

# **Purchaser's Package**

**Chatham in Chelsea Condominium**  
**c/o ABC Realty**  
152 West 57th Street, 12th Floor  
New York, NY 10019  
Telephone: (212) 307-0500

**Requirements for the Purchase of an Apartment at  
Chatham in Chelsea Condominium  
445 West 19th Street, New York, NY 10011**

**Chatham in Chelsea Condominium**  
**c/o ABC Realty**  
152 West 57th Street, 12th Floor  
New York, NY 10019  
Telephone: (212) 307-0500

**Dear Applicant:**

Thank you for your inquiry regarding the purchase of an apartment at Chatham in Chelsea. In order for the Board of Managers to consider the application as a bonafide purchaser, the documents listed below must be completed and returned to us. We will need an original and two collated copies (please do not bind the copies). We will then review the package and forward a completed set to two members of the Board of Managers. Upon review of these documents, the Board will advise whether they require any additional information. All documents must be delivered at one time.

1. Purchase Application (enclosed)
2. Contract of Sale
3. Financial Statement and Financial Schedule (enclosed)
4. List of References (enclosed)
5. One Landlord or Managing Agent Letter of Reference
6. One Employer Letter of Reference
7. Three Personal Letters of Reference
8. Credit Check Authorization (enclosed)
9. Rules and Regulations (enclosed)
10. Acknowledgment of Rules and Regulations (enclosed)
11. Emergency Contact Information (enclosed)
12. Lead Paint Rider (enclosed)
13. Window Guard Rider (enclosed)

**Fees**

1. A personal check in the amount of \$250 (per applicant) for the processing fee, payable to ABC Realty.
2. A personal check in the amount of \$50 (per applicant) for each credit check, payable to ABC Realty.
3. A certified check in the amount of \$500, representing a refundable move-in deposit, made payable to Chatham in Chelsea. Please note that the move-in deposit will be returned after the completion of the move, less the cost to repair any damage to the building.
4. A certified check in the amount of \$300 representing a non-refundable move-in fee, made payable to Chatham in Chelsea.
5. A certified check in the amount of \$500 from the seller, representing a refundable move-out deposit, made payable to Chatham in Chelsea. You, as purchaser, must obtain this from the seller and include it in this package. Please note that the move-out deposit will be returned after the completion of the move, less the cost to repair any damage to the building.

All move-ins and move-outs are to be scheduled with the Superintendent with no less than five days notice given. Acceptable moving times are Monday through Friday from 9:00 a.m. to 4:30 p.m., except holidays.

If you have any questions, please feel free to call.

Very truly yours,

ABC Realty

# Purchase Application

**Chatham in Chelsea Condominium**  
**c/o ABC Realty**  
152 West 57th Street, 12th Floor  
New York, NY 10019  
Telephone: (212) 307-0500

For Unit No. \_\_\_\_\_

Applicant's Name \_\_\_\_\_ Social Security No. \_\_\_\_\_

Co-applicant's Name \_\_\_\_\_ Social Security No. \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone No. \_\_\_\_\_

How long at current address? \_\_\_\_\_

If less than three years, please list previous residence and landlord \_\_\_\_\_

Occupation and Title \_\_\_\_\_

Employer \_\_\_\_\_

Employer's Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Employer's Phone No. \_\_\_\_\_ How long with current employer? \_\_\_\_\_

If less than three years, please list previous employer \_\_\_\_\_

Will applicant(s) occupy apartment?  Yes  No \_\_\_\_\_ If no, list below who will be living there? \_\_\_\_\_

Occupant's Name \_\_\_\_\_ Relationship to Applicant \_\_\_\_\_

Occupant's Name \_\_\_\_\_ Relationship to Applicant \_\_\_\_\_

Emergency Contact \_\_\_\_\_ Phone No. \_\_\_\_\_

Are pets to be kept in apartment?  Yes  No \_\_\_\_\_ If yes, what kind? \_\_\_\_\_

Special Remarks (any additional information that may help the Board in acting upon this application) \_\_\_\_\_

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

Co-applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

# Financial Statement

Chatham in Chelsea Condominium

c/o ABC Realty

152 West 57th Street, 12th Floor

New York, NY 10019

Telephone: (212) 307-0500

Name

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Current Address

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City

State

Zip Code

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## Assets

Cash in Banks, Money Funds, CMAs, CDs, and Other (Schedule A)

\$

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Securities (Schedule B)

\$

---

Real Estate (Schedule C)

\$

---

Pension Funds (Schedule D)

\$

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Life Insurance (cash surrender value) (Schedule E)

\$

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Escrow Deposit on Apartment

\$

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Other Assets (itemized)

\$

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**Total Assets**

\$

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## Liabilities

Mortgage Payable

\$

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Other Liabilities

\$

---

**Total Liabilities**

\$

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**Net Worth**

\$

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## Income

Salary

\$

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Dividends

\$

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Other Income (Schedule F)

\$

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**Total Income**

\$

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# Financial Statement Schedule

**Chatham in Chelsea Condominium**  
**c/o ABC Realty**  
152 West 57th Street, 12th Floor  
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Telephone: (212) 307-0500

## Schedule A: Cash in Banks, Money Funds, CMAs, CDs, and Other

Name and Address	Type of Account	Cash Balance
		\$
		\$
		\$

## Schedule B: Securities

Description of Security	No. of Shares	Market Value
		\$
		\$
		\$

## Schedule C: Real Estate

Property and Location	Market Value	Mortgage Outstanding
	\$	\$
	\$	\$
	\$	\$

## Schedule D: Pension Funds

Description of Fund	Market Value
	\$
	\$
	\$

## Schedule E: Life Insurance

Insurance Company and Beneficiary	Cash Surrender Value
	\$

## Schedule F: Other Income

Source of Income	Amount Per Annum
	\$
	\$

# List of References

**Chatham in Chelsea Condominium**  
**c/o ABC Realty**  
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Telephone: (212) 307-0500

You must submit five Letters of Reference from the following:

## 1. Your Current Landlord or Managing Agent

Name \_\_\_\_\_ Phone No. \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

## 2. Your Employer (confirmation of salary, length of employment and likelihood of continued employment)

Name \_\_\_\_\_ Phone No. \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

## 3. Personal References from Three Different Persons

Name \_\_\_\_\_ Phone No. \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Name \_\_\_\_\_ Phone No. \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Name \_\_\_\_\_ Phone No. \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

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If you found this apartment through a broker please provide the information below:

Name \_\_\_\_\_ Phone No. \_\_\_\_\_  
Company \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

# Credit Check Authorization

**Chatham in Chelsea Condominium**  
**c/o ABC Realty**  
152 West 57th Street, 12th Floor  
New York, NY 10019  
Telephone: (212) 307-0500

Name \_\_\_\_\_

Date of Birth \_\_\_\_\_ Social Security No. \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone No. \_\_\_\_\_

How long at current address? \_\_\_\_\_

If less than seven years, please list previous addresses for period of up to seven years

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

In connection with my proposed purchase of this property, I authorize the procurement of a credit report on myself. I further authorize all credit agencies, banks, lending institutions and persons to release information they may have about me and release them from any liability and responsibility for doing so. This authorization, in original or copy form, shall be valid for this and any future reports that may be requested. Further information may be available upon written request within a reasonable period of time.

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

# Rules and Regulations

**Chatham in Chelsea Condominium**  
**c/o ABC Realty**  
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## **Below are the 42 Rules and Regulations contained in Schedule A of the Condominium By-Laws:**

- 1.** The Residential Units may be used only for private residential use, except that a Residential Unit Owner may use a portion of his or her Residential Unit for any home occupation use, including as a professional office, permitted under the then existing Certificate of Occupancy covering such Unit, applicable zoning law and ordinances, building code or other rules and regulations of governmental authorities having jurisdiction. In the event that any Residential Unit shall be used for home occupation or professional purposes in conformance with the Declaration and the By-Laws, no patients, clients, or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule. No illuminated or other sign may be used in connection with the aforementioned use without the prior written consent of the Board of Managers. Except as set forth above, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise shall be conducted, maintained or permitted in any part of the Residential Units or Common Elements.
- 2.** No "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising shall be maintained or permitted in any Residential Unit or adjoining Common Elements, nor shall any Residential Unit be rented for transient, hotel or motel purposes. Notwithstanding the foregoing, Sponsor and Sponsor-designees reserve the right to place "For Sale", "For Rent", "For Lease" or similar signs on any unoccupied Units or unsold Units. Notwithstanding the foregoing, Sponsor and Sponsor-designees also shall have the right to place "For Sale", "For Rent", "For Lease" or similar signs on or in the vicinity of the Building. Additionally, as previously set forth, Sponsor, and its designee, reserves the right to maintain and staff one or more vacant and Unsold Units as a sales office and/or model Unit.
- 3.** No portion of a Unit other than the entire Unit may be leased.
- 4.** 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 consent of the Condominium Board or the Managing Agent in each instance.
- 5.** Unless expressly authorized by the Condominium Board in each instance, not less than eighty (80%) percent 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.
- 6.** No window guards or other window decorations shall be used in or about any Residential Unit, except such as shall have been approved in writing by the Condominium Board or the managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior glass surfaces of any windows at the Property, be colored or painted.
- 7.** No exterior shades, window guards, awnings, ventilators, fans or air-conditioning devices or units shall be used or installed in or about any Residential Unit without the prior written approval of the Condominium Board, which approval may be granted or refused in the sole discretion of the Condominium Board nor shall anything be projected out of any window of any Residential Unit without similar approval.
- 8.** Upon request of any Unit Owner, the Board of Managers shall allow the installation of any hook up necessary to provide cable television service to the Units. However, no radio or television aerial shall be attached to or hung by a Residential Unit Owner from the exterior of the Building without written approval of the Board of Managers and nothing shall be projected from any window of a Residential Unit without approval in writing by the Condominium Board or the managing Agent.

**9.** All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

**10.** No Residential Unit Owner shall be allowed to put his or her name on any entry to the Building or entrance to any Unit, except in the proper places approved by the Board of Managers for such purposes. Except as otherwise provided in the Condominium Documents, no sign, notice, lettering or advertisement shall be inscribed or exposed on or at any window, door, or other part of a Residential Unit or adjoining Common Element without prior written approval of the Board of managers, nor shall anything be projected out of any window of the Building without similar prior written approval.

**11.** No exterior of any Residential Unit, including the terraces or the windows or doors thereof or any other portions of the Common Elements shall be painted or decorated by any owner in any manner, and no change shall be made in the design of the balcony rails, without prior written consent of the Board of Managers or except as provided in the By-Laws.

**12.** Plantings on any terrace or balcony shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches from the terrace or balcony surface, and, if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such terrace or balcony, but shall stand on supports at least two inches above such surface. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Residential Unit owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings.

**13.** Each Unit Owner shall keep his or her Unit and its appurtenant Limited Common Elements in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

**14.** All garbage and refuse from the Building shall be deposited with care in plastic bags or other suitable receptacles intended for such purpose only at such times and in such manner as the Board of Managers may direct. No refuse from the Units shall be sent to the basement of the Building, except at such times and in such manner as the Condominium Board or the Managing Agent may direct.

**15.** No clothes, sheets, blankets, laundry, or other articles of any kind shall be hung or shaken from any doors, windows, open terraces or open balconies, or placed upon the window sills, of the Building, and no Unit owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.

**16.** Unit Owners shall be permitted to keep animals as pets provided that any pet does not interfere with the use and enjoyment of the Building by the other Unit Owners. In no event shall dogs or cats be permitted in any of the public portions of the Building unless carried or on a leash. Each Unit Owner who keeps an animal in the Building shall indemnify the Board of Managers and hold it harmless against any loss or liability of any kind or character whatsoever arising from or as a result of having an animal in the Building. Notwithstanding the foregoing, the Board of Managers shall have the right to limit the number of animals kept by a Unit owner or to prohibit an animal which the Board of Managers determines to be interfering with the use and enjoyment of the Building by the other Unit Owners.

**17.** No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

**18.** No Residential Unit shall be used or occupied in such manner as to obstruct or interfere with the enjoyment of occupants or owners for adjoining Units; nor shall any nuisance or immoral activity be committed or permitted to occur in or about any Residential Unit or upon any part of the Common Elements.

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

**20. (a)** All damage to the Building or Common Elements caused by the moving or carrying of any article therein shall be paid by the Unit Owner responsible for the presence of such article.

**(b)** Any Unit Owner moving into or out of the Condominium due to the transfer of title of a Unit must deposit with the Managing Agent the sum of \$500, said sum to be returned after the move or the balance, if any, of said sum to be returned after the repair of any damage caused by said move.

**21.** Any damage to the Building or equipment caused by Unit Owners, Unit Owners' Family Members, their guests, visitors, clients, patients or employees shall be repaired at the expense of the said Unit Owner.

**22.** No Unit Owner shall engage any employee of the Condominium for any private business of the Unit Owner without prior written consent of the Board of Managers.

**23.** No Residential Unit Owner or any Unit Owner's Family Member, visitor, guest, patient, employee or any client of a Unit Owner shall be allowed in the heating, electrical or mechanical equipment areas without the express permission of the Board of Managers.

**24.** No Unit Owner shall interfere in any manner with any portion of the heating or lighting apparatus which are part of the Common Elements and not part of the Unit owner's Unit.

**25.** No Unit Owner shall use or permit to be brought into the Building any inflammable oils or fluids such as gasoline, kerosene, naphtha, benzene, or other explosives or articles deemed extra hazardous to life, limb, or property without in each case obtaining the prior written consent of the Board of Managers.

**26.** Certain parts of the Common Elements are intended for use for the purpose of affording pedestrian movement within the Condominium and for providing access to the Units. No part of the Common Elements shall be obstructed as to interfere with its use for the purposes hereinabove recited. No part of the Common Elements shall be used for general storage purposes, except maintenance storage or where specifically designated as such. Nothing shall be done on or to the Common Elements in any manner which shall increase the rate of hazard and liability insurance covering said area and improvements situated thereon.

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

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

- 29.** No personal articles (including, but not limited to, garbage cans, bottles or mats) and no furniture, artwork, equipment or doormats shall be placed or stored in entrances, hallways, stairways, or other Common Elements. No Residential Unit Owner shall change or alter in any way the design, layout, color scheme or furnishings in entrances, hallways, stairways or other General Common Elements. Notwithstanding the foregoing, a Residential Unit Owner has the right to change the lock on the door to his or her Unit or to add an additional lock provided that such lock has a brushed bronze finished cylinder.
- 30.** There shall be no playing or lounging in the entrances, passages, public halls, elevators, vestibules, corridors stairways, or fire towers of the Building, except in recreational areas or other areas designated as such in the Declaration or by the Condominium Board.
- 31.** The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the General Common Elements devoted to storage, recreation, or service purposes in the Building.
- 32.** Nothing shall be done or kept in any unit or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof, without the prior written consent of the Condominium Board. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any Law.
- 33.** Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, paper, ashes or any other article shall be thrown into the same. Contact the Superintendent about all clogged pipes or other plumbing drainage problems. Do not use chemical drain cleaners or clog removers of any kind (for example, Drano). Chemical clog removers damage the pipes. Any damage resulting from misuse of any water-closets or other apparatus shall be repaired and paid for by the Unit Owner causing such damage.
- 34.** Sponsor or its designee, the agents of the Board of Managers, and any contractor or workman authorized by them, may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration, By-Laws, or Rules and Regulations of the Condominium.
- 35.** The agents of the Condominium Board or the Managing Agent, and any contractor or workman authorized by the Condominium Board or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one days prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.
- 36.** The Condominium Board or the Managing Agent shall retain a pass-key to each Residential Unit. No Residential Unit Owner shall change any lock on any door leading into his or her Residential Unit without the prior written consent of the Board of Managers. As a condition to obtaining such consent, the Residential unit owner must provide the Board of Managers with a key to such changed lock for their use. If a Residential Unit Owner fails to provide the Board of Managers with all keys necessary to gain entrance to such Unit Owner's Unit promptly after such Unit owner moves into his or her Unit, then Sponsor shall be automatically released from any obligation it may have for correcting defects in or making repairs to such Unit. If Sponsor or the Board of Managers must gain access to a Residential Unit for emergency purposes and a Residential Unit Owner has not furnished a key to the Board of Managers as provided in this paragraph, then the affected Residential Unit Owner shall be liable and responsible for any damage to the Common Elements or such Residential Unit caused by Sponsor or the Board of Managers in gaining access to such Unit. Furthermore, if the Residential Unit Owner is not personally present to open and permit an entry to his or her Residential Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the condominium Board or the Managing Agent, then the Condominium Board or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by in officer of the Condominium 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 is given to such Residential Unit Owner's property).

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

**38.** No Unit owner or other occupant of the Building shall use any employee of the Condominium or of the Managing Agent for private business or send any employee of the Condominium or of the Managing Agent out of the Building on any private business without the written consent of the Condominium Board except as a real estate broker for the sale or lease of a Unit.

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

**40.** Complaints regarding the management of the Building and grounds or regarding the action of other Unit owners shall be made in writing to the Board of Managers.

**41.** Please be advised that all common charges and other related condominium charges are due on the first of the month. A grace period of 10 days is granted to all unit owners to ensure that aforementioned payments are received by the condominium in a timely manner. There is a \$50 late fee for any common charge payments received after the 10th of the month it's due. There will also be a \$50 late fee for all other account balance charges received after the 10th of the month, including, but not limited to, architectural, engineering, legal, administrative, and house rules violation fees. Disputes regarding charges must be made in writing to the Board of Managers and sent directly to the managing agent, Ralph Davis at ABC Realty. Otherwise, late fees will compound. We respectfully recommend that you send your checks no later than the first of the month, and that those unit owners who pay on-line to please notify your banks accordingly. Thank you for your anticipated cooperation as your prompt payment of common charges are necessary for the proper cash flow operation of the condominium.

**42.** The Rules and Regulations govern the use of the Units and Limited Common Elements and may be amended from time to time by the Board of Managers.

# Acknowledgement of Rules and Regulations

**Chatham in Chelsea Condominium**  
**c/o ABC Realty**  
152 West 57th Street, 12th Floor  
New York, NY 10019  
Telephone: (212) 307-0500

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

## **Pursuant to the By-Laws of the Condominium:**

I hereby acknowledge that I have received and read the Rules and Regulations of the Chatham in Chelsea Condominium and agree to abide by them.

Agreed to and Accepted by:

X \_\_\_\_\_  
*Purchaser*

X \_\_\_\_\_  
*Purchaser*

# Emergency Contact Information

**Chatham in Chelsea Condominium**  
**c/o ABC Realty**  
152 West 57th Street, 12th Floor  
New York, NY 10019  
Telephone: (212) 307-0500

Name \_\_\_\_\_

Address \_\_\_\_\_ Unit No. \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Home Phone No. \_\_\_\_\_

Work Phone No. \_\_\_\_\_

Cell Phone No. \_\_\_\_\_

Weekend Phone No. \_\_\_\_\_

In the case of an emergency please list two individuals we should contact if you are unavailable:

Name \_\_\_\_\_ Name \_\_\_\_\_

Relationship \_\_\_\_\_ Relationship \_\_\_\_\_

Home Phone No. \_\_\_\_\_ Home Phone No. \_\_\_\_\_

Work Phone No. \_\_\_\_\_ Work Phone No. \_\_\_\_\_

Cell Phone No. \_\_\_\_\_ Cell Phone No. \_\_\_\_\_

Does the Superintendent have a set of keys to you apartment?  Yes  No

**If no, please provide a set to the Superintendent. If keys are not made available a professional locksmith will open your lock at your expense, in the event of an emergency.**

# Window Guard Rider

**Chatham in Chelsea Condominium**

**c/o ABC Realty**

152 West 57th Street, 12th Floor

New York, NY 10019

Telephone: (212) 307-0500

## Annual Notice Protect Your Child from Lead Poisoning and Window Falls

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

### Peeling Lead Paint

By law, your landlord is required to inspect your apartment for peeling paint and other lead paint hazards at least once a year if a child age 6 years or younger (under 7) lives with you.

- You must notify your landlord in writing if a child under 7 comes to live with you during the year.
- If a child under 7 lives with you, your landlord must inspect your apartment and provide you with the results of these paint inspections.
- Always report peeling paint to your landlord. Call 311 if your landlord does not respond.
- Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards.

These requirements apply to buildings with 3 or more apartments built before 1960. They also apply to buildings built between 1960 and 1978 if the landlord knows that lead paint is present.

### Window Guards

By law, your landlord is required to install window guards in all your windows if a child age 10 or younger (under 11) lives with you, or if you request them (even if no children live with you).

- Only windows that open to fire escapes, and one window in each first floor apartment when there is a fire escape on the outside of the building, are legally exempt from this requirement.
- It is against the law for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed.
- Window guards should be installed so there is no space greater than 4½ inches above or below the guard, on the side of the guard, or between the bars.

These requirements apply to all buildings with 3 or more apartments, regardless of when they were built.

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Fill out and detach the bottom part of this form and return it to your landlord.

Please check all boxes that apply.

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

Name \_\_\_\_\_

Address \_\_\_\_\_

Unit No. \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip Code \_\_\_\_\_

Phone No. \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

# Lead Paint Rider

**Chatham in Chelsea Condominium**  
**c/o ABC Realty**  
152 West 57th Street, 12th Floor  
New York, NY 10019  
Telephone: (212) 307-0500

## Lease / Commencement of Occupancy Notice for Prevention of Lead-Based Paint Hazards — Inquiry Regarding Children

You are required by law to inform the owner if a child under seven 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 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 you do not respond to this notice, the owner is required to attempt to inspect your apartment to determine if a child under seven years of age resides there.

If a child under seven 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 seven 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 and Mental Hygiene explaining about lead-based paint hazards when you sign your lease / commence occupancy.

### Check One

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

Occupants Signature _____		Date _____
Name _____		
Address _____		Unit No. _____
City _____	State _____	Zip Code _____
Telephone No. _____		

**(Not Applicable to Renewal Lease) Certification by owner: I certify that I have complied with the provisions of §27-2056.8 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 and Mental Hygiene pamphlet concerning lead-based paint hazards to the occupant.**

Owners Signature _____	Date _____
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### Return This Form To:

Ralph Davis  
ABC Realty  
152 West 57th Street, 12th Floor  
New York, NY 10019

You should keep one copy for your records