted as being a true and accurate statement of the financial condition of the undersigned as of:

**Assets**

Type of asset	Applicant	Co-Applicant
Cash in banks:	\$ _____	\$ _____
CDs, Money market:	\$ _____	\$ _____
Investment accounts:	\$ _____	\$ _____
Retirement accounts:	\$ _____	\$ _____
Investment in own business:	\$ _____	\$ _____
Accounts, notes receivable:	\$ _____	\$ _____
Real estate owned:	\$ _____	\$ _____
Automobile(s), total value:	\$ _____	\$ _____
Other assets:	\$ _____	\$ _____
<b>TOTAL ASSETS:</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>COMBINED ASSETS:</b>	<b>\$ _____</b>	

**Liabilities**

Type of liability	Applicant	Co-Applicant
Notes payable to banks:	\$ _____	\$ _____
Notes payable to others:	\$ _____	\$ _____
Installments payable:	\$ _____	\$ _____
Auto loans payable:	\$ _____	\$ _____
Mortgages payable:	\$ _____	\$ _____
Unpaid real estate taxes:	\$ _____	\$ _____
Unpaid income taxes:	\$ _____	\$ _____
Credit card debt:	\$ _____	\$ _____
Other debt (itemize):	\$ _____	\$ _____
<b>TOTAL LIABILITIES:</b>	<b>\$ _____</b>	<b>\$ _____</b>
<b>COMBINED LIABILITIES:</b>	<b>\$ _____</b>	

**Source of Income**

Type of income	Applicant	Co-Applicant
Base Salary:	\$ _____	\$ _____
Overtime Wages:	\$ _____	\$ _____
Bonus and commissions:	\$ _____	\$ _____
Dividends, interest income:	\$ _____	\$ _____
Real estate income:	\$ _____	\$ _____
Other income (itemize):	\$ _____	\$ _____
<b>TOTAL INCOME</b>	<b>\$ _____</b>	<b>\$ _____</b>

**Contingent Liabilities**

Type of liability	Applicant	Co-Applicant
Loan endorser, co-maker:	\$ _____	\$ _____
Alimony payments (annual):	\$ _____	\$ _____
Child support:	\$ _____	\$ _____
Auto loans payable:	\$ _____	\$ _____
Defendant in legal action?	Yes / No	Yes /No
Any unsatisfied judgments?	\$ _____	\$ _____
Ever filed bankruptcy?	Yes / No	Yes / No

Explanation: \_\_\_\_\_  
 \_\_\_\_\_

**General Information**

Applicant	Co-Applicant
Personal bank account at: _____	_____
Savings & loans account at: _____	_____
Purpose of loans: _____	_____

**Projected Expenses / Monthly**

Maintenance/common charges	\$ _____
Apartment financing:	\$ _____
Other mortgages:	\$ _____
Bank loans:	\$ _____
Auto loans:	\$ _____
<b>TOTAL:</b>	<b>\$ _____</b>

**SCHEDULE OF BONDS AND STOCKS**

<b>Amount of Share:</b>	<b>Description (Extended Valuation Column):</b>	<b>Market Value:</b>	<b>Non-Market Value:</b>

**SCHEDULE OF REAL ESTATE**

<b>Description And Location:</b>	<b>Cost:</b>	<b>Actual Value:</b>	<b>Mortgage Amount:</b>	<b>Maturity Date: (m/d/YR)</b>
	\$	\$	\$	
	\$	\$	\$	
	\$	\$	\$	
	\$	\$	\$	
	\$	\$	\$	
	\$	\$	\$	

**SCHEDULE OF NOTES PAYABLE**

Specify any assets pledged as collateral, including the liabilities they secure:

<b>To Whom Payable:</b>	<b>Date: (M/D/YR)</b>	<b>Amount:</b>	<b>Due: (M/D/YR)</b>	<b>Interest:</b>	<b>Pledged As Security</b>

The foregoing application (page 1 through 5) has been carefully prepared and the undersigned hereby solemnly declare(s) and certify(s) that all the information contained herein is true and correct.

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Signature



OCCUPANCY RIDER

BUILDING: \_\_\_\_\_ UNIT: \_\_\_\_\_

OWNER(S) \_\_\_\_\_

DATE OF OWNERSHIP:  
\_\_\_\_\_

1. It is understood that the above mentioned apartment is to be used for residential purposes only by \_\_\_\_\_  
It is further understood and agreed that in the event this apartment is occupied by persons other than those named above, the Board of Managers must be notified prior to occupancy.

2. Rules and Regulations - Purchaser acknowledges that he/she has been provided with a copy of the Condominium's current Rules and Regulations, and expressly agrees to abide by such Rules and Regulations and any amendments thereto.

Halstead Management, LLC.  
As agent for Avery Condominium

By: \_\_\_\_\_

\_\_\_\_\_  
Purchaser's Signature

\_\_\_\_\_  
Purchaser's Signature



## 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:**

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**Address:**

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**Business Telephone Number:**

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**Home Telephone Number:**

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## **EMERGENCY CONTACT/SALES INFORMATION FORM**

**Occasionally, a maintenance problem or emergency will occur when it is imperative to contact the residents. Repair work can be hampered when residents are not at home and cannot be contacted. Extensive damage can be prevented if we can contact the occupants. IN ADDITION, IF YOUR APARTMENT IS LEASED WE MUST HAVE CURRENT LEASE EXPIRATION DATE. THE AMOUNT OF THE MONTHLY RENT AND A COPY OF THE CURRENT LEASE.**

**Please fill in the information below. We regret that move-ins will not be permitted unless this form is completed in its entirety. Thank you for your assistance.**

**BUILDING ADDRESS \_\_\_\_\_ Apt. No. \_\_\_\_\_**

**Owners (S) \_\_\_\_\_ SS# \_\_\_\_\_**

**OWNER'S MAILING ADDRESS \_\_\_\_\_**

**E-MAIL ADDRESS \_\_\_\_\_**

**OWNER'S TELEPHONE # \_\_\_\_\_**

**NAMES OR PERSON (S) OCCUPYING APARTMENT \_\_\_\_\_**

**TELEPHONE (HOME) \_\_\_\_\_ (WORK) \_\_\_\_\_**

**BUSINESS NAME AND ADDRESS \_\_\_\_\_**

**IN CASE OF EMERGENCY IN APARTEMENT PLEASE CONTACT \_\_\_\_\_**

**\_\_\_\_\_ TELEPHONE \_\_\_\_\_**

**Please add any additional information on the back of this form you feel will assist us in notifying you in the event of an emergency.**



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

### **Lead Warning Statement**

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

### **Seller's Disclosure**

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

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

\_\_\_\_\_

(ii) \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

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

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

\_\_\_\_\_

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

### **Purchaser's Acknowledgment (initial)**

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

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

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

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

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

### **Agent's Acknowledgment (initial)**

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

### **Certification of Accuracy**

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

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

APPENDIX A

LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR PREVENTION OF LEAD  
BASED PAINT HAZARDS—INQUIRY REGARDING CHILD

You are required by law to inform the owner if a child under six years of age resides or will reside in the dwelling unit (apartment) for which you are signing this lease/commencing occupancy. If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. **IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD.**

If a child under six years of age does not reside in the unit now, but does come to live in it at any time during the year, you must inform the owner in writing immediately. If a child under six years of age resides in the unit, you should also inform the owner immediately at the address below if you notice any peeling paint or deteriorated subsurfaces in the unit during the year.

Please complete this form and return one copy to the owner or his or her agent or representative when you sign the lease/commence occupancy of the unit. Keep one copy of this form for your records. You should also receive a copy of a pamphlet developed by the New York City Department of Health explaining about lead based paint hazards when you sign your lease/commence occupancy.

CHECK ONE:

- A child under six years of age resides in the unit  
 A child under six years of age does not reside in the unit.

\_\_\_\_\_ (Occupant signature)

Print occupant's name, address and apartment number: \_\_\_\_\_  
\_\_\_\_\_

Certification by owner: I certify that I have complied with the provisions of §27-2056.6 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder relating to duties to be performed in vacant units, and that I have provided a copy of the New York City Department of Health pamphlet concerning lead based paint hazards to the occupant.

\_\_\_\_\_ (Owner signature)

RETURN THIS FORM TO: \_\_\_\_\_

\_\_\_\_\_  
OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS  
OWNER COPY/OCCUPANT COPY

## SCHEDULE A

### RULES AND REGULATIONS OF THE RESIDENTIAL SECTION

1. The entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Residential Section shall not be obstructed or used for any other purpose than ingress to and egress from the Residential Units.

2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or fire Residential landings of the Residential Section, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows or roofs or placed upon the windowsills of the Residential Section.

3. Neither occupants nor their guests shall play in the entrances, passages, public halls, elevators, vestibules, corridors, stairways or fire towers of the Residential Section.

4. No public hall or public elevator vestibule of the Residential Section shall be decorated or furnished by any Residential Unit Owner in any manner.

5. Each Residential Unit Owner shall keep such Unit Owner's Unit and any Limited Common Elements appurtenant thereto (including the surface of any Terrace appurtenant to a Residential Unit) in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance. The type, size and quantity of plantings and other installations to be placed on Terraces and the rights of Unit Owners to paint and decorate Terraces shall be subject to the prior written approval of the Residential Board. Any determination as to what constitutes a good state of preservation and cleanliness for any Unit Owner's Terrace shall be within the sole but reasonable discretion of the Residential Board.

6. No window guards or window decorations shall be used in or about any Residential Unit, unless otherwise required by Law, except such as shall have been approved in writing by the Residential Board or the managing agent of the Residential Section, which approval shall not be unreasonably withheld or delayed.

7. No radio, television aerial, satellite, disk or similar devices shall be attached to or hung from the exterior of the Residential Section and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any door or window or other part of the Residential Section except such as are permitted pursuant to the Declaration or the By-Laws or shall have been approved in writing by the Residential Board or the managing agent of the Residential Section, nor shall anything be projected from any door or window of the Residential Section without similar approval, except as may otherwise be provided by Law.

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

9. All radio, television or other electrical equipment of any kind or nature installed or used in each Residential 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 Residential Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Residential Unit Owner's Unit.

10. No velocipedes, bicycles, scooters or similar vehicles shall be allowed in any of the elevators other than the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the passages, public halls, vestibules, corridors or other public areas of the Residential Section.

11. No Residential Unit Owner shall make or permit any disturbing noises or activity in the Residential Section, or do or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other Unit Owners or the tenants or occupants of the Commercial Section. No Residential Unit Owner shall play or suffer to be played any musical instrument, or practice or suffer to be practiced vocal music, or operate or permit to be operated a phonograph, radio, television computer, stereo or other loud speaker in such Unit Owner's Unit between 11:00 P.M. and the following 7:00 A.M., if the same shall disturb or annoy other occupants of the Building, unless the same shall have the prior written consent of the Residential Board. No construction or repair work or other installation involving noise shall be conducted in any Residential 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 or unless such work is performed by Declarant.

12. No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition), shall be permitted, kept or harbored in a Residential Unit without the same in each instance having been expressly permitted in writing by the Residential Board or the managing agent of the Residential Section and such consent, if given, shall be revocable by the Residential Board or such managing agent in their sole discretion, at any time. In no event shall any Unit Owner maintain more than two (2) pets in a Unit without the consent of the Residential Board nor shall any bird, reptile, or animal be permitted in any public elevator in the Residential Section, other than the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, or in any of the public portions of the Residential Section, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the windowsills or other public portions of the Residential Section or on the sidewalk or street adjacent to the Building. Each Residential Unit Owner who keeps any type of pet in such Unit Owner's Residential Unit may be required to enter into an agreement with the Residential Board setting forth such other rules regarding pets as the Residential Board shall deem suitable and indemnifying and holding harmless the Condominium, all Unit Owners and the managing agent from all claims and expenses resulting from acts of such pet.

13. Servants, messengers and tradespeople visiting or residing in the Residential Section may be required to use the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, for ingress and egress, and shall not use any of the other elevators for any purpose, except that nurses in the employ of Residential

Unit Owners or their guests or tenants may use any of the other elevators when accompanying said Unit Owners, guests or tenants. However, a guest or visitor of a Residential Unit Owner may use any of the elevators freely, if authorized by such Unit.

14. All service and delivery persons may be required to use the service entrance unless otherwise directed. All packages, whenever feasible, will be required to be delivered by outside personnel to the package room in the lobby where such packages will be held for pick-up by Residential Unit Owners. Deliveries, if made, will be made from the package room to individual Residential Units only by building personnel or as otherwise directed by building personnel. Such deliveries will be made only at such times as a Unit is occupied by the resident thereof or an authorized person and said resident or authorized person is willing to accept delivery. If the Residential Unit is not so occupied or delivery is declined, the package will be held in the package room until the resident or authorized person returns or requests delivery. In the case of packages containing perishable food items, service or delivery persons who are registered with building personnel will be permitted to make deliveries directly to individual Residential Units after such service or delivery persons have received approval for such delivery from the Residential Unit Owner.

15. Trunks and heavy baggage shall be taken in or out of the Residential Section by the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, and through a designated entrance only.

16. No refuse from the Residential Units shall be sent to the below grade levels of the Building except at such times and in such manner as the Residential Board or the managing agent of the Residential Section may direct.

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

18. No occupant of the Residential Section shall send any employee of the Residential Section or of the managing agent thereof out of the Building on any private business.

19. The agents of the Residential Board or the managing agent, and any contractor or worker authorized by the Residential Board or the managing agent of the Residential Section, may enter any room or Residential Unit at any reasonable hour of the day, on at least one day's prior written notice to the Residential Unit Owner, for the purpose of inspecting such Residential 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 manner so as not to unreasonably interfere with the use of such Residential Unit for its permitted purposes.

20. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

21. The Residential Board or the Condominium Board or the managing agent of the Residential Section or the Condominium may retain a passkey to each Residential Unit. If any lock is altered or a new lock is installed, the Residential Board or the managing agent of the Residential Section 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 such Unit Owner's 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 such Board or such managing agent, then the Residential Board or such managing agent or their agents (but, except in an Emergency, only when specifically authorized by an officer of such Board or an officer of the managing agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry reasonable care under the circumstances is given to such Unit Owner's property).

22. No vehicle belonging to a Residential Unit Owner or to a member of the family or guest, tenant or employee of a Residential Unit Owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the Building.

23. Complaints regarding the services of the Residential Section shall be made in writing to the Residential Board or to the managing agent of the Residential Section.

24. Any consent or approval given under these Residential Rules and Regulations may be granted, refused, added to, amended or repealed, in the sole discretion of the Residential Board, at any time by resolution of the Residential Board. Further, any such consent or approval may, in the discretion of the Residential Board, be conditional.

25. Residential Unit Owners will faithfully observe the following procedures with respect to the use of the compactor: (a) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) crush into tight bundles all loose papers before placing the same in the hopper door; (e) deposit all bundles of waste into the hopper; (f) refrain from depositing waste of an explosive nature therein; (g) observe all Laws regarding the recycling of refuse then imposed by governmental agencies having jurisdiction thereover and (h) observe any additional recycling rules established by the Condominium Board or the Residential Board.

26. Except as permitted under the Declaration and By-Laws, Residential Unit Owners, their families, guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.

27. Residential Unit Owners, their guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units or any public portions of the Building.

28. No Residential Unit Owner or any of such Unit Owner's agents, servants, employees, licensees, tenants, sublessees or visitors shall at any time bring into or keep in such

Unit Owner's 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.

29. If any key or keys are entrusted by a Residential Unit Owner or by any member of such Unit Owner's family or by such Unit Owner's agent, servant, employee, tenant, sublessee, licensee or visitor to an employee of the Residential Board or the managing agent of the Residential Section, 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 Residential Board nor the managing agent of the Residential Section shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

30. Nothing shall be done or kept in any Residential Unit or in the General or Limited Common Elements, which will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Condominium Board. No Residential Unit Owner shall permit anything to be done or kept in such Unit Owner's Unit or in the General or Limited Common Elements which will result in the cancellation of insurance on the Building or which would be in violation of any Law. No waste shall be committed in the General or Limited Common Elements.

31. The Boards shall have the right from time to time to relocate any portion of the Common Elements devoted to storage or service purposes.

32. No group tour or exhibition of any Residential Unit or its contents shall be conducted, nor shall any auction sale be held in any Residential Unit, without the prior consent of the Residential Board or the managing agent of the Residential Section.

33. In the event that any Residential Unit is used for home occupation purposes which are permitted by Law and the By-Laws, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.

34. Unless expressly authorized by the Residential Board in each case, at least 80% of the floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting or equally effective noise-reducing material.

35. There will be no barbecuing in the Residential Units in their Limited Common Elements (including Terraces), or the General Common Elements, except for those areas (if any) specifically designated for barbecuing by the Residential Board.

36. The Residential Board reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation at any time prescribed for the Residential Section when, in the reasonable judgment of the Residential Board, the Residential Board deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Residential Section, or the preservation of good order therein, or the operation or Maintenance of the Residential Section, or the equipment thereof, or the comfort of Unit Owners, occupants or others in the Residential Section. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Residential Unit Owner or other occupant

shall operate as a rescission, alteration or waiver in respect of any other Residential Unit Owner or other occupant.

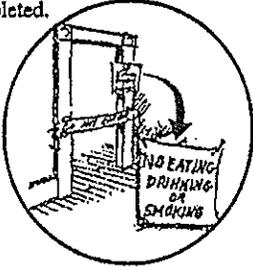
37. No article, including, but not limited to, bicycles and similar vehicles, shall be stored or allowed to stand on Terraces, other than furniture of the kind usually maintained in outdoor areas.

# Exclusive Interim Controls

(Safe Work Practices)

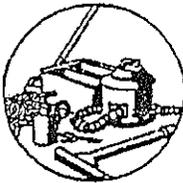
## Before Work Starts

- 1 The work areas must be sealed off to prevent dwelling unit (apartment) occupants from entering the work area, where practicable. This is to be kept in place until the work and final clean up are completed.



- 2 All furniture and other items in the work area must be moved away from where the work is being done or covered with thick plastic or equivalent sheeting.

The floor in and around the work area must be covered with thick plastic or equivalent sheeting. Before removing furniture or other items from the work areas the furniture must be cleaned with a special vacuum called a High Efficiency Particulate Air (HEPA) Filter vacuum.



## Doing The Work

- 3 All plastic or like sheeting, drop cloths and other supplies, equipment and disposable clothing that are used in the work areas shall remain in the work area or be stored in a safe manner to minimize exposure to occupants.

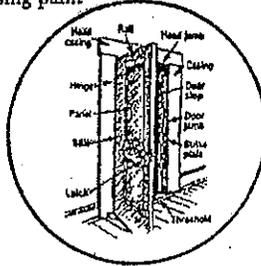


- 4 Peeling paint or painted friction surfaces that bind (doors and windows subject to friction or abrasion) must be wet scraped using a scraper and water mister to reduce dust and other work-related debris. Cracked or peeling subsurfaces (the surfaces that have been painted) must be repaired

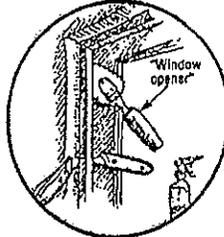
- 5 All surfaces and floors in the work area must be HEPA vacuumed or detergent washed, prior to repainting, to remove any dust that may have collected when the work was done. All debris should be disposed of in a safe manner.

- 6 All paints, thinners, solvents, chemical strippers or other such flammable materials must be kept in the work area and stored in their original containers.

- 7 All doors, including cabinet doors, must be adjusted to ensure that they are properly hung, so that painted surfaces do not rub against each other, causing paint to chip.



- 8 All windows must be adjusted to ensure that they are properly hung, so that painted surfaces do not rub against each other, causing paint to chip.



## Daily Clean Up

- 9 The work area must be thoroughly HEPA vacuumed or detergent washed at the end of each day. A visual examination must be done at the end of each workday to ensure that no peeling paint, paint chips, dust or other work-related debris have been released.

## Final Clean Up

- 10 Your landlord is responsible for:
- Supervising the work area to minimize the spread of peeling paint, paint chips and dust or other work debris from the work area; and
  - Advising you not to enter the work

- 11 When the work is finished, all plastic or like sheeting, drop cloths or other materials are to be removed in a safe manner. All surfaces exposed to peeling paint, paint chips, dust or other work related debris during the course of work shall be HEPA vacuumed or detergent washed starting with ceilings, then down the walls and across the floors.

## Dust Wipe Sampling

*Dust Wipe Sampling is only required when the work has been ordered by HPD.*

- 12 When lead-based paint hazards have been corrected on any interior wood trim, door or window, the landlord is required to take a surface dust wipe sample on the floor in and around (immediately adjacent to) the work area.

- 13 When lead-based paint hazards have been corrected on any interior wood trim or door near or immediately adjacent to a window, a surface dust wipe sample shall be conducted on the windowsill and window well in and around (immediately adjacent to) the work area.

*Landlords may decide to follow the Health Code procedures specified in Section 173.14 instead of Exclusive Interim Controls*

- 14 Your landlord may elect to correct a lead based paint violation by following the lead safe abatement procedures that are found in the NYC Health Code Section 173.14, instead of using the Exclusive Interim Controls.

- 15 When an owner receives an HPD violation and does not comply with the orders in a timely manner,\* the owner will be required to follow additional lead safe abatement procedures found in NYC Health Code Section 173.14.



*What should you, the tenant do to make sure that your child is protected from lead-based paint hazard?*



- It is important that you notify your landlord if a child under six years of age resides in or moves into the apartment.
- When you get the annual notice asking if there is a child under six years of age residing in your home, you should complete and return it to your landlord.
- Let your landlord into your apartment to inspect and repair lead-based paint hazards.
- Notify your landlord as soon as you see peeling paint, even if this happens after you have returned the annual notice, or your apartment was inspected, or the hazard was repaired previously by the landlord.
- If the person repairing a lead-based paint hazard is not following the safe work practices described in the Exclusive Interim Controls, call the New York City Department of Health Lead Poisoning Prevention Program, Lead Safe Abatement Unit at:  
(212) 676-6355

*How is the landlord expected to repair a lead-based paint hazard?*  
If your landlord receives a lead-based paint hazard violation from HPD, or discovers lead-based paint hazards during an inspection, or if you tell your landlord about a lead-based paint hazard, your landlord must safely repair it using "Exclusive Interim Controls." The "Exclusive Interim Controls" are safe work practices described on the inside of this brochure.

## Where to Get Help

*Who can I call to report peeling paint violations?  
Call the NYC Dept. of Housing Preservation & Development*  
(212) 960-4800

*Who can I call to get my water tested for lead?  
Call the NYC Dept. of Environmental Protection*  
(718) DEP-HELP  
(718) 337-4357

*Who can I call if the person repairing lead paint hazards is making a mess or to report unsafe work practices (failure to use Exclusive Interim Controls) when lead-based paint hazards are being repaired?  
An inspector will be sent to your home. The landlord or contractor may be issued a fine or an order to correct the violations if the inspector finds violations. Your landlord cannot evict you for filing a peeling paint complaint or reporting unsafe work practices.*

*Call the NYC Dept. of Health Lead Poisoning Prevention Program, Lead Abatement Safety Unit*  
(212) 676-6355

*Who can I call:*

- If I have questions or concerns about the contents of this brochure; or
- If I want additional information on the lead safe abatement procedures in Section 173.14 of the Health Code; or
- For information on how and where to get my child screened, tested, diagnosed or treated, if necessary, for lead; or
- For information about lead poisoning

*Call the NYC Dept. of Health Lead Poisoning Prevention Program Hotline*  
(212) BAN-LEAD  
(212) 2 2 6-5 3 2 3  
or TDD (212) 442-1820

We're here to help you with any question you may have about lead poisoning, lead-based paint hazards, and safe work practices (Exclusive Interim Controls) that must be used when repairing lead-based paint hazards. Call Us!

# A

Guide to  
New York City  
Local Law 38 of 1999

*Keeping Your Home  
Safe from Lead-Based  
Paint Hazards*

*This guide outlines important changes to a New York City law to protect children under six years of age from becoming lead poisoned as a result of exposure to lead-based paint hazards in their homes. It includes a summary of your rights and obligations as a tenant and your landlord's duties under the law.*



**THE CITY OF NEW YORK**

DEPARTMENT OF HEALTH

Rudolph W. Giuliani  
Mayor

Heidi Gottesman  
Commissioner

Web Site: [www.nyc.gov/health](http://www.nyc.gov/health)

### *What is lead?*

Lead is a poisonous metal. It is found in many places, especially in paint in homes built before 1960. It can also be in dust, water and soil.

### *Can lead affect your child's health?*

Yes. Lead is a poison. Too much lead in the body can cause a serious health risk to children. Lead poisoning can impair children's health, learning and behavior.

Most children who have elevated blood lead levels do not have symptoms. You must have your child tested to learn if your child is at risk for health problems related to lead poisoning.

### *How can children get lead poisoning?*

Most commonly, lead-based paint is the cause of lead poisoning. It may be found in older homes in NYC (especially those built before 1960). When this paint peels, or when it rubs against another surface, it can break into paint chips or crumble into dust. Young children can swallow lead dust and paint chips when they put their fingers, toys, or pacifiers in their mouths. This normal hand to mouth behavior in children under six makes them more likely to get lead poisoned.

Less commonly, lead that can cause lead poisoning also may be found in water, dirt (soil), traditional medicines, cosmetics, cans, pottery and as a by-product of some adult occupations and hobbies.



### *Should your child be tested for lead poisoning?*

Yes. Your child's doctor must, by law, test your child at one and two years of age. Your child also should be tested at any other time between six months and six years of age when your doctor has determined that your child is at risk for lead poisoning. You should inform your doctor if you reside in a home with peeling paint that may contain lead or think that your child may have been exposed to some other lead hazard.

### *What does the law require your landlord to do to prevent lead poisoning?*

If your building has three or more apartments and was built before 1960, your landlord must:

- Ask you if a child under six years of age resides in your home when you first sign or renew a lease or move into the apartment. The landlord will keep this on record.
- Send you a notice once a year (like the one you receive for window guards) asking you if a child under six years of age resides in the home.
- Visually inspect your apartment once a year if a child under six years of age resides in your home.

- Correct any peeling lead-based paint or lead-based paint on a deteriorating substrate, following the safe work practices described in this brochure (in the Exclusive Interim Controls section) if a child under six years of age resides in your home.

- Adjust any painted doors or windows so that they do not stick and cause paint to peel or chip when opened or closed. The safe work practices (Exclusive Interim Controls) described in this brochure must be followed if a child under six years of age resides in your home.
- Correct any lead-based paint violations issued by the Department of Housing Preservation and Development (HPD) using safe work practices (described in the Exclusive Interim Controls section of this brochure).

### *What is a lead-based paint hazard?*

If you reside in a multiple dwelling (three or more apartments) built before 1960, in which a child under six years of age resides, a lead-based paint hazard under City law is:

- Peeling (chipped, cracking or deteriorated) paint
- Paint on a subsurface (for example, plaster wall or window) that is deteriorating (in poor condition)

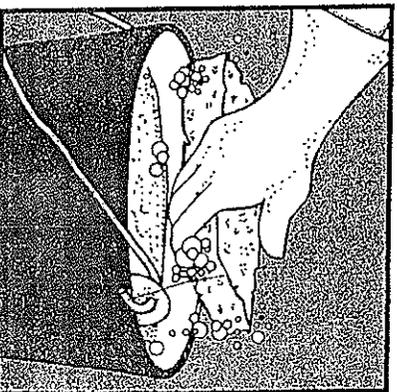
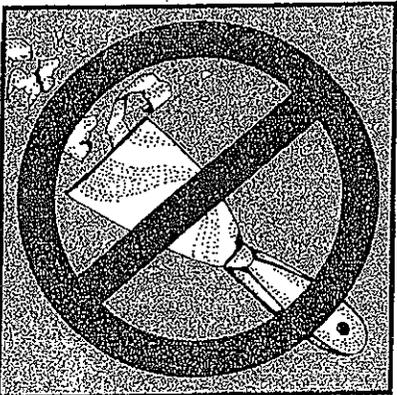
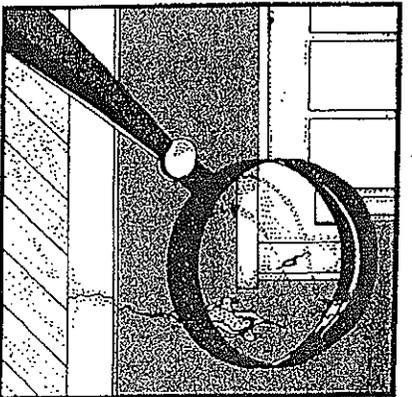
### *Does your landlord have to do anything special to correct lead-based paint hazards in a vacant apartment?*

Whenever any apartment in a multiple dwelling (three or more apartments) built before 1960 becomes vacant, the landlord must repair all peeling paint and any conditions that might be causing the paint to peel.

# Simple Steps To Protect Your Family From Lead Hazards

## If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



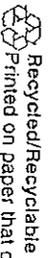
# Protect Your Family From Lead In Your Home



United States  
Environmental Protection  
Agency



United States Consumer  
Product Safety Commission



Recycled/Recyclable  
Printed on paper that contains at least 20 percent postconsumer fiber.

U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207

EPA747-K-94-001  
May 1995

## State Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency (listed below) to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards.

State/Region	Phone Number	Missouri	(314) 526-4911
Alabama	(205) 242-5661	Montana	(406) 444-3671
Alaska	(907) 465-5152	Nebraska	(402) 471-2451
Arkansas	(501) 661-2534	Nevada	(702) 687-6615
Arizona	(602) 542-7307	New Hampshire	(603) 271-4507
California	(510) 450-2424	New Jersey	(609) 633-2043
Colorado	(303) 692-3012	New Mexico	(505) 841-8024
Connecticut	(203) 566-5808	New York	(800) 458-1158
Washington, DC	(202) 727-9850	North Carolina	(919) 715-3293
Delaware	(302) 739-4735	North Dakota	(701) 328-5188
Florida	(904) 488-3385	Ohio	(614) 466-1450
Georgia	(404) 657-6514	Oklahoma	(405) 271-5220
Hawaii	(808) 832-5860	Oregon	(503) 248-5240
Idaho	(208) 332-5544	Pennsylvania	(717) 782-2884
Illinois	(800) 545-2200	Rhode Island	(401) 277-3424
Indiana	(317) 382-6662	South Carolina	(803) 935-7945
Iowa	(800) 972-2026	South Dakota	(605) 773-3153
Kansas	(913) 296-0189	Tennessee	(615) 741-5683
Kentucky	(502) 564-2154	Texas	(512) 834-6600
Louisiana	(504) 765-0219	Utah	(801) 536-4000
Massachusetts	(800) 532-9571	Vermont	(802) 863-7231
Maryland	(410) 631-3859	Virginia	(800) 523-4019
Maine	(207) 287-4311	Washington	(206) 753-2556
Michigan	(517) 335-8885	West Virginia	(304) 558-2981
Minnesota	(612) 627-5498	Wisconsin	(608) 266-5885
Mississippi	(601) 960-7463	Wyoming	(307) 777-7391

## IMPORTANT!

### Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

**FACT:** Lead exposure can harm young children and babies even before they are born.

**FACT:** Even children that seem healthy can have high levels of lead in their bodies.

**FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips with lead in them.

**FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

**FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

## Lead Gets in the Body in Many Ways

**1 out of every 11 children in the United States has dangerous levels of lead in the bloodstream.**

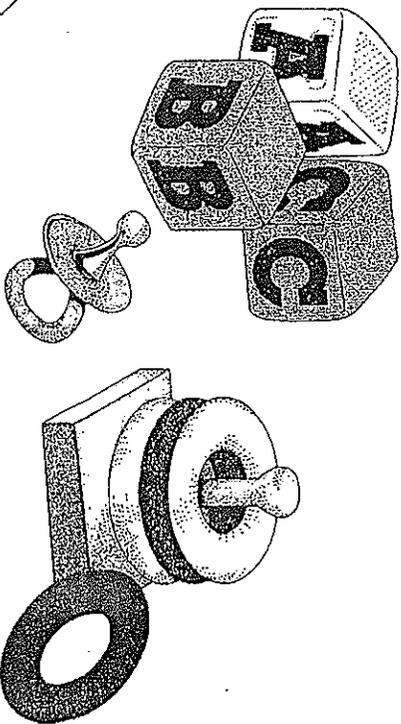
**Even children who appear healthy can have dangerous levels of lead.**

People can get lead in their body if they:

- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contain lead.
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).

Lead is even more dangerous to children than adults because:

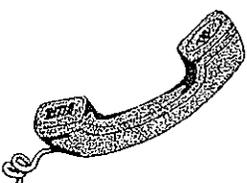
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.
- ◆ Children's growing bodies absorb more lead.
- ◆ Children's brains and nervous systems are more sensitive to the damaging effects of lead.



## For More Information

### The National Lead Information Center

Call **1-800-LEAD-FY1** to learn how to protect children from lead poisoning. For other information on lead hazards, call the center's clearinghouse at **1-800-424-LEAD**. For the hearing impaired, call, **TDD 1-800-526-5456**. (FAX: 202-659-1192, Internet: [EHC@CAIS.COM](mailto:EHC@CAIS.COM)).

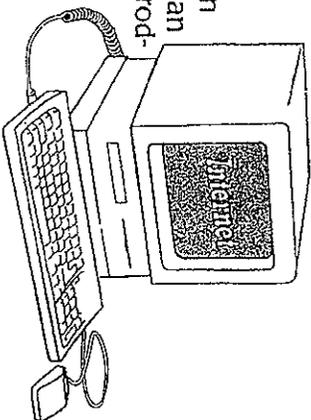


### EPAs Safe Drinking Water Hotline

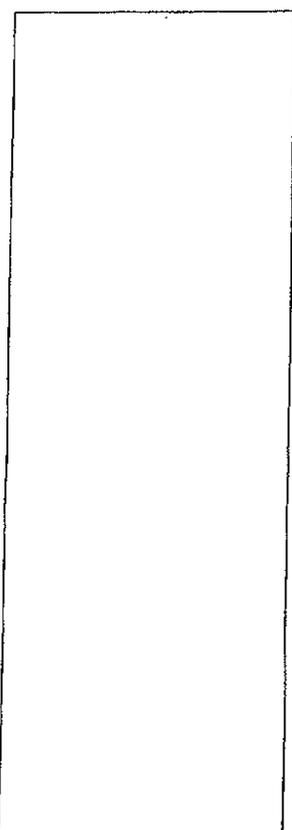
Call **1-800-426-4791** for information about lead in drinking water.

### Consumer Product Safety Commission Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**. (Internet: [info@cpsc.gov](mailto:info@cpsc.gov)). For the hearing impaired, call **1-800-638-8270**.



### Local Sources of Information





**a v e r y**

**RIVERSIDE & 65TH**

Each bicycle will be assigned a specific number that will correspond with the number on the space/hook, and we will register all bicycles so that there will no dispute where your bicycle(s) is/are stored. In order to allocate sufficient bicycle storage spaces for all residents, we request that you visit the bicycle storage room, locate your bicycle(s) and provide us with the following information:

NAME: \_\_\_\_\_ UNIT NO. \_\_\_\_\_

TOTAL NUMBER OF SPACES/HOOKS REQUESTED: \_\_\_\_\_

1. SPACE/HOOK NO. \_\_\_\_\_  
BYCYCLE MODEL/COLOR \_\_\_\_\_

2. SPACE/HOOK NO. \_\_\_\_\_  
BYCYCLE MODEL/COLOR \_\_\_\_\_

3. SPACE/HOOK NO. \_\_\_\_\_  
BYCYCLE MODEL/COLOR \_\_\_\_\_

4. SPACE/HOOK NO. \_\_\_\_\_  
BYCYCLE MODEL/COLOR \_\_\_\_\_

Please submit your response to [dbaba@halstead.com](mailto:dbaba@halstead.com) or fax it to Halstead at 646-472-7607.

Bicycles that have not been registered with Management will be removed, as well as any and all items that do not belong in the *bicycle* storage room, e.g., strollers, carriages, bicycle attachments, scooters, tricycles, toys, etc. Such items should be stored in your apartment, or you may contact the Sponsor to purchase a storage bin.

**PLEASE NOTE THAT THE AVERY IS NOT RESPONSIBLE FOR ANY DAMAGED, LOST OR STOLEN BICYLCES.**

## **SCHEDULE A**

### **RULES AND REGULATIONS OF THE RESIDENTIAL SECTION**

1. The entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Residential Section shall not be obstructed or used for any other purpose than ingress to and egress from the Residential Units.
2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or fire tower landings of the Residential Section, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows or roofs or placed upon the window sills of the Residential Section.
3. Neither occupants nor their guests shall play in the entrances, passages, public halls, elevators, vestibules, corridors, stairways or fire towers of the Residential Section.
4. No public hall or public elevator vestibule of the Residential Section shall be decorated or furnished by any Residential Unit Owner in any manner.
5. Each Residential Unit Owner shall keep such Unit Owner's Unit and any Limited Common Elements appurtenant thereto (including the surface of any Terrace appurtenant to a Residential Unit) in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance. The type, size and quantity of plantings and other installations to be placed on Terraces and the rights of Unit Owners to paint and decorate Terraces shall be subject to the prior written approval of the Residential Board. Any determination as to what constitutes a good state of preservation and cleanliness for any Unit Owner's Terrace shall be within the sole but reasonable discretion of the Residential Board.
6. No window guards or window decorations shall be used in or about any Residential Unit, unless otherwise required by Law, except such as shall have been approved in writing by the Residential Board or the managing agent of the Residential Section, which approval shall not be unreasonably withheld or delayed.
7. No radio, television aerial, satellite, disk or similar devices shall be attached to or hung from the exterior of the Residential Section and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any door or window or other part of the Residential Section except such as are permitted pursuant to the Declaration or the By-Laws or shall have been approved in writing by the Residential Board or the managing agent of the Residential Section, nor shall anything be projected from any door or window of the Residential Section without similar approval, except as may otherwise be provided by Law.
8. No heat, ventilator or air conditioning device shall be installed in any Residential Unit without the prior written approval of the Residential Board, which approval may be granted or refused in the sole discretion of the Residential Board.

9. All radio, television or other electrical equipment of any kind or nature installed or used in each Residential 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 Residential Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Residential Unit Owner's Unit.

10. No velocipedes, bicycles, scooters or similar vehicles shall be allowed in any of the elevators other than the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the passages, public halls, vestibules, corridors or other public areas of the Residential Section.

11. No Residential Unit Owner shall make or permit any disturbing noises or activity in the Residential Section, or do or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other Unit Owners or the tenants or occupants of the Non-Residential Section. No Residential Unit Owner shall play or suffer to be played any musical instrument, or practice or suffer to be practiced vocal music, or operate or permit to be operated a phonograph, radio, television computer, stereo or other loud speaker in such Unit Owner's Unit between 11:00 P.M. and the following 7:00 A.M., if the same shall disturb or annoy other occupants of the Building, unless the same shall have the prior written consent of the Residential Board. No construction or repair work or other installation involving noise shall be conducted in any Residential 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 or unless such work is performed by Declarant.

12. No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition), shall be permitted, kept or harbored in a Residential Unit without the same in each instance having been expressly permitted in writing by the Residential Board or the managing agent of the Residential Section and such consent, if given, shall be revocable by the Residential Board or such managing agent in their sole discretion, at any time. In no event shall any Unit Owner maintain more than two (2) pets in a Unit without the consent of the Residential Board nor shall any bird, reptile, or animal be permitted in any public elevator in the Residential Section, other than the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, or in any of the public portions of the Residential Section, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills or other public portions of the Residential Section or on the sidewalk or street adjacent to the Building. Each Residential Unit Owner who keeps any type of pet in such Unit Owner's Residential Unit may be required to enter into an agreement with the Residential Board setting forth such other rules regarding pets as the Residential Board shall deem suitable and indemnifying and holding harmless the Condominium, all Unit Owners and the managing agent from all claims and expenses resulting from acts of such pet.

13. Servants, messengers and tradespeople visiting or residing in the Residential Section may be required to use the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, for ingress and egress, and shall not use any of the other elevators for any purpose, except that nurses in the employ of Residential

Unit Owners or their guests or tenants may use any of the other elevators when accompanying said Unit Owners, guests or tenants. However, a guest or visitor of a Residential Unit Owner may use any of the elevators freely, if authorized by such Unit Owner.

14. All service and delivery persons may be required to use the service entrance unless otherwise directed. All packages, whenever feasible, will be required to be delivered by outside personnel to the package room in the lobby where such packages will be held for pick-up by Residential Unit Owners. Deliveries, if made, will be made from the package room to individual Residential Units only by building personnel or as otherwise directed by building personnel. Such deliveries will be made only at such times as a Unit is occupied by the resident thereof or an authorized person and said resident or authorized person is willing to accept delivery. If the Residential Unit is not so occupied or delivery is declined, the package will be held in the package room until the resident or authorized person returns or requests delivery. In the case of packages containing perishable food items, service or delivery persons who are registered with building personnel will be permitted to make deliveries directly to individual Residential Units after such service or delivery persons have received approval for such delivery from the Residential Unit Owner.

15. Trunks and heavy baggage shall be taken in or out of the Residential Section by the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, and through a designated entrance only.

16. No refuse from the Residential Units shall be sent to the below grade levels of the Building except at such times and in such manner as the Residential Board or the managing agent of the Residential Section may direct.

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

18. No occupant of the Residential Section shall send any employee of the Residential Section or of the managing agent thereof out of the Building on any private business.

19. The agents of the Residential Board or the managing agent, and any contractor or worker authorized by the Residential Board or the managing agent of the Residential Section, may enter any room or Residential Unit at any reasonable hour of the day, on at least one day's prior written notice to the Residential Unit Owner, for the purpose of inspecting such Residential 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 manner so as not to unreasonably interfere with the use of such Residential Unit for its permitted purposes.

20. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

21. The Residential Board or the managing agent of the Residential Section may retain a passkey to each Residential Unit. If any lock is altered or a new lock is installed, the Residential Board or the managing agent of the Residential Section 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 such Unit Owner's 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 such Board or such managing agent, then the Residential Board or such managing agent or their agents (but, except in an Emergency, only when specifically authorized by an officer of such Board or an officer of the managing agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry reasonable care under the circumstances is given to such Unit Owner's property).

22. No vehicle belonging to a Residential Unit Owner or to a member of the family or guest, tenant or employee of a Residential Unit Owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the Building.

23. Complaints regarding the services of the Residential Section shall be made in writing to the Residential Board or to the managing agent of the Residential Section.

24. Any consent or approval given under these Residential Rules and Regulations may be granted, refused, added to, amended or repealed, in the sole discretion of the Residential Board, at any time by resolution of the Residential Board. Further, any such consent or approval may, in the discretion of the Residential Board, be conditional.

25. Residential Unit Owners will faithfully observe the following procedures with respect to the use of the compactor: (a) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) crush into tight bundles all loose papers before placing the same in the hopper door; (e) deposit all bundles of waste into the hopper; (f) refrain from depositing waste of an explosive nature therein; (g) observe all Laws regarding the recycling of refuse then imposed by governmental agencies having jurisdiction thereover and (h) observe any additional recycling rules established by the Condominium Board or the Residential Board.

26. Except as permitted under the Declaration and By-Laws, Residential Unit Owners, their families, guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.

27. Residential Unit Owners, their guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units or any public portions of the Building.

28. No Residential Unit Owner or any of such Unit Owner's agents, servants, employees, licensees, tenants, sublessees or visitors shall at any time bring into or keep in such Unit Owner's 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.

29. If any key or keys are entrusted by a Residential Unit Owner or by any member of such Unit Owner's family or by such Unit Owner's agent, servant, employee, tenant, sublessee, licensee or visitor to an employee of the Residential Board or the managing agent of the Residential Section, 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 Residential Board nor the managing agent of the Residential Section shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

30. Nothing shall be done or kept in any Residential Unit or in the General or Limited Common Elements which will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Condominium Board. No Residential Unit Owner shall permit anything to be done or kept in such Unit Owner's Unit or in the General or Limited Common Elements which will result in the cancellation of insurance on the Building or which would be in violation of any Law. No waste shall be committed in the General or Limited Common Elements.

31. The Boards shall have the right from time to time to relocate any portion of the Common Elements devoted to storage or service purposes.

32. No group tour or exhibition of any Residential Unit or its contents shall be conducted, nor shall any auction sale be held in any Residential Unit, without the prior consent of the Residential Board or the managing agent of the Residential Section.

33. In the event that any Residential Unit is used for home occupation purposes which are permitted by Law and the By-Laws, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.

34. Unless expressly authorized by the Residential Board in each case, at least 80% of the floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting or equally effective noise-reducing material.

35. There will be no barbecuing in the Residential Units in their Limited Common Elements (including Terraces), or the General Common Elements, except for those areas (if any) specifically designated for barbecuing by the Residential Board.

36. The Residential Board reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation at any time prescribed for the Residential Section when, in the reasonable judgment of the Residential Board, the Residential Board deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Residential Section, or the preservation of good order therein, or the operation or Maintenance of the Residential Section, or the equipment thereof, or the comfort of Unit Owners, occupants or others in the Residential Section. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Residential Unit Owner or other occupant shall operate as a rescission, alteration or waiver in respect of any other Residential Unit Owner or other occupant.

37. No article, including, but not limited to, bicycles and similar vehicles, shall be stored or allowed to stand on Terraces, other than furniture of the kind usually maintained in outdoor areas.

# Memorandum

**To:** Unit Owners – The Avery Condominium  
**From:** Karen Dooley, Senior Account Executive  
**Date:** 6/4/2013  
**Re:** Building Smoking Survey and Smoking Policy

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As you may recall, in May 2009, Management conducted an informal survey to determine whether residents wanted to maintain the building's existing smoking policy (which, in general, prohibits smoking in all common areas of the building, the stairways, elevators, etc.), or amend the condominium's governing documents to prohibit smoking not only in all common areas, but also inside private residences. The results of the survey were inconclusive, in that we received responses from less than thirty (30%) percent of the common interest attributable to all residential units, or not enough for a "quorum." Thus, at this time there will be no change in the building's existing smoking policy. The Board reserves the right to amend the building's smoking policy in accordance with the condominium's by-laws.

Residents are reminded to be mindful and respectful of the rights of others and not to engage in activities that may unreasonably interfere with their neighbor's rights. Thus, if you chose to smoke in your own apartment, please be considerate of the effect that your smoking may have on the health and comfort of your neighbors. Smokers should, at all times, keep the entrance door and all windows closed to prevent the seepage of cigarette smoke. In addition, smokers should consider installing air purifying devices and/or extra insulation in their units to further prevent the migration of cigarette smoke.

If you have any questions regarding the building's smoking policy, please feel free to contact Halstead Management Company LLC.



# INSTRUCTIONS FOR HOMEOWNER EXEMPTION APPLICATION

## OVERVIEW

This application is for the following homeowner property tax exemption programs:

- Basic and Enhanced School Tax Relief (STAR)
- Senior Citizen Homeowners' Exemption (SCHE)
- Disabled Homeowners' Exemption (DHE)
- Veterans' Exemption (Basic, Combat and Disabled)

### APPLICATION DEADLINE

Your application must be postmarked by March 15th, 2014 (please note if the deadline falls on a weekend or national holiday, the application must be postmarked by the following business day). If eligible, benefits will begin July 1, 2014.

Please mail applications to:

**NYC Department of Finance  
P.O. Box 311  
Maplewood, NJ 07040-0311**

Faxes will not be accepted. Keep a copy of your completed application for your records.

## IMPORTANT

Before mailing your application, please review the Required Documents Checklist to make sure that you have attached all of the required documentation. We cannot process your application without all of the required documents.

## INSTRUCTIONS

### SECTION 1 - PROPERTY INFORMATION

Give the complete address and the Borough, Block and Lot number of the property for which you are seeking tax benefits and the date you purchased the property. The Borough, Block and Lot (BBL) numbers for properties can be found on the Finance website at [nyc.gov/bbl](http://nyc.gov/bbl). For properties other than co-ops, the BBL can also be found on your property tax bill.

Please indicate the type of residence by checking the appropriate box. If the property is a co-op, please provide the Unit number, the number of shares and the name and contact number of the management company/agent. If you checked 4+ family home, please provide the percentage of space used as your primary residence.

Indicate what percentage of the property is used for non-residential purposes, if any, even if it is a 1-3 family dwelling.

### SECTION 2 - OWNER INFORMATION

This section must be completed for all owners of the property (each person on the deed or stock certificate). Information for all owners is required even if not all of the owners reside at the property. If there are more than two owners, use the Additional Owners Information and Certification form, which is part of this application.

Provide the name, date of birth and Social Security number for all owners on the deed or stock certificate. Social Security numbers must be included or Finance cannot process your application. If you are a foreign national, please provide your Individual Taxpayer Identification Number (ITIN).

Indicate if this is the primary residence for each owner.

Indicate if the owners are spouses or brothers/sisters by checking the appropriate box.

**For properties owned by a trust:** If applying for STAR/Enhanced STAR: all beneficiaries, not trustees, must be listed as owners and submit the required documents. For SCHE/Veteran/DHE, all trustees or the sole beneficiary of the property must be listed as owners. However, if additional beneficiaries only benefit from the property after the sole beneficiary is deceased, the property may be eligible.

For SCHE, all trustees or the sole beneficiary must live on the property. For Veteran and DHE, at least one trustee or beneficiary must live on the property. For STAR/ESTAR, at least one beneficiary must live on the property.

Please include a copy of the trust agreement with your completed application.

If there is a life estate on the property, then the holder of the life estate must complete the owner information section. A copy of the life estate agreement must be submitted as proof with your application materials.

If the property is owned by a business, personal exemptions will not be granted.

### **SECTION 3 - ADDITIONAL PROPERTY INFORMATION**

Answer all questions regarding other property owned and the exemption status completely. If there are multiple properties, please complete and return the Additional Property Information and Certification page. You may print out and complete multiple copies of this page if additional pages are needed.

### **SECTION 4 - INCOME INFORMATION**

If you are applying for the Basic STAR, Enhanced STAR, Senior Citizen and/or the Disabled Homeowners Exemption, you must provide proof of income for calendar year 2012 for all owners.

Owners who file a Federal Income Tax return must attach a complete copy of their 2012 return including all schedules and attachments for all owners.

Owners who are not required to file a Federal Income Tax return must attach copies of any income documentation, such as a state income tax return, 2012 Social Security Benefits statements or 1099 forms.

If you are applying for a Senior Citizen or Disabled Homeowners exemption, attach documentation of any unreimbursed medical or prescription expenses. These expenses will be deducted from your income.

### **Basic and Enhanced STAR: Income Thresholds and Definitions**

- Basic STAR - Total combined household income of \$500,000 or less for resident owners and resident spouses.
- Enhanced STAR - Total combined household income of \$81,900 or less for all owners regardless of where they live and resident spouses.

Total combined income is defined as the Federal Adjusted Gross Income less the taxable amount of IRA distributions. Your Federal Adjusted Gross Income can be found as a line item on your 1040, 1040A or 1040EZ federal tax form.

**Senior Citizens and Disabled Homeowners: Income Thresholds and Definitions**

Senior Citizens and Disabled Homeowners - Total combined income of \$37,399 or less for all the owners and their spouses regardless of where they live. Please note this is not your Federal Adjusted Gross Income.

**Total combined income for SCHE and DHE includes the following:**

- All social security payments
- Salaries and wages (including bonuses)
- Interest (including nontaxable interest)
- Ordinary dividends
- Net earnings from farming, rentals, business or profession (including amounts claimed as depreciation for income tax purposes)
- Income from estates or trusts
- Capital gains
- Gains from sales or exchanges
- Payments from governmental or private retirement or pension plans
- Annuity payments (excluding amounts representing a return of capital)
- Alimony or support money
- Unemployment insurance payments, disability payments, workers' compensation, etc.
- IRA distribution less the taxable amount claimed

**Income does not include:**

- Supplemental security income
- Welfare payments
- Mortgage proceeds (but any interest or dividends realized from the investment of such proceeds are income)
- Gifts, inheritances or a return of capital
- Nazi persecution reparation payments
- Federal Foster Grandparent Program payments

**Allowable deductions for SCHE and DHE only:**

- Unreimbursed medical and prescription drug expenses. Do not submit any unpaid bills.

**SECTION 5 - OCCUPANCY INFORMATION**

Please answer all questions completely. To be eligible for the Senior Citizen or Disabled Homeowners exemption, the property must be the primary residence of, and must be occupied by, all eligible owners of the property unless:

- An owner is absent from the residence due to divorce, legal separation, or abandonment; or,
- An owner is absent from the property while receiving inpatient health related services at a residential health care facility and the property is not occupied by anyone other than the spouse or co-owner.

A residential health care facility is a nursing home or other facility that provides or offers lodging, board and physical care.

For the Disabled Homeowner Exemption, at least one owner must have a documented physical or mental disability, not due to the use of alcohol or illegal drugs.

Indicate if a child (or children), including those of tenants, live on the property and currently attend a New York City public school, Grades Pre-K to 12.

Indicate if the property is within a housing development that is controlled by a Limited-Profit Housing Company, Limited Dividend Housing Company, Redevelopment Company, or Housing Development Fund Company. Please contact your property manager or managing agent to confirm if you are unsure.

Indicate if any of the owners receive SCRIE or DRIE benefits for the property. This information can be accessed at [nyc.gov/finance](http://nyc.gov/finance).

### **SECTION 6 - SENIOR CITIZEN HOMEOWNERS (SCHE AND ENHANCED STAR)**

Please answer all questions completely. If you are applying for a Senior Citizen Homeowners Exemption or Enhanced STAR, you must provide a copy of a government-issued ID, such as a driver's license, passport or birth certificate. To be eligible for SCHE, all owners must be at least 65 by December 31, 2014. If the property is owned by spouses or siblings, one of the owners must be 65 by December 31, 2014.

For NYC property owners currently receiving the Senior Citizen Homeowner Exemption: If you moved into a new home and received SCHE for your previous home, you have 30 days from the date of purchase to submit your application in order to be eligible for the benefit for the current tax year on your new home.

### **SECTION 7 - DISABLED HOMEOWNERS (DHE)**

To be eligible for the Disabled Homeowner exemption, an owner must receive one of the following forms of disability-related financial assistance:

- Social Security Disability Insurance (SSDI)
- Supplemental Security Income (SSI) benefits
- Railroad Retirement Disability Benefits (RRDB)
- Disability pension from the US Postal Service

Indicate if any owner has a certificate from the State Commission for the Blind and Visually Handicapped stating that he/she is legally blind.

To receive the Disabled Homeowner exemption, you must submit a copy of one of the following required documents:

- 2012 award letter from Social Security Administration
- Award letter from the Railroad Board or U.S. Postal Service
- Certificate from the State Commission for the Blind or Visually Handicapped

If you only receive workman's compensation, you are not eligible for the Disabled Homeowner exemption.

**SECTION 8 - VETERAN HOMEOWNERS (BASIC, COMBAT AND DISABLED EXEMPTIONS)**

Indicate if any of the owners are veterans, the spouse or widow/widower of a veteran who has not remarried, or parents of a soldier killed in action. Veterans are former members of the United States armed forces or the Merchant Marines (during World War II) or recipients of expeditionary medals. Please note that the veteran must have served during a period of conflict.

Periods of conflict are:

- *World War I* ..... April 6, 1917 - November 11, 1918
- *World War II* ..... December 7, 1941 - December 31, 1946
- *Korean Conflict* ..... June 27, 1950 - January 31, 1955
- *Vietnam War* ..... February 28, 1961 - May 7, 1975
- *Persian Gulf War* .... Beginning August 2, 1990

Please note that the Persian Gulf Conflict includes, but is not limited to Operation Enduring Freedom, Operation Iraqi Freedom (Iraq invasion in 2003) and Operation New Dawn (Afghanistan), Operation Joint Forge, Operation Joint Endeavor, and Operation Joint Guard.

To receive a veteran exemption, you must provide a copy of the DD-214 or separation papers for each veteran. You can obtain your DD-214 by calling 1-866-272-6272 or by visiting [www.archives.gov/veterans/military-service-records/index.html](http://www.archives.gov/veterans/military-service-records/index.html). Separation must be under honorable conditions to qualify.

“Combat zone” refers to a location of active combat, such as Vietnam during the Vietnam War. Veterans who served during a period of conflict but who were stationed in non-combat areas (for example, a soldier who was in the service during the Vietnam War dates but who was not stationed in Vietnam or another combat area) should check “No” to the combat zone question. If you checked yes, indicate the combat zone in which the veteran served.

If the Veterans’ Administration designates the veteran as disabled, you may be eligible for a disabled veteran exemption. Submit a copy of a Veterans Administration letter for the veteran that indicates the disability rating. You can obtain your disability rating from the US Department of Veterans Affairs by calling 1-800-827-1000 or by visiting <https://www.ebenefits.va.gov/ebenefits-portal>.

For NYC property owners currently receiving the Veteran Homeowner Exemption: Eligible homeowners who move from one New York City property to another mid-way through the tax year can now apply to receive a prorated exemption so that they do not have to wait until the next tax year to receive the exemption on their new property.

**SECTION 9 - SIGNATURES AND CERTIFICATIONS**

All owners must sign and date the application whether or not they reside at the property.

Please provide a phone number and email address where we can contact you if we have questions about your application.

## REQUIRED DOCUMENTS CHECKLIST

Find the exemptions you are applying for and look down the column to see what you are required to submit with this application. If you do not submit the required documents you will delay processing and may be denied the exemption.

REQUIRED DOCUMENTS	Basic STAR	Enhanced STAR	Senior Citizen Home Owner (SCHE)	Disabled Home Owner (DHE)	Veteran
<p><b>PROOF OF AGE</b></p> <p>Copy of a Government-issued ID (Driver's License, Passport or birth certificate).</p>		✓	✓		
<p><b>PROOF OF INCOME</b></p> <p>Copies of 2012 federal tax returns and schedules/attachments for all owners. If any owners do not file a tax return, proof of 2012 earnings (Social Security, 1099 forms, W-2)</p>	✓	✓	✓	✓	
<p><b>PROOF OF DEDUCTIONS</b></p> <p>Copies of receipts for unreimbursed medical or prescription expenses</p>			✓	✓	
<p><b>PROOF OF DISABILITY</b></p> <p>One of the following for an owner:</p> <ul style="list-style-type: none"> <li>• Copy of the award letter from the Social Security Administration</li> <li>• Copy of the award letter from the Railroad Board or the U.S. Postal Service</li> <li>• Copy of a certificate from the State Commission for the Blind and Visually Handicapped</li> </ul>				✓	
<p><b>PROOF OF VETERAN</b></p> <ul style="list-style-type: none"> <li>• Copy of DD-214 or separation papers for each veteran</li> </ul>					✓
<p><b>PROOF OF DISABLED VETERAN</b></p> <ul style="list-style-type: none"> <li>• For each disabled veteran, copy of Veteran's Administration letter documenting the disability rating</li> </ul>					✓



EXEMPTION APPLICATION FOR HOMEOWNERS

2014/15

This application is for your eligible New York City primary residence. Please read the instructions before you fill it out.

If you have questions, contact 311 or email personalexemptions@finance.nyc.gov.

Applications with all required documents must be postmarked by March 15, 2014

(if the deadline falls on a weekend or national holiday, the application must be postmarked by the following business day to be eligible for the 2014/15 tax year)

Please check the box of each exemption you are requesting and complete the corresponding sections:

Basic STAR [ ] Sections 1, 2, 3, 4 & 9

Enhanced STAR [ ] Sections 1, 2, 3, 4, 5 & 9

Senior [ ] Sections 1, 2, 3, 4, 5, 6 & 9

Disabled [ ] Sections 1, 2, 3, 4, 7 & 9

Veteran [ ] Sections 1, 2, 8 & 9

SECTION 1 - PROPERTY INFORMATION

Address: HOUSE NUMBER STREET NAME APARTMENT NUMBER
BOROUGH ZIP CODE Block: Lot: YOUR PROPERTY'S BLOCK AND LOT CAN BE FOUND AT nyc.gov/bbl

Date you purchased the property: MM DD YYYY

Type of Property:
[ ] 1-, 2-, 3-family dwelling [ ] 4+ family dwelling and the percent of space used for primary residence: %
[ ] Condominium Unit [ ] Cooperative - Number of shares: \_\_\_\_\_

Co-op Management Company: CONTACT NAME COMPANY Phone # \_\_\_\_\_

Is any portion of the property used for other purposes (commercial, professional office, etc.)? [ ] YES [ ] NO
If YES: [ ] Commercial [ ] Professional Office Percentage of space used: %
[ ] Other: \_\_\_\_\_

SECTION 2 - OWNER INFORMATION

If there are more than two owners, please complete the Additional Owners Information and Certification section of the application.

Owner #1: FIRST NAME LAST NAME Date of Birth: MM DD YYYY

Social Security #: Is this Owner #1's Primary Residence? [ ] YES [ ] NO

Owner #2: FIRST NAME LAST NAME Date of Birth: MM DD YYYY

Social Security #: Is this Owner #2's Primary Residence? [ ] YES [ ] NO

Are owners #1 and #2 married? [ ] YES [ ] NO
Are owners #1 and #2 brothers/sisters? [ ] YES [ ] NO
Is this property owned by a trust? [ ] YES [ ] NO

If YES, read Section 2 - Owner Information in the instructions for information on completing this section.
You must provide a copy of the Trust agreement with your application.

Is there a Life Estate on this property? [ ] YES [ ] NO
If yes, name of person with life estate: \_\_\_\_\_

You must provide a copy of the Life Estate agreement with your application.

**SECTION 3 - ADDITIONAL PROPERTY INFORMATION**

Do any owners own additional property?  YES  NO

If YES, how many additional properties do all of the owners own? \_\_\_\_\_

If YES, please give the owner name, the additional property's address and exemptions received:

OWNER NAME	STREET ADDRESS	CITY AND ZIP CODE

Exemptions Received:  Basic STAR     Enhanced STAR     Senior     Disabled     Veteran

Other: list the benefit(s) received here: \_\_\_\_\_

If you need to list additional properties that are owned, please complete the Additional Property Information and Certification page of this application.

**SECTION 4 - INCOME INFORMATION**

I attached copies of the 2012 federal tax return and schedules for **all** owners and spouses.  YES  NO

If NO, I certify that I am not required to file and I have attached proof of 2012 earnings (State income tax return, Social Security, 1099 forms, W-2).  YES

Name of owner(s) not required to file tax forms: \_\_\_\_\_

Senior Citizen and Disabled Homeowners: Please attach documentation for any unreimbursed medical or prescription expenses for 2012. Do not submit copies of unpaid bills.

**SECTION 5 - OCCUPANCY INFORMATION**

Do all the owners of the property presently occupy the property as their primary residence?  YES  NO

If NO, please answer the questions below:

Is an owner receiving medical care as an in-patient at a residential health care facility?  YES  NO

If YES, please give patient name: \_\_\_\_\_ Date admitted 

MM	DD		YYYY

Is an owner absent from the residence due to divorce, legal separation or abandonment?  YES  NO

If YES, please give owner name absent from the residence: \_\_\_\_\_

Does a child (or children), including those of tenants, live on the property and attend a New York City public school, Grades Pre-K to 12?  YES  NO

Is the property within a housing development that is controlled by a Limited-Profit Housing Company, Limited Dividend Housing Company, Redevelopment Company, or Housing Development Fund Company?  YES  NO

Do any of the owners receive SCRIE and/or DRIE benefits for the property?  YES  NO

**SECTION 6 - SENIOR CITIZEN HOMEOWNERS**

I included a copy of a government-issued ID for all owners who will be 65 or older by December 31, 2014.  YES

In the past 12 months, have you or the other property owners sold property in New York State that received a Senior Citizen Homeowner Exemption?  YES  NO

If YES, Date of sale: 

MM	DD		YYYY

 Address: \_\_\_\_\_

NUMBER, STREET, CITY AND ZIP CODE

**SECTION 7 - DISABLED HOMEOWNERS**

Do any of the owners or their spouses receive disability income, such as: Social Security Disability Insurance, Supplemental Security Income, Railroad Retirement Disability Benefits or a Disability Pension?  YES  NO

If yes, submit a copy of one of the following required documents:

- Social Security Administration award letter
- Railroad Retirement Board or the U.S. Postal Service award letter
- State Commission for the Blind and Visually Handicapped certificate

**SECTION 8 - VETERAN HOMEOWNERS**

	YES	NO	If YES, list years of service. Ex: 1965 - 1972
Are any of the owners a veteran who served during a period of conflict?			
Are any of the owners a spouse or a widow/er of a veteran who has not remarried or a parent of a soldier killed in action?			
	YES	NO	Combat Zone or Theater
Did the veteran serve in a combat zone or theater? If yes, where?			
Was the veteran disabled in the line of duty? If yes, submit a copy of a letter from the VA documenting the disability rating for each veteran.			
I submitted a copy of the DD-214 or separation papers for each veteran.			

In the past 12 months, have you or the other property owners sold property in New York State that received a Veteran Homeowner Exemption?  YES  NO

If YES, Date of sale:  MM  DD  YYYY Address: \_\_\_\_\_  
NUMBER, STREET, CITY AND ZIP CODE

**SECTION 9 - CERTIFICATION AND CONTACT INFORMATION**

*By signing below, I certify that all statements made on this application are true and correct to the best of my knowledge and that I have made no willful false statements of material fact. I understand that this information is subjected to audit and should Finance determine that I made false statements, I will be disqualified from future exemptions and will be responsible for all applicable taxes due, accrued interest, and the maximum penalty allowable by law.*

**ALL OWNERS MUST SIGN AND DATE THIS APPLICATION, WHETHER THEY RESIDE ON THE PROPERTY OR NOT.**

If there are more than two owners, please complete the Additional Owners Information and Certification.

OWNER #1  
SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

OWNER #2  
SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

How can we contact you?

\_\_\_\_\_  
PHONE NUMBER EMAIL

**MAILING INFORMATION**

Mail this completed application and ALL REQUIRED DOCUMENTATION to:  
**NYC Department of Finance, P.O. Box 311, Maplewood, NJ 07040-0311**

**PRIVACY ACT NOTIFICATION** - Under the Federal Privacy Act of 1974, if we ask you to give us your social security number, we must tell you whether or not you are obligated to provide us with the social security number, our legal right to ask you for the information, and how we plan to use it. You must list your taxpayer identification number (SSN, ITIN or EIN) in order to apply for an exemption from real property taxes. We are asking this information to make sure that our records are accurate, and that you have submitted accurate information. Our legal right to require this information is contained in Section 1-102.1 of the Administrative Code. This authorizes the Department of Finance to require any person to provide a taxpayer identification number so that we may administer and collect taxes.

**ADDITIONAL OWNERS INFORMATION AND CERTIFICATION**

**INSTRUCTIONS:** Please add each additional owner below in response to questions in Section 2 of the application. This page is part of your application, and may be duplicated and attached if additional pages are necessary. If there are more than six (6) owners, please copy this sheet and complete as required.

**OWNER #3:**

\_\_\_\_\_ FIRST NAME \_\_\_\_\_ LAST NAME

Date of Birth:    Social Security #:

MM DD YYYY

Is Owner #3 a New York State Resident?  **YES**  **NO**

If No, please give Owner #3's primary residence address: \_\_\_\_\_

STREET ADDRESS CITY STATE ZIP CODE

Relationship to other owners: \_\_\_\_\_

**OWNER #4:**

\_\_\_\_\_ FIRST NAME \_\_\_\_\_ LAST NAME

Date of Birth:    Social Security #:

MM DD YYYY

Is Owner #4 a New York State Resident?  **YES**  **NO**

If No, please give Owner #4's primary residence address: \_\_\_\_\_

STREET ADDRESS CITY STATE ZIP CODE

Relationship to other owners: \_\_\_\_\_

**OWNER #5:**

\_\_\_\_\_ FIRST NAME \_\_\_\_\_ LAST NAME

Date of Birth:    Social Security #:

MM DD YYYY

Is Owner #5 a New York State Resident?  **YES**  **NO**

If No, please give Owner #5's primary residence address: \_\_\_\_\_

STREET ADDRESS CITY STATE ZIP CODE

Relationship to other owners: \_\_\_\_\_

**OWNER #6:**

\_\_\_\_\_ FIRST NAME \_\_\_\_\_ LAST NAME

Date of Birth:    Social Security #:

MM DD YYYY

Is Owner #6 a New York State Resident?  **YES**  **NO**

If No, please give Owner #6's primary residence address: \_\_\_\_\_

STREET ADDRESS CITY STATE ZIP CODE

Relationship to other owners: \_\_\_\_\_

*I certify that all statements made on this application are true and correct to the best of my knowledge and that I have made no willful false statements of material fact. I understand that this information is subjected to audit and should Finance determine that I made false statements, I will be disqualified from future exemptions and will be responsible for all applicable taxes due, accrued interest, and the maximum penalty allowable by law.*

**ADDITIONAL PROPERTY INFORMATION AND CERTIFICATION**

**INSTRUCTIONS:** Please add each additional property below in response to questions in Section 3 of the application. This page is part of your application, and may be duplicated and attached if additional pages are necessary.

**ADDITIONAL PROPERTY #1:**

Reason for inclusion:  In State Property: currently receives exemption in New York State/New York City  
 In State Property: sold within last 12 months and received exemption in New York State/New York City

Date of Sale:     
MM DD YYYY

Out of State property: currently receives exemption in a state outside of New York

\_\_\_\_\_  
OWNER NAME STREET ADDRESS CITY, STATE AND ZIP CODE

Benefits Received: \_\_\_\_\_

Exemptions Received:  Basic STAR  Enhanced STAR  Senior  Disabled  Veteran  
 Other. If Other, list the benefit(s) received here: \_\_\_\_\_

Comments: \_\_\_\_\_

**ADDITIONAL PROPERTY #2:**

Reason for inclusion:  In State Property: currently receives exemption in New York State/New York City  
 In State Property: sold within last 12 months and received exemption in New York State/New York City

Date of Sale:     
MM DD YYYY

Out of State property: currently receives exemption in a state outside of New York

\_\_\_\_\_  
OWNER NAME STREET ADDRESS CITY, STATE AND ZIP CODE

Benefits Received: \_\_\_\_\_

Exemptions Received:  Basic STAR  Enhanced STAR  Senior  Disabled  Veteran  
 Other. If Other, list the benefit(s) received here: \_\_\_\_\_

Comments: \_\_\_\_\_

**ADDITIONAL PROPERTY #3:**

Reason for inclusion:  In State Property: currently receives exemption in New York State/New York City  
 In State Property: sold within last 12 months and received exemption in New York State/New York City

Date of Sale:     
MM DD YYYY

Out of State property: currently receives exemption in a state outside of New York

\_\_\_\_\_  
OWNER NAME STREET ADDRESS CITY, STATE AND ZIP CODE

Benefits Received: \_\_\_\_\_

Exemptions Received:  Basic STAR  Enhanced STAR  Senior  Disabled  Veteran  
 Other. If Other, list the benefit(s) received here: \_\_\_\_\_

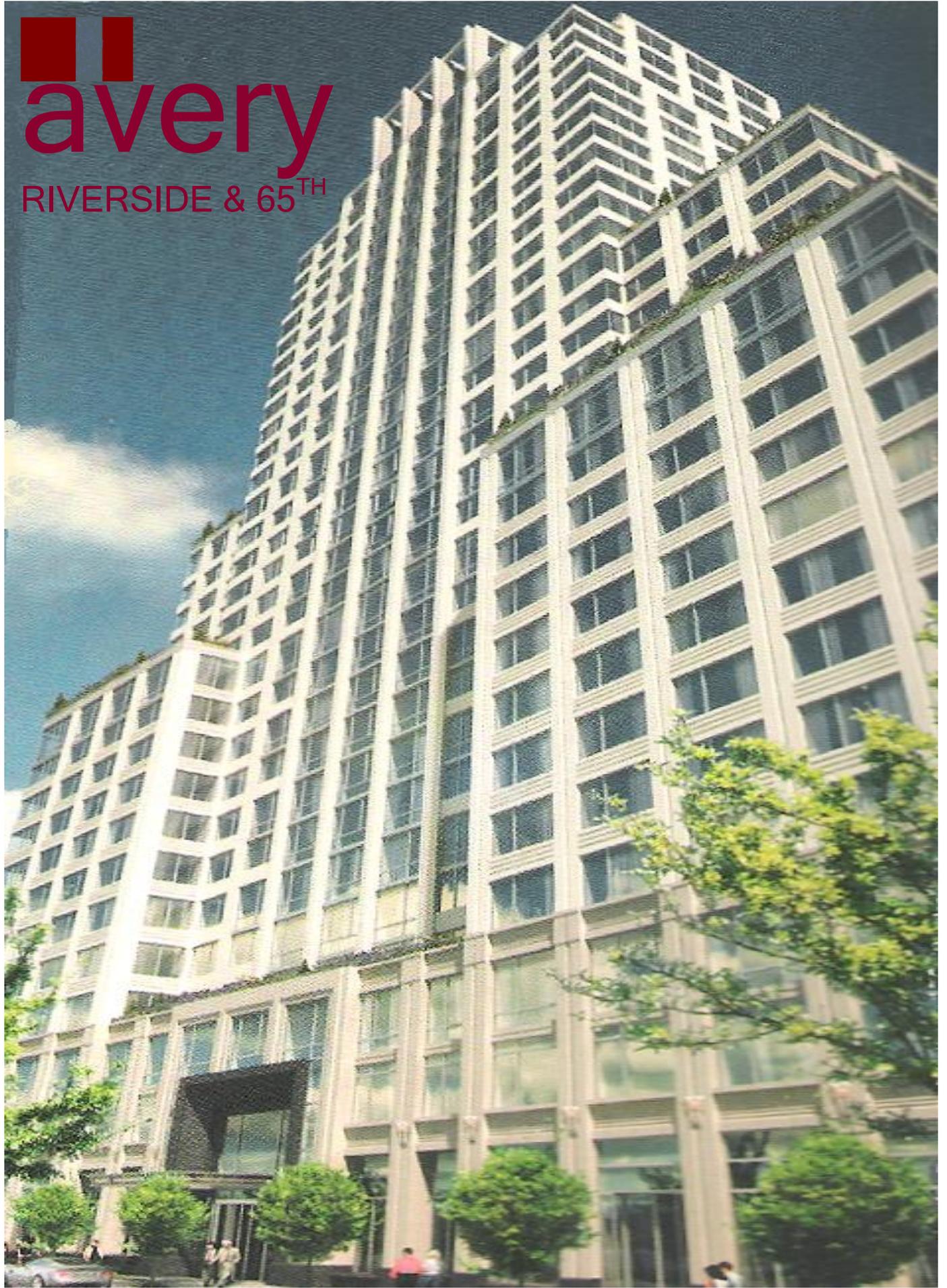
Comments: \_\_\_\_\_

*I certify that all statements made on this application are true and correct to the best of my knowledge and that I have made no willful false statements of material fact. I understand that this information is subjected to audit and should Finance determine that I made false statements, I will be disqualified from future exemptions and will be responsible for all applicable taxes due, accrued interest, and the maximum penalty allowable by law.*



avery

RIVERSIDE & 65<sup>TH</sup>



*Welcome to your new home at the Avery....*

*Welcome!* We are delighted that you have chosen the Avery as your new home.

We are dedicated to providing you with the highest level of personalized service and the warmest hospitality.

Please find a summary of services and amenities available to you at the Avery detailed on the following pages. Also, detailed are certain procedures and a guide to “Your Neighborhood”.

Please do not hesitate to contact us at (646) 485-6100 should you have any questions or concerns.

Sincerely yours,

Halstead Management Company LLC  
As Agent

# Avery

## Resident Manager

We are pleased to introduce Mr. Raymond Murphy as the Resident Manager of the Avery. He will be residing in Unit #1A. To contact him, please either call the concierge at (646) 821-4540 or call his office at (646) 821-4541. Mr. Bermingham is responsible for the daily operations of the building, maintenance of all of the building's equipment and systems, supervision of all employees, and attending to any emergencies that may arise. We trust that with his considerable experience in high-rise building operations and dedication to courteous and timely service, you will quickly come to feel at home.

## Maintenance Staff

The maintenance staff will be available to provide assistance to all residents. All requests for maintenance and repairs should be scheduled through the Concierge. The Handyman is responsible for assisting the Resident Manager with all his duties. The Porters are responsible for cleaning the building and taking care of the garbage.

## Doormen/Concierge Personnel

The concierge will be available in the lobby 16 hours a day, 7 days a week. The concierge's primary responsibility is oversight of security of the building. All visitors and deliveries are screened and must be announced by the concierge. In addition, all maintenance requests are handled through the concierge.

Doormen are on duty 24 hours a day, 7 days a week. They are required to open and hold the door for residents and assist you at the door with packages. They may also hail cabs and assist you when getting in and out of cars.

## Your Managing Agent

**Halstead Management Company LLC** is the Managing Agent for the Avery. **Karen Dooley**, Senior Management Executive will be overseeing your account and Atashia Serrano, assistant to Ms. Dooley will be welcoming you to your new home.

Karen's contact information is:

Direct Dial: (646) 485 – 6169  
E-Mail: [Kdooley@halstead.com](mailto:Kdooley@halstead.com)

Atashia's contact information is

Direct Dial: (646) 485-6149  
E-Mail: [aserrano@halstead.com](mailto:aserrano@halstead.com)  
Office Fax: (646) 472-7648

<u>Management Team</u>	<u>Name</u>	<u>Contact Information</u>
Controller	Carrie Edwards	(646) 485 – 6116 / <a href="mailto:cedwards@halstead.com">cedwards@halstead.com</a>
Closings Director	Irene Booker	(646) 485 – 6120 / <a href="mailto:ibooker@halstead.com">ibooker@halstead.com</a>

# Avery

## **Building Staff**

	<b>Name</b>	
Resident Manager	Raymond Murphy	(646) 821 – 4541 / <a href="mailto:averyriversidemgr@gmail.com">averyriversidemgr@gmail.com</a>
Concierge Desk		(646) 821 – 4540

## **Building Services**

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**Con Edison**                      Electricity                      (800) 75 – CONED  
[www.conedison.com](http://www.conedison.com)

**Verizon**                              Telephone Service                      (718) 890 – 1550  
[www.verizon.com](http://www.verizon.com)

It is advisable to contact the above companies to set up the services that you require and desire starting on or about your closing date. **Verizon** can provide Cable TV, Telephone, and Internet. You must contact **Con Edison** to set up the electricity account for your unit.

### **The following service provider is expected to provide service to the building:**

**Time Warner Cable \***              Customer Service                      (800) OKCABLE  
(Cable TV, Telephone, Internet)                      (212) 674 – 9100  
[www.twcny.com](http://www.twcny.com)  
Steven Hirschfield                      (212) 420 - 4806

# Avery

100 Riverside Blvd

New York, New York 10069

## 1.) REQUIREMENTS FOR MOVE-INS AND DELIVERIES

### Re: Certificate of Insurance Requirements

To ensure that your move runs as smoothly as possible, all moves are coordinated through management. Please contact Atashia Serrano to schedule your move-in date. To limit the inconvenience to you and other residents of the building, we request your cooperation with the following procedures:

- A. Please provide management with a minimum of 5 days prior notice of your desired move-in date.
- B. A Certificate of Insurance from your moving company, furniture delivery service, and/or any other vendor making a delivery must be provided. A Certificate of Insurance can be requested by filling out the top portion of the form on the following page and submitting it to the appropriate parties.
- C. Evidence of homeowners insurance must also be provided to management PRIOR to your move.
- D. You will be required to pay a **refundable** move-in deposit in the amount of **\$500.00** in the form of a personal check made payable to the **Avery**. Any damage caused to the building or any portion thereof, including but not limited to the common areas and the elevators as a result of a resident's move shall be repaired at the resident's sole cost and expense.
- E. Move-ins are permitted Monday through Friday from 9:00AM until 5:00PM
- F. The service entrance is located on West 64<sup>th</sup> Street, right off the corner of Riverside Boulevard. It can be reached from West 66<sup>th</sup> or West 70<sup>th</sup> Street, then south on Riverside Boulevard to West 65<sup>th</sup>, backing onto West 64<sup>th</sup> Street (presently closed to public traffic). Please make sure that the moving company checks in at the concierge desk before proceeding to the service entrance.

If you have any questions or concerns regarding these procedures please contact **Atashia Serrano** phone at **(646)485-6149** or by e-mail at [aserrano@halstead.com](mailto:aserrano@halstead.com) for further assistance.

**Avery**

**REQUEST FOR CERTIFICATE OF INSURANCE FOR MOVE-INS / DELIVERIES**

**DATE:** \_\_\_\_\_  
Today's Date

**INSURED:** \_\_\_\_\_  
Name of Moving Company  
\_\_\_\_\_  
Address of Moving Company  
\_\_\_\_\_  
Phone Number of Moving Company

**CERTIFICATE HOLDER:** \_\_\_\_\_  
**Unit Owner(s)/Resident Name(s)**  
100 Riverside Blvd  
Unit /Apartment # \_\_\_\_\_  
New York, NY 10069

**AND:** **The Board of Managers of  
AVERY CONDOMINIUM**  
100 Riverside Blvd.  
New York, NY 10069

**AND:** **Halstead Management Company LLC.**  
770 Lexington Avenue  
New York, NY 10065

**TYPE OF INSURANCE:** General Liability Insurance - \$2,000,000.  
Umbrella (Excess) Liability - \$3,000,000.  
Automobile Liability - \$1,000,000.  
Evidence of Worker's Compensation

**EMAIL TO:** Atashia Serrano (aserrano@halstead.com)

**MAIL ORIGINAL TO:** **Halstead Management Company LLC**  
770 Lexington Avenue – 7<sup>th</sup> Floor  
New York, NY 10017  
*Attn: Atashia Serrano*  
*Fax: 646-472-7648*  
*Phone: 646-485-6149*

Please note: All information must be provided prior to your move.

## 1. PRE-ARRIVAL INFORMATION

### **Deliveries to the Building**

Please notify the concierge if you plan on receiving deliveries before your move in, but have already closed.

Please note we can not accept packages or deliveries prior to your closing.

Please continue to make arrangements for all large deliveries that require use of the service elevator through Atashia Serrano at Halstead Management Company LLC

All residents should direct their service personnel, cleaning personnel and delivery personnel arriving at the building to the concierge desk where they will receive proper instructions on how to proceed. Residents will need to provide authorization and keys to their service personnel, as the building only holds a set of keys for emergencies.

### **Apartment Decorations / Alterations**

If you intend to have any work done in your apartment, as simple as installing a closet or painting the unit, the contractor must provide evidence of insurance to you and to the management company. Some work will require that you complete a decoration agreement and more extensive work will require an alteration agreement. Please contact Ms. Karen Dooley ([Kdooley@halstead.com](mailto:Kdooley@halstead.com)) 646-485-6169 or Ms. Atashia Serrano ([aserrano@halstead.com](mailto:aserrano@halstead.com)) 646-485-616149 at Halstead Management Company LLC for requirements and approval procedures.

## 2. BUILDING PROCEDURES/MAINTENANCE

### **Heat and Air Conditioning**

All building maintenance and mechanical rooms are located in the cellar and sub-cellar level 2 and are off-limits to all residents. There are individual heating and air conditioning units installed in all residential units. The heating and air conditioning units are manufactured by McQuay, and have instructions available for their operation.

A few select areas have electric heaters (certain bathrooms, kitchens and corridors).

Please remember to have your filters checked. A clogged filter does not allow for proper ventilation and as a result the unit will not function efficiently.

***Any questions or concerns regarding the unit or its operation should be directed to the Resident Manager.***

## **Garbage Disposal**

- Every residential floor is equipped with a trash room with a refuse chute and recycling bins. All regular household garbage must be securely tied and deposited down the garbage chute located on each floor. Please do not throw lit cigarettes, liquids, or loose garbage down the garbage chute.
- The recommended garbage size is the typical “kitchen” garbage bag (15 gal).
- If your garbage cannot fit down the chute, please leave it securely tied on the floor in the trash room.

## **Recycling**

- All recycling items are to be placed in the recycling bins in the compactor room on your floor. Items can be placed in the bins loose or in blue recycling bags only.
- Newspapers, magazines, and catalogs should be placed in the appropriate recycling bin in the compactor room.
- Please be sure to rinse and dry all materials before depositing.
- There is no need to remove lids or labels.
- If you have large cartons or boxes, please be sure to flatten them before you put them in the compactor room.

***For any assistance regarding garbage disposal or removal please contact the concierge desk and they will send someone to assist you.***

## **Exterminating**

The building has an exterminating program to service the common areas as well as individual units. If you want your apartment to receive exterminating service, please notify the concierge. A service schedule will be provided for your information. Please contact the concierge desk for details.

## **3. SERVICES AND AMENITIES**

### **RECREATION FACILITIES**

- 1) Resident Lounge – First Floor
- 2) Outdoor Garden – First Floor
- 3) Fitness Center - Sub-Cellar 1
- 4) Screening Room – Sub-Cellar 1
- 5) Children’s Playroom – Sub-Cellar 1
- 6) Party Room/Conference Room – Sub-Cellar 1
- 7) Billiard Room – Sub-Cellar 1

### **Fitness Center**

The fitness center is located on sub-cellar 1 and contains state-of-the-art health club equipment. It also includes a state of the art sound system including an ipod docking station

- The fitness center will be open 24 hours a day. You may access the fitness center by using your key fob.
- Please remember that all residents working out in the center with or without a personal trainer use the facility at their own risk. Should you require assistance or are injured during a workout, please contact the concierge immediately.
- Residents who engage the services of a personal trainer must sign the trainer in each time with the concierge. All trainers must provide proof of insurance.
- There are no pets, alcoholic beverages, smoking or guests allowed in the fitness center.
- Please be considerate of your neighbors, limit your time to 30 minutes on a machine during busy hours when other residents are waiting to use the equipment.
- No children under 16 are permitted to use the equipment in the fitness center.
- Please wear sneakers and proper attire at all times.
- Music must be listened to with headphones only.
- If any fitness equipment is malfunctioning, please report the problem to the concierge.

### **Party Room**

The party room is located in Sub Cellar 1 and is equipped with a kitchen, folding tables and chairs and state of the art sound equipment. This can be reserved by residents by logging on to [buildinglink.com](http://buildinglink.com) or at the Concierge desk.

### **Conference Center**

The Conference Center is located on Sub Cellar 1 and is equipped with a large conference table, 12 chairs, big screen TV, and telephone service. This can be reserved at [www.buildinglink.com](http://www.buildinglink.com) or at the Concierge desk.

### **Residents lounge**

The Residents lounge is located on the lobby level and is equipped with seating, flat screen television and wi-fi internet service. The garden vestibule and patio also connects to this area.

**Billiard Room**

The Billiard room is located on Sub cellar 1 and is equipped with a billiard table, flat screen television, state of the art sound system, and seating.

**ATM Machine**

For your convenience, there will be an ATM machine located in the rear of the lobby. Please be advised the ATM machine may not be installed in the building as of building opening.

**Walk-in Refrigerator**

There is a walk-in refrigerator located in the lobby, so that we can accommodate all your fresh food deliveries until you arrive home.

**Parking Garage**

There is a parking garage at the Avery.

**Laundry Room**

Each unit is equipped with a washer and dryer. In addition, the building has an auxiliary laundry room located on Sub Cellar 1. The laundry room is equipped with large capacity washing machines and dryers. The machines are card operated.

**Storage Bins and Bicycle Room**

Storage bins are available to be licensed by Unit Owners. There are approximately 120 Bins located on the Cellar level of the building. There is also a Bicycle Storage room equipped with racks on the cellar level. The bicycle room is only for bicycles and residents are requested not to put strollers or other personal items in the room. You must contact the resident manager Ray Murphy.

**Elevators**

There are (3) automatic passenger elevators that will be in service (24) hours a day, (7) days a week, for the use of building residents and their guests. A fourth elevator will be available for the use of building residents as a service elevator for deliveries, move-ins, and for building staff use at all times. Dog walkers must use the service elevator at all times.

*Dogs and other pets are permitted access to the passenger elevators provided that the pets are properly and securely leashed.*

**Gas /Electricity**

Gas and electricity will be supplied to the building by Con Edison. Each unit owner is responsible for setting up an account with Con Edison for electricity. Cooking Gas and electricity serving the common areas of the building is paid by the condominium through your common charges.

#### 4. MISCELLANEOUS INFORMATION

##### **Homeowners Insurance**

Insurance needs are different for different condominium home owners. The master policy purchased by the Condominium covers the building, the common areas, and the Unit Owners' collective liability for incidents occurring in the common areas of the building. However, the insurance coverage maintained on behalf of the condominium does not cover the individual units or any unit or any property contained in a unit (including without limits, windows facing into each unit which comprise part of the unit). Pursuant to the By-Laws, each Residential Unit Owner will, at the Residential Unit Owner's own cost and expense, obtain and keep in full force and effect (a) commercial personal liability insurance against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon, or from the Unit or any Limited Common Element appurtenant thereto or any part thereof, with minimum combined single limits of liability of \$1,000,000 for bodily injury or death arising out of any one occurrence including \$1,000,000 for damage to property plus at least \$2,000,000 umbrella liability coverage and (b) tenant's "all-risk" property insurance in respect of property damage occurring in, upon, or from the Unit or any part thereof (including, but not limited to appropriate coverage for additions, alterations improvements and betterments and loss due to water damage as well as personal property). The limits of liability and other requirements with respect to the Unit Owner's insurance may be modified by the Condominium Board from time to time. Policies maintained by Unit Owners as aforesaid must provide that they cannot be canceled without at least (30) days prior notice to the Condominium Board.

##### **Invoices and Common Charges**

Common charge payments are due on the 1<sup>st</sup> of every month and should be mailed to the payment address that appears on your monthly statement.

Halstead Management Company LLC.

**PO Box 5936**

Hicksville, NY 11802-5936

**Please make checks payable to: Avery**

As a reminder, statements are distributed prior to the first of each month to all unit owners. **A late fee may be assessed if your account is past due.**

Distribution of the statements is a courtesy and all unit owners should be aware that payments are due by the first of the month even if a statement is not received.

In the event that you do not receive a statement, we recommend that you mail your payment to the Halstead Management Company LLC office. Any questions should be directed to your property manager.

##### **Automatic Payment**

This option is available to all unit owners.

## 5. Emergency Procedures

### **Accidents or Incidents**

In the event of an accident or incident in the building, please notify the concierge immediately.

### **Apartment Lockouts**

We must remind you that lockouts are not considered emergencies, although as a courtesy the building staff will accommodate your needs. If you lose your key(s) or get locked out of your apartment, please check with the concierge for assistance.

### **Smoke Detectors and Carbon Monoxide Detectors**

Each unit is equipped with hardwired combination units, which include smoke and carbon monoxide detectors. Batteries must be changed twice a year, and any faulty units must be replaced immediately.

### **Sprinkler System/ Sprinkler Heads**

The fire sprinkler system is fully operational and is required in case of a fire. In addition, each apartment has been equipped with sprinkler heads that are also fully operational. Unit owners are not permitted to paint, or in any way tamper with or cover any sprinkler head in the unit. Painting, tampering with, or covering will render the sprinkler heads inoperative and not repairable. Unit Owners will be held responsible for any replacement costs, if required, due to neglect or mishandling. Furthermore, unit owners will be responsible for any water damage sustained as a result of their tampering with the sprinkler heads

### **Flooding**

If your apartment has a serious water leak, such as the failure of a plumbing fixture or a leak from the ceiling, notify the Concierge immediately. Minor leaks should also be reported in a timely manner due to the cumulative effects of water. If there is damage to your personal items, we recommend that you notify your individual homeowners' insurance carrier.

### **Theft or Any Other Criminal Acts**

If there are any situations that pose a threat to your safety or the safety of others in the building, immediately call 911 for police action. Any and all criminal acts should be reported to the local police department. An incident report will be taken by the resident manager or management and appropriate follow-up action will be taken.

### **Homeowner's Insurance**

All Unit Owners must have homeowner's insurance.



2) Cineplex Odeon	1987 Broadway	(212) 724 - 3700
Loews Lincoln Imax Theater	1998 Broadway	(212) 769 - 5100

## **RELIGIOUS/PLACES OF WORSHIP**

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1) Church of the Holy Spirit	152 West 66 <sup>th</sup> Street	(212) 595 - 2596
2) Lincoln Square Synagogue	200 Amsterdam Avenue	(212) 874 - 6100
3) Islamic Society	154 East 55 <sup>th</sup> Street	(212) 888 - 7838

## **MUSEUMS**

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<u>American Museum of Natural History</u>	Central Park West, 79 <sup>th</sup> - 80 <sup>th</sup>	(212) 769-5100
<u>Children's Museum of Manhattan</u>	West 83 <sup>rd</sup> St., BWY - AMS	(212) 721-1234
<u>The Culture Center</u>	Columbus Ave., 79 <sup>th</sup> -80 <sup>th</sup>	(212) 724-7363
<u>Museum of American Folk Art</u>	Columbus Ave., 65 <sup>th</sup> -66 <sup>th</sup>	(212) 595-9533
<u>Museum of Bible Art</u>	Broadway, 61 <sup>st</sup> -62 <sup>nd</sup>	(212) 408-1500
<u>New York Historical Society</u>	Central Park West, 76 <sup>th</sup> - 77 <sup>th</sup>	(212) 873-3400

## **BANKS**

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1) Apple Bank	2112 Broadway	(212) 579 - 4568
2) Chase	2099 Broadway	(212) 935 - 9935
3) Citibank	162 Amsterdam Avenue	(212) 873 - 9009
4) Commerce Bank	1995 Broadway	(212) 579 - 9418
5) North Fork Bank	2025 Broadway	(212) 799 - 9200
6) The Bank of New York	47 West 62 <sup>nd</sup> Street	(212) 956 - 5218
7) Wachovia Bank	2040 Broadway	(212) 769 - 9200
8) Washington Mutual	2139 Broadway	(212) 799 - 9357

## **BOOKSTORES**

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1) Julliard Bookstore	60 Lincoln Center Plaza	(212) 799 - 5000
2) Barnes & Noble Booksellers	1972 Broadway	(212) 595 - 6859
3) Reel Books Book Store	1998 Broadway	(212) 479 - 0011
4)		

## **LIQUOR STORES**

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- |                                      |                     |                  |
|--------------------------------------|---------------------|------------------|
| 1) Renaissance Fine Wine & Spirits I | 61 Freedom Place    | (212) 875 - 9463 |
| 2) Roma Discount Wine & Liquor       | 96 Amsterdam Avenue | (212) 749 - 3790 |
| 3) Bacchus Wine Made Simple          | 2056 Broadway       | (212) 875 - 1200 |

## **GROCERY STORES**

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|--------------------------------|----------------------------------|------------------|
| 1) Jubilee Marketplace         | 180 Riverside Blvd               | (212) 877 - 6000 |
| 2) Zabars Deli & Gourmet Foods | 2245 Broadway                    | (212) 787 - 2000 |
| 3) Fairway Market              | 2127 Broadway                    | (212) 595 - 1888 |
| 4) Westside Supermarket        | 2171 Broadway                    | (212) 595 - 2536 |
| 5) Balducci's                  | 155 West 66 <sup>th</sup> Street | (212) 653 - 8320 |
| 6) Alan's Farmland Ltd         | 27 Columbus Avenue               | (212) 265 - 5886 |
| 7) Western Beef Inc.           | 75 West End Avenue               | (212) 459 - 2800 |
| 8) Food Emporium               | 228 West End Avenue              | (212) 799 - 3544 |

## **PHYSICAL FITNESS**

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|---------------------------|-------------------------|------------------|
| 1) Crunch Fitness         | 75 West End Avenue      | (212) 265 - 8200 |
| 2) Equinox Fitness Club   | 2130 Broadway           | (646) 505 - 5300 |
| 3) American Leisure Corp. | 200 Riverside Boulevard | (212) 362 - 6118 |
| 4) Reebok Sports Club     | 160 Columbus Avenue     | (212) 362 - 6800 |

## **SALON & SPA**

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|------------------|-------------------|----------------|
| Cleo Spa & Salon | 157 Freedom Place | (212) 712-CLEO |
|------------------|-------------------|----------------|

## **PET SHOPS-KENNELS and GROOMING**

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|-------------------------------|----------------------------------|------------------|
| 1) Biscuits and Bath          | 160 Riverside Blvd               | (212) 419 - 2500 |
| 2) New York Cat Hospital      | 143 Freedom Place                | (212) 535 - 6369 |
| 3) The New York Dog Shop      | 46 West 73 <sup>rd</sup> Street  | (212) 595 - 0800 |
| 4) Petland Discounts          | 137 West 72 <sup>nd</sup> Street | (212) 875 - 9785 |
| 5) Canine Ranch               | 244 West 72 <sup>nd</sup> Street | (212) 595 - 7387 |
| 6) Pet Shop                   | 564 Columbus Avenue              | (212) 580 - 2400 |
| 7) Aquarius Aquariums         | 214 Riverside Drive              | (212) 749 - 4970 |
| 8) University Animal Hospital | 354 West 66 <sup>th</sup> Street | (212) 288 - 8884 |

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|--|----------------------------------|------------------|
| 9) City Veterinary Care                | 220 West 72 <sup>nd</sup> Street | (212) 799 - 7000 |
| 10) Lincoln Square Veterinary Hospital | 140 West 67 <sup>th</sup> Street | (212) 712 - 9600 |

## **DINING**

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|---|--|------------------|
| 1) Aix: Sophisticated French-American fare — plus an original line of baby food.  | 2398 Broadway                              | (212) 874 - 7400 |
| 2) Asiate: Glamorous Japanese-French with ‘peerless views’  | 80 Columbus Circle, 35 <sup>th</sup> Floor | (212) 805 - 8881 |
| 3) Artie’s Deli: Go for the ‘stuffed sandwiches’ and ‘heaping portions’- Kid friendly   | 2290 Broadway                              | (212) 579 - 5959 |
| 4) Barney Greengrass: A Formica-clad shrine to smoked fish and everything else that defines the dying art of Jewish appetizing. | 541 Amsterdam Avenue                       | (212) 724 - 4707 |
| 5) Cesca: Tom Valenti's new Italian hot spot.   | 164 West 75 <sup>th</sup> Street           | (212) 787 - 6300 |
| 6) Gennaro: Honest Italian at fair prices — on the Upper West Side, no less.  | 665 Amsterdam Avenue                       | (212) 665 - 5348 |
| 7) Jean Luc: Bistro standards like steak au poivre and lobster bisque with newfangled notions.                                  | 507 Columbus Avenue                        | (212) 712 - 1700 |
| 8) Ocean Grill: It’s not hard to see why the place is so popular: Nothing costs more than \$25...                               | 384 Columbus Avenue                        | (212) 579 - 2300 |
| 9) Ouest: Boldly layered flavors in a neighborhood legendarily short on sophisticated grub.                                     | 2315 Broadway                              | (212) 580 - 8700 |

## **NIGHT LIFE**

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- |  |   |                  |
|--|---|------------------|
| 1) 79th Street Boat Basin: The Upper West Side's unofficial summer HQ.   | 79 <sup>th</sup> Street at the Hudson River | (212) 496 - 5542 |
| 2) Dive 75: Laid-back but not dreary or rough enough to live up to the "dive" in its name.                         | 101 West 75 <sup>th</sup> Street            | (212) 362 - 7518 |
| 3) Evelyn Lounge: A subterranean bar lures martini lovers with its clandestine corners and elegantly macabre mood. | 380 Columbus Avenue                         | (212) 724 - 2363 |

4) Prohibition: Upper Westsiders love Prohibition's cool décor, creative martinis and nightly bands.

503 Columbus Avenue

(212) 579 - 3100

## ***CONGRATULATIONS!***

*Halstead Management Company LLC wishes you many happy, healthy, and prosperous years in your new home at the Avery.*