

**120 Gramercy Hill Condominium
c/o Salon Realty Corp
316 East 89th Street
NEW YORK, NY 10128**

PROCEDURES TO PURCHASE A RESIDENTIAL APARTMENT UNIT

1. Any Unit Owner receiving an offer to purchase his/her unit must give notice to the Board of Managers, by mail at the following address:

**SALON REALTY CORPORATION
316 EAST 89th STREET
NEW YORK, NY 10128**

2. Said notice shall include the original and one complete set of the following:
- a) Application (form enclosed)
 - b) Financial statement (form enclosed)
 - c) Landlord/Management reference letters
 - d) Letter of reference from employer stating salary, position, length of employment
 - e) Most recent W2
 - f) Fully executed copy of Contract of Sale
 - g) Mortgage commitment
 - h) Completed window guard
 - i) Completed Lead Paint disclosure form
 - j) Acknowledgment of Rules and Regulations of Condo Association
 - k) Designation of Agent Form
 - l) Completed Power of Attorney
3. Checks for the following fees must be enclosed with your application:
- a) Buyer:
 - Processing Fee: \$500 made payable to Salon Realty Corp.
 - Contribution to Reserve Fund: \$1,500.00 certified check made payable to 120 Gramercy Hill Condominium
 - Refundable Move in Deposit: \$2,500.00 certified check made payable to 120 Gramercy Hill Condominium.
 - b) Seller:
 - Non-Refundable Move out deposit \$2,500.00 certified check made payable to 120 Gramercy Hill Condominium.

Part I – Purchase Application Information

Billing Address: _____ Apt#: _____ % Common Interest: _____

Monthly Common Charges: _____ Assessments (If any): _____

Purchase Prices: _____ Down Payment: _____ Amount Financed: _____

Special Conditions (If any): _____

Seller(s)

Name(s): _____ SS#: _____

_____ SS#: _____

Present Address: _____ City: _____ State: _____ Zip: _____

Forwarding Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Cell: _____ Email: _____

Seller's Attorney: _____ Attorney's Firm: _____

Attorney's Phone: _____ Cell: _____ Emails: _____

Attorney's Address: _____ City: _____ State: _____ Zip: _____

Seller's Broker (If any): _____ Phone: _____ Email: _____

Applicant(s) / Purchaser(s)

Purchase Name: _____ SS#: _____

Phone: _____ Cell: _____ Email: _____

Co-Purchaser Name: _____ SS#: _____

Phone: _____ Cell: _____ Email: _____

Purchaser's Attorney: _____ Attorney's Firm: _____

Attorney's Phone: _____ Cell: _____ Email: _____

Attorney's Address: _____ City: _____ State: _____ Zip: _____

Purchaser's Broker (If any): _____ Phone: _____ Emails: _____

Residence History

Purchaser

Present Address: _____ City: _____ State: _____ Zip: _____

Length of Residency: _____ Monthly Rent / Mortgage Payments: _____

Landloans / Managing Agents: _____ Phone: _____ Fax: _____

If owned, list Mortgage Lender and Account Number: _____

Previous Address: _____ City: _____ State: _____ Zip: _____

Length of Residency: _____ Monthly Rent / Mortgage Payment: _____

Landlord / Managing Agent: _____ Phone: _____ Fax: _____

If owned, list Mortgage lender and Account Number: _____

Co-Purchaser

Present Address: _____ City: _____ State: _____ Zip: _____

Length of Residency: _____ Monthly Rent / Mortgage Payments: _____

Landlord / Managing Agents: _____ Phone: _____ Fax: _____

If owned, list Mortgage Lender and Account Number: _____

Previous Address: _____ City: _____ State: _____ Zip: _____

Length of Residency: _____ Monthly Rent / Mortgage Payment: _____

If owned, list Mortgage Lender and Account Number: _____

Employment Information

Purchaser

Employer: _____ Phone: _____ Fax: _____

Business Address: _____ City: _____ State: _____ Zip: _____

Length of Employment: _____ Annual Income: _____

Co-Purchaser

Employer: _____ Phone: _____ Fax: _____

Business Address: _____ City: _____ State: _____ Zip: _____

Length of Employment: _____ Annual Income: _____

Business / Professional References

Applicant:

Co-Applicant:

1. Name: _____

1. Name: _____

Company: _____

Company: _____

Address: _____

Address: _____

Title / Position: _____

Title / Position: _____

Phone: _____

Phone: _____

2. Name: _____

2. Name: _____

Company: _____

Company: _____

Address: _____

Address: _____

Title / Position: _____

Title / Positions: _____

Phone: _____

Phone: _____

Personal References

Applicant:

Co-applicant:

1. Name: _____

1. Name: _____

Address: _____

Address: _____

Relationship to Applicant: _____

Relationship to Applicant: _____

Phone: _____

Phone: _____

2. Name: _____

2. Name: _____

Address: _____

Address: _____

Relationship to Applicant: _____

Relationship to applicant: _____

Phone: _____

Phone: _____

Bank References

Applicant:

Co-Applicant:

Checking Account#: _____

Checking Account #: _____

Bank: _____ Branch: _____

Bank: _____ Branch: _____

Saving Account#: _____

Saving Account #: _____

Bank: _____ Branch: _____

Bank: _____ Branch: _____

Other Account#: _____

Other Account #: _____

Bank: _____ Branch: _____

Bank: _____ Branch: _____

Additional Information

Please list the name and Social Number of each person who will reside in the apartment (other than the applicant(s)/ purchaser(s)).

Name	Social Security No.
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Please answer the following: (If any of these questions are answered "YES", please provide details in the space provided or attach additional pages if needed)

- Are you now, or in the past: five (5) years have you been, privy to any lawsuits or other legal actions? YES NO

Please describe: _____

- Has the applicant(s) and / or occupant(s) ever been convicted of a felony? YES NO

Please describe _____

- Are there any outstanding judgments against you? YES NO

Please describe _____

- Do you intend to finance any part of the purchase? YES NO

If YES, Name & Address of Lender: _____

What are the terms of your loan? _____

- Will any part of the cash payment for the purchase of the apartment be borrowed? YES NO

- Do you plan to keep any pets in the apartment?

If YES, please list and include Species, Breed, Weight, and Age of All animals.

Please describe _____

7. Do you intend to use the apartment for professional or business purposes? YES NO

Please describe _____

Please attach a complete and details financial statement [See part II of this application] for each person whose name will be on the proprietary lease. Include all assets, liabilities including contingent liabilities such as guarantees, and a statement of income and regular expenses such as rent, mortgage payments, taxes, alimony, etc.

This statement should be countersigned by your attorney or accountant attesting to its accuracy, and / or the details of the financial statement should be substantiated by copies of supporting documents, (e.g., stock brokerage statement, loan statement, credit card statement, money market account statement, 401k statement, etc.). Please include bank statement for checking and savings accounts.

Representations / Authorizations

The undersigned purchaser(s) understand(s) that the consent of the condominium association is required under the terms of the by-laws to the proposed transfer thereof and that the board of directors will rely on the information furnished above. The undersigned purchaser(s) also agree(s) to meet in person with representatives of the condominium associations. Purchaser(s) understand(s) that the condominium association reserves the right to request further information from the purchaser(s).

The condominium association, its officers, agents, and board of directors shall have no liability with respect to any matter or concerning any act of the proposed seller in connection with any contact contemplated herein.

The application is submitted on behalf of the current unit owner(s) listed on this application who is recognized as the applicant to whom the condominium association will respond. The purchaser understands that he has no contractual or other relationship with the condominium association and any claims are limited solely to the unit owner(s).

The applicant(s) and purchaser(s) represent(s) to the condominium association, its board of directors, officers, and agents that the purchaser(s) is purchasing the premises for the purpose of occupying same as a principal residence. The purchaser(s) represent(s) that he will not allow any person or persons to occupy the premises except in accordance with the provisions of the by-laws, and rules and regulations of the condominium association as same may be amended from time to time. The purchase(s) further represent(s) that the premises will be occupied only by those persons listed on this application. Said representation will survive the closing.

All the representation and statements made by the applicant(s) and purchaser(s) are made with full knowledge that they will be relied upon by the condominium association, its board of directors, officers, and agents in connection with the application of the applicant(s) and purchaser(s) represent(s) that they are familiar with the by-laws, and rules and regulations of the condominium association, as some have been amended and will comply with all the provisions thereof. The condominium association, its board of directors, officers, and agents may rely upon this representation.

Sellers Signature	Date:	Co-Seller's	Date:
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Purchaser Signature	Date:	Co-Purchaser Signature	Date:
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The undersigned authorizes the condominium association or its agents to retain a credit reporting agency. This agency may obtain, prepare and furnish credit reports on my/our character, general reputation, personal characteristics, and mode of living. (The above complies with Section 605 of the Fair Credit Reporting Act.)

Purchaser Signature	Date:	Co-Purchaser Signature	Date:
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Part II – Financial Information

Purchaser: _____ Co-Purchaser: _____

Address: _____ Address: _____

SOURCE OF INCOME & REGULAR EXPENSES

INCOME (ANNUAL)	Purchaser	Co-Purchaser	EXPENSES MONTHLY	Purchaser	Co-Purchaser
Base Salary	_____	_____	Maintenance	_____	_____
Overtime Wages	_____	_____	Apartment Financing	_____	_____
Bonuses	_____	_____	Other Mortgages	_____	_____
Commissions	_____	_____	Real Estate Taxes	_____	_____
Dividends & Interest income	_____	_____	Bank Loans	_____	_____
Real Estate Income (Net)	_____	_____	Auto Loan	_____	_____
Other Income (itemize)	_____	_____	Credit Card Debit	_____	_____
TOTAL INCOME	_____	_____	TOTAL	_____	_____

ASSETS & LIABILITIES

ASSETS	Purchaser	Co-Purchaser	LIABILITIES	Purchaser	Co-Purchaser
Cash/Money Market Fund (Sched. A)	_____	_____	Notes Payable:		
Contract Deposit Bonds, Stocks,	_____	_____	to Banks	_____	_____
Brokerage Acc (Sched. B)	_____	_____	to Relatives	_____	_____
Investment in Own Business	_____	_____	to Others	_____	_____
Accounts & Notes Receivable	_____	_____	Installment Accounts Payable:	_____	_____
Real Estate Owned (Sched. G)	_____	_____	Automobile	_____	_____
Automobiles (Blue Book Value)	_____	_____	Other	_____	_____
Personal Property & Furniture	_____	_____	Mortgages Payable on Real Estate	_____	_____
Life Insurance (Cash Surrender Value)	_____	_____	Unpaid Real Estate Taxes	_____	_____
Retirement Funds /IRA	_____	_____	Unpaid Income Taxes	_____	_____
401K	_____	_____	Chattel Mortgages	_____	_____
KEOGH	_____	_____	Loans on Life Insurance Policies	_____	_____
Profit Sharing / Pension Plan	_____	_____	Outstanding Credit Card Debt	_____	_____
Other Assets (Sched.D)	_____	_____	TOTAL LIABILITIES	_____	_____
TOTAL ASSETS	_____	_____	Net WORTH	_____	_____

SCHEDULE A

Cash/Money Market Funds (attach additional pages if necessary) – Total should match Cash/ Money Market Funds above.

<u>Financial Institution</u>	<u>Type of Account</u>	<u>Account Balance</u>	<u>Statement Date</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SCHEDULE B

Stocks, Bonds, & Mutual Funds (attach additional pages if necessary) – Total should match Stocks, Bonds, and Brokerage Acc. Line on previous page.

<u>Amount of Shares</u>	<u>Description</u>	<u>Marketable Value</u>	<u>Non-Marketable Value</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SCHEDULE C

Real Estate (attach additional pages if necessary) – Total should match Real Estate line on previous page.

<u>Property Address</u>	<u>Type of Property</u>	<u>Mortgage/Lien Amount</u>	<u>Mortgage Payment</u>	<u>Insur./Maint./ Taxes/etc.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SCHEDULE D

Other Assets (attach additional pages if necessary)

Explanation: _____

IF YOU ARE A PRINCIPAL OF "D", A FAMILY BUSINESS, PLEASE COMPLETE THIS SECTION:

	Purchaser	Co-Purchaser
Dividend or Partnership Income (current year)	_____	_____
Dividend or Partnership Income (previous year)	_____	_____
Dividend or Partnership Income (2 previous years)	_____	_____

The foregoing application has been carefully prepared, and the undersigned hereby solemnly declare(s) and certify(s) that all information contained herein is complete, true and correct. The information is submitted as being a true and accurate of the financial condition of the undersigned on the _____ day of _____, 20 ____.

Purchaser

Date

Co-Purchaser (If any)

Date

**Disclosure of information on Lead-based Paint and / or Lead-Based Paint Hazards
SALES**

Property Address: _____

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 are present in the housing.

(b) Records and reports available to the Purchaser (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 in the housing (list documents below).

(ii) Seller has no records or reports 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	_____ CO-SELLER	_____ DATE
_____ PURCHASER	_____ DATE	_____ CO-PURCHASER	_____ DATE
_____ AGENT	_____ DATE	_____ AGENT	_____ DATE

Notice to Tenant or Occupant

WINDOW GUARDS REQUIRED

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

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

If a child 10 years of age or younger lives in your apartment,

OR

If you ask him to install window guards at any time (you need not give a reason).

It is a violation of law to refuse, interfere with installation, or remove window guards where required, or to fail to complete and return this form to your landlord.

Check one:

- Children 10 years of age or younger live in my apartment.
- No Children 10 years of age or younger live in my apartment.
- I want window guards even though I have no children 10 years of age or younger

Tenant's Name: _____

(Print)

Tenant's Signature: _____

Date: _____

Tenant's Address: _____

Apt#: _____

FOR FURTHER INFORMATION CALL:

Window Falls Prevention Program (212) 676-2158
New York City Department of Health
125 Worth Street, Room 222A
New York, NY 10013

AFFIDAVIT OF COMPLIANCE WITH SMOKE DETECTOR REQUIREMENT FOR ONE-AND TWO-FAMILY DWELLINGS

State of New York }
 } SS.:
 County of }

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

_____ (Street Address) _____ (Unit / Apt. #)
 _____, New York, _____ - _____ (the "Premises");
 (City) (Block) (Lot)

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one-or-two family dwelling and that installed in the Premises is an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g) (The signatures of at least one grantor and one grantee are required, and must be notarized).

_____ Name of Grantor (Type or Print)

_____ Name of Grantee (Type or Print)

_____ Signature of Grantor

_____ Signature of Grantee

Sworn to before me
 This _____ date _____ of 20 _____,

Sworn to before me
 This _____ date _____ of 20 _____,

_____ (Notary Public)

_____ (Notary Public)

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6TH, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE-OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE-OR TWO-FAMILY DWELLING WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

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

State of New York }
 } SS.:
 County of }

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

_____ (Street Address) _____ (Unit / Apt. #)
 _____, New York, _____ - _____ (the "Premises");
 (City) (Block) (Lot)

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one-or-two family dwelling, and that installed in the Premises is an approved and operational carbon monoxide detecting device in compliance with the provisions of Section 378 (5) (a) and Section 378 (5) (d) of the Executive Law concerning carbon monoxide detecting devices;

That they make affidavit in compliance with New York City Administrative Code Section 11-2105 (g) (The signatures of at least one grantor and one grantee are required, and must be notarized).

 Name of Grantor (Type or Print)

 Name of Grantee (Type or Print)

 Signature of Grantor

 Signature of Grantee

Sworn to before me
 This _____ date _____ of 20 _____,

Sworn to before me
 This _____ date _____ of 20 _____,

 (Notary Public)

 (Notary Public)

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

NEW YORK CITY REAL PROPERTY TRANSFER TAX RETURNS FILED ON OR AFTER FEBRUARY 6TH, 1990, WITH RESPECT TO THE CONVEYANCE OF A ONE-OR TWO-FAMILY DWELLING, OR A COOPERATIVE APARTMENT OR A CONDOMINIUM UNIT IN A ONE-OR TWO-FAMILY DWELLING WILL NOT BE ACCEPTED FOR FILING UNLESS ACCOMPANIED BY THIS AFFIDAVIT.

**NOTICE TO TENANT
DISCLOSURE OF BEDBUG INFESTATION HISTORY**

Pursuant to the NYC Housing Maintenance Code, an owner/managing agent of residential rental property shall furnish to each tenant signing a vacancy lease a notice that sets forth the property's bedbug infestation history.

Name of tenant(s):

Subject Premises:

Apt #:

Date of vacancy lease:

BEDBUG INFESTATION HISTORY

(Only boxes checked apply)

- There is no history of any bedbug infestation within the past year in the building or in any apartment.
- During the past year the building had a bedbug infestation history that has been the subject of eradication measure. The location of the infestation was on the _____ floor(s).
- During the past year the building had a bedbug infestation history on the _____ floor(s)
- During the past year the apartment had a bedbug infestation history and eradication measures were employed.
- During the past year the apartment had a bedbug infestation history and eradication measures were not employed.
- Other: _____.

Signature of Tenant(s): _____ Dated: _____

Signature of Owner/ Agent: _____ Dated: _____

Affidavit as to Net Worth and Income

State of New York }
 } SS:
County of New York }

_____, being duly sworn, deposes and state the following:

I/We submit herewith a true statement of my assets, liabilities and current net income. I make this affidavit in order to induce the Board of Managers to approve the following:

1. The transfer to me/us of a percentage of the common element of said association now owned by _____ 120 Gramercy Hill Condo, 120 E. 29th St. New York, NY 10016
2. The borrowing by me of \$ _____ on unit _____ at, 120 E. 29th Street, which now is or thereafter will be owned by me/us.

Prospective Purchaser

Prospective Purchaser

Sworn to me this _____ day of _____, 20 _____

Notary Public

Credit Check Authorization

I, _____, the proposed purchaser of unit # _____, at 120 East 29th Street, hereby authorize Salon Reality Corp, and / or its employees and agents, to obtain a consumer credit report and use it to assist in the evaluation my purchase application.

Name: _____

DOB: _____

Current Address: _____

City: _____

State: _____ Zip: _____

Social Security #: _____

Applicants Signature: _____ Date: _____

Applicants Signature: _____ Date: _____

SCHEDULE A

RULES AND REGULATIONS FOR

120 GRAMERCY HILL CONDOMINIUM

1. Nothing shall be done or kept in any Unit or the Common Elements which will increase the rate of insurance on the Building or contents thereof without the price written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements which will result in the cancellation of insurance on the Building or contents thereof, or which would be in violation of any law. No Unit Owner or occupant or any of its agents, servants, employees, licensees or visitors shall at any time bring into or keep in its Unit or in the Common Elements any hazardous, flammable, combustible or explosive fluid, material, chemical or substance. No waste shall be committed in the Common Elements.
2. All electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.

No radio or television, aerial or satellite dish or other similar device shall be erected on the roof terrace or exterior walls of the Building without obtaining in each instance the written consent of the Board of Managers. Any aerial or dish so installed without such required consent shall be subject to removal without notice at any time.
3. Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of the Building or which would structurally change the Building without the prior written consent of the Board of Managers.
4. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Board of Managers.
5. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the property, shall be complied with 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.
6. No swill, brine, offensive animal matter, noxious liquid, or other filthy matter of any kind, shall be allowed by any person to fall upon or run into any street, or Common Element or be taken to or put therein.

7. There shall be no obstruction of the Common Elements. The entrances, passages, public halls, elevators, vestibules, corridors, stairways and other areas within the Common Elements shall not be used for any other purpose than that for which they are intended. Nothing shall be stored in the Common Elements without the prior consent of the Board of Managers, except as otherwise expressly provided for in writing herein or elsewhere.
8. The agents of the Board of Managers or the managing agent, and any contractor or worker authorized by the Board of Managers or the managing agent, may enter any Unit at any reasonable hour of the day for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures may be necessary to control or exterminate any such vermin, insects or other pests, provided that such right will be exercised in such a manner as will not unreasonably interfere with the normal conduct of business by any Commercial Unit Owner.
9. If any key or keys are entrusted by a Unit Owner or occupant or by his or her agent, servant, employees, licensee or visitor to any employee of the Board of Managers, whether for such Unit or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board of Managers shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.
10. Except to the extent expressly authorized herein or in the By-Laws, no industry, business, trade, occupation or profession of any kind commercial, religious, educational or otherwise, designated for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor shall any "For Sale", "For Rent" or "For Lease" signs or other window display or advertising be maintained or permitted on any part of the Property or in any Unit therein nor shall any Unit be used or rented for transient, hotel or motel purposes. However, and notwithstanding any future amendment or repeal of this Rule, the Sponsor and its designee shall have the right to place "For Sale", "For Rent" or "For Lease" signs on the Condominium Property and on any unsold or unoccupied Units, and to maintain such selling and informational signs as are deemed necessary by Sponsor (or its designee) to sell or lease any Units. No illuminated sign may be placed on the exterior of such Unit on in its appurtenant Limited Common Elements. Except as provided above with respect to the rights of the Sponsor and its designee, no sign, canopy, awning or flag may extend above the top of the first floor of the Building.
11. The Board of Managers or the managing agent may retain a passkey to each Unit. The Unit Owner shall not alter any lock on any door leading to his or her Unit without the written consent of the Board of Managers or the managing agent. If such consent is given the Board of Managers or the managing agent shall be provided with a key.
12. Unit Owners shall, at their sole cost and expense, comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards regarding the collection, sorting, separation, recycling and disposal

of waste products, garbage, refuse and trash (including without limitation, medical, regulated or other hazardous waste). Unit Owners shall sort and separate such waste products, garbage, refuse and trash into such categories as provided by law, and in accordance with the rules and regulations adopted by the Board of Managers of the Condominium for the sorting and separating of such designated recyclable materials. Unit Owners shall comply with the requirement to rinse recyclable bottles and containers before placing them in the designated receptacles, in accordance with all applicable law and regulations. The Board reserves the right, where permitted by law, to refuse to collect or accept from Unit Owners any waste products, garbage, refuse or trash which is not separated and sorted as required by law. Unit Owners shall pay all costs, expenses, fines, penalties or damages which may be imposed on the Board of Managers, the Sponsor or any Unit Owner by reason of the Unit Owner's failure to comply with these provisions and, at the Unit Owner's sole cost and expense, the Unit Owner shall indemnify, defend and hold harmless the Board of Managers, the Sponsor and the other Unit Owners (including legal fees and disbursements) from and against any actions, claims and suits arising from the Unit Owner's noncompliance, utilizing counsel reasonably satisfactory to the Board or the Sponsor, as the case may be, if said party so elects. The Unit Owner shall be liable to the Board of Managers for any costs, expenses or disbursements, including legal fees, which may be incurred by the Board in the commencement and/or prosecution of any action or proceedings by the Board against the Unit Owner, predicated upon the Unit Owner's breach of this paragraph. Unit Owners are advised that local regulations governing recycling make Unit Owners liable for non-compliance.

13. Unit Owners will faithfully observe the procedures established from time to time by the Board of Managers or the managing agent with respect to services provided and management of the Building.
14. Unit Owners may keep dogs, cats or other common household pets in their Units, subject to rules and regulations adopted by the Board of Managers. In no event shall any dog be permitted in any portion of the Common Elements unless carried or on a leash. Notwithstanding any future amendment or repeal of this rule, any Unit Owner who purchased his or her Unit from the Sponsor may continue to keep such common household pets in their Unit, as such pets were owned by such Unit Owner as of the closing date of such Unit.
15. These Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Managers.

Acknowledgement of Rules and Regulations of the Condominium Association

Re: 120 Gramercy Hill Condominium
120 E. 29th St
New York, NY 10016

Dear Board of Managers,

I acknowledge receipt of the Rules and Regulations of the Condominium Association as part of the purchase application given to me. I understand, accept and agree to adhere to and comply with said Rules and Regulations.

Prospective Purchaser

Prospective Purchaser

DESIGNATION OF AGENT FOR SERVICE

THE DESIGNEE MUST HAVE AN ADDRESS WITHIN THE CITY OF NEW YORK

PLEASE NOTE THAT THE DESIGNATION OF AGENT FORM IS USED IN MANY COOPERATIVE/CONDOMINIUM FOR THE FOLLOWING PURPOSE. IF A SHAREHOLDER / UNIT OWNER HAS TO GO ABROAD AND DEFAULTS ON THEIR MAINTENANCE/COMMON CHARGES, THE BOARD CAN SERVE LEGAL DOCUMENTS TO THE PERSON THEY HAVE DESIGNATED TO ACCEPT SAID DOCUMENTS ON THEIR BEHALF.

I, _____, residing at No. _____ Street, City of _____,
State of _____ Do hereby designate _____, residing at No. _____
_____ Street, City of _____, State of New York, as my agent for service pursuant to CPLR
section 318.

Dated: _____ Signature _____

State of _____ }
 SS}
County of _____ }

On this _____ day of _____, 20 ____, before me personally came _____
To me known to be the individual described in and who executed the foregoing instruments and
acknowledge that he/she executed the same.

Notary Public

CONSENT OF AGENT FOR SERVICES

I, _____, residing at No. _____ Street, City of _____ State of New York, the person designated as agent for service pursuant to CPLR section 318 do hereby consent to act as agent under the above designation.

Dated: _____ Signature: _____

STATE OF _____ }
 SS}
COUNTY OF _____ }

On this _____ day of _____ 20_____, before me personally came _____, To me known to be the individual described in end who executed the foregoing instrument and acknowledged that he/she executed the same.

Notary Public

POWER OF ATTORNEY

120 GRAMERCY HILL CONDOMINIUM
120 EAST 29TH STREET
NEW YORK, NEW YORK 10016

The undersigned, _____, the Owner of Unit _____ in the building known as 120 Gramercy Hill Condominium, New York, New York, as designated and described in the Declaration dated _____, 2003, recorded in the Office of the Register Of the City of New York, New York County on _____, 2003 in Reel _____, Page _____ establishing a plan for condominium ownership of said building and the land on which it is erected, to be known as 120 Gramercy Hill Condominium (the "Condominium"), and on the floor plans filed in the Real Property Assessment Department of the City of New York as Condominium Plan No. _____, do hereby irrevocably nominate, constitute and appoint the Board of Managers of the Condominium, and their successors, jointly, true and lawful attorneys-in-fact of the undersigned, with a power coupled with an interest, with power of substitution (1) to acquire, in their own names as members of the Board of Mangers or in the name of their designee, corporate or otherwise by deed, on behalf of all Unit Owners in said Condominium property, in accordance with their respective Common Interests, (a) Any Unit whose owner is the same, the undivided interest in the Common Elements appurtenant thereto, the interest of such Unit therefore acquired by the Board of Managers, or its designee, on behalf of the Unit Owners, or in the proceeds of sale of lease thereof, if any, and the interest of such Unit Owner in all other assets of the condominium (hereinafter collectively called the "Appurtenant Interests"), or (b) any Unit which shall be the subject of a foreclosure or other judicial sale or whose owner desires to surrender or abandon same in accordance with the By- Laws, and (2) to lease any Unit whose Owner desires to rent the same, at such prices or at such rental, as the case may be, and on such other terms, and conditions as said attorneys-in-face shall, in their sole discretion deem proper, and (3) in connection with (1) and/ or (2) above, thereafter to convey, sell, lease, sublease, mortgage (but not to vote the votes appurtenant thereto) or otherwise deal with any such Unit so acquired by them, on such terms and conditions as said attorneys-in-face in their sole discretion determine, granting to said attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present and (4) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Condominium which the Board of Managers of the Condominium deems necessary or appropriate to comply with the Declaration of Condominium, or any law, ordinance or regulation, zoning, resolution. Or requirement of the Department of buildings, the City Planning Commission, the Board of Standards and Appeals, the Landmarks Preservation Commission or any other public authority, applicable to maintenance, demolition, construction, alteration, repair or restoration of the Condominium or (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto affecting the Condominium or the Common Elements, that the Board of Managers deems necessary or appropriate, provided such change is

consistent with Condominium Act and (5) to commence, pursue, compromise or settle tax certiorari proceedings to obtain reduced real estate tax assessments with respect to the Unit for the benefit and on behalf of the Unit Owner and at the expense of the Unit Owner and (6) to act as an agent of each Unit Owner to complain or apply to the Board of Assessment review of the assessing agency by filling a single complaint on behalf of all Unit Owners pursuant to Section 512 of the Real Property Tax Law as same may from time to time be amended or successor statute and to commence and prosecute a special proceeding for the review of assessments of real property as an aggrieved person pursuant to Section 704 of the Real Property Tax Law as same may from time to time be amended or successor statute.

Review of assessments of real property as an aggrieved person pursuant to Section 704 of the Real Property Tax Law as same may from time to time be amended or successor statute.

The Board of Managers may retain legal counsel for the purpose of the proceedings or actions described herein on behalf of all Unit Owners and shall charge all such Unit Owners a pro rata share of expenses, disbursements and legal fees. However, with respect to proceedings or actions described herein pertaining solely to one or more Residential Units, the Board of Managers may retain legal counsel on behalf of all Owners of Residential Units and shall charge all such Residential Unit Owners a pro rata share of expenses, disbursements and legal fees as set forth herein. The Board of Managers shall have a lien pursuant to Section 339(z) of the condominium Act for such charges.

The acts of a majority of the said Board of Managers shall constitute the acts of said attorneys-in-fact.

This Power of Attorney is irrevocable and shall not be affected by the subsequent disability or incompetence of the undersigned.

IN WITNESS WHEREOF, I (we) have (hoc) executed this Power Of Attorney this day of _____
____ 20 _____.

Unit Owner

Unit Owner

STATE OF NEW YORK)
) SS.:
COUNTY OF NEW YORK)

On the _____ day of _____ , in the year 200 , before me, the undersigned, a Notary Public in and for said State, personally appeared _____ , personally known to me or proved to me on basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that _he executed the same in _____ capacity, and that by _____ signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public