

**THE OPERA OWNERS, INC.****Sublet Procedures**

Please be advised that the following information is required for Board review.

Your entire package and all applicable fees must be received before an interview will be scheduled.

1. Sublet Application completely filled out (attached);
2. Original Fully Executed Sublease Agreement;
3. Sublease Rider (Two (2) forms-attached);
4. Financial statement completely filled (attached);
5. Verification of all assets listed on financial statement;
6. Copy of subtenants' last year complete and signed tax return (include W-2 and all schedules);
7. Two (2) Letters of recommendation for subtenant(s);
8. Homeowner Certificate of Insurance naming The Opera Owners, Inc. as additional insured;
9. Window guard/lead paint notice (attached);
10. Proxy must be completed and signed by the owner (attached);
11. House Rules Affidavit (attached); and
12. Credit Report Release Form.

***Fees:***

1. **Sublet fee, which is 14% of the Annual Maintenance paid by the shareholder, made payable to The Opera Owners, Inc., in the form of BANK CHECK or MONEY ORDER ONLY, must be submitted with application;**
2. **One (1) month maintenance (Refundable Deposit) paid by shareholder, made payable to The Opera Owners, Inc. in the form of BANK CHECK or MONEY ORDER ONLY must be submitted with application;**
3. **A check for \$500.00 refundable move-in deposit paid by subtenant, made payable to The Opera Owners, Inc. must be submitted with application. DEPOSIT WILL BE RETURNED AFTER CONFIRMATION OF THE MOVE;**
4. **A check for \$500.00 refundable move-out deposit paid by shareholder, made payable to The Opera Owners, Inc. in the form of BANK CHECK or MONEY ORDER ONLY must be submitted with application. DEPOSIT WILL BE RETURNED AFTER CONFIRMATION OF THE MOVE;**
5. **A non-refundable check in the amount of \$400.00 for the processing of the application, made payable to Halstead Management Company, LLC, must be submitted with application; and**
6. **A check in the amount of \$120.00 for Credit Report, for each applicant, made payable to Halstead Management Company, LLC, must be submitted with application.**

**PLEASE NOTE THAT THE BOARD OF DIRECTORS, WILL NOT REVIEW ANY APPLICATIONS THAT ARE SUBJECT TO THE LEASE STARTING IN LESS THAN TWO (2) WEEKS. PLEASE SUBMIT IN A TIMELY MANNER FOR APPROVAL.**

*One (1) original set and seven (7) collated copies* of the completed package must be submitted to TaJuana Sheppard at Halstead Management Company, LLC, 770 Lexington Avenue, 8<sup>th</sup> Fl., New York, NY 10065.

**WITHOUT ALL THE REQUIREMENTS LISTED ABOVE, THE APPLICATION WILL BE CONSIDERED INCOMPLETE AND WILL NOT BE REVIEWED UNTIL COMPLETE.**

**Incomplete packages will not be accepted. Packages received out of the proper order will be subject to an additional \$100 processing fee.**

If you have any questions regarding the foregoing, please contact TaJuana Sheppard, Closing Coordinator, at 646-454-2966 or [tsheppard@halstead.com](mailto:tsheppard@halstead.com).

Halstead Management Company, LLC and Opera Owners, Inc., assure you that all information submitted will be treated confidentially and its' use will be solely for the consideration of the subletting application.

## Application Information Sheet

**Building Name:** \_\_\_\_\_

**Building Address:** \_\_\_\_\_

**Apt #:** \_\_\_\_\_

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

<u>Subtenant/Tenant:</u>	<u>Shareholder/Unit Owner:</u>
Name:	Name:
Name:	Name:
S.S. #:	S.S. #
S.S. #:	S.S. #:
Address:	Address:
E-Mail:	E-Mail:
E-Mail:	E-Mail:
Home #:	Home #:
Cell #:	Cell #:
Cell #:	Cell #:
Work #	Work #:
Work #:	Work #:
<b><u>Broker:</u></b>	<b><u>Broker:</u></b>
Name;	Name:
Address:	Address:
E-Mail:	E-Mail:
Phone #:	Phone #:
Fax #:	Fax #:
Cell #:	Cell #:

SUBLET APPLICATION  
GENERAL INFORMATION

Apartment Number: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Telephone: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Telephone: \_\_\_\_\_

Applicant's representative, if necessary during emergency:

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

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

Telephone: \_\_\_\_\_

Projected length of occupancy (minium 1yr): \_\_\_\_\_ to \_\_\_\_\_

Projected move-in date: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Owner's Current Address: \_\_\_\_\_

Owner's Telephone#: \_\_\_\_\_

Owner's Future Address: \_\_\_\_\_

Telephone#: \_\_\_\_\_

Legal Representative, if owner will be out of reach during term of sublease:

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

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

Telephone: \_\_\_\_\_

THE OPERA OWNERS, INC.  
2166 Broadway  
New York, New York 10024

APPLICATION TO SUBLET APARTMENT:

Name: \_\_\_\_\_  
Apartment: \_\_\_\_\_ Date: \_\_\_\_\_  
Daytime phone: \_\_\_\_\_ Eve. phone: \_\_\_\_\_

Reason for needing to sublet: (job transfer, etc)

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

Efforts to sell apartment

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

or

Plans to return to City:

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

When this application has been completed please return to Lawrence Properties, 855 Avenue of the Americas, New York City, 10001. Shareholders should allow one month for approval/denial of their application to sublet. An additional two weeks should be allowed for the approval of subtenants. The two weeks begins when all proper documentation has been received by Lawrence Properties.

## SUBLEASE AGREEMENT

The parties agree as follows:

- |  |   |
|--|---|
| <b>Date of this Sublease:</b>                  | 19  |
| <b>Parties to this Sublease:</b>               | Overtenant:<br>Address for notices:<br><br>You, the Undertenant:<br>Address for notices:  |
| <b>Information from Over-Lease:</b>            | If there are more than one Overtenant or Undertenant, the words "Overtenant" and "Undertenant" used in this Sublease includes them.<br><br>Landlord:<br>Address for notices:<br><br>Overtenant:<br>Address for notices:<br><br>Date of Over-Lease: 19   |
| <b>Term:</b>                                   | Term: from: 19 to: 19<br>A copy of the Over-Lease is attached as an important part of the Sublease.<br><br>1. ending: 19 years: 19 months: Beginning: 19  |
| <b>Premises rented:</b>                        | 2.  |
| <b>Use of premises:</b>                        | 3. The premises may be used for _____ only.   |
| <b>Rent:</b>                                   | 4. The yearly rent is \$ _____. You, the Undertenant, will pay this yearly rent to the Overtenant in twelve equal monthly payments of \$ _____. Payments shall be paid in advance on the first day of each month during the Term.   |
| <b>Security:</b>                               | 5. The security for the Undertenant's performance is \$ _____. Overtenant states that Overtenant has received it. Overtenant shall hold the security in accordance with Paragraph _____ of the Over-Lease.  |
| <b>Agreement to lease and pay rent:</b>        | 6. Overtenant sublets the premises to you, the Undertenant, for the Term. Overtenant states that it has the authority to do so. You, the Undertenant, agree to pay the Rent and other charges as required in the Sublease. You, the Undertenant, agree to do everything required of you in the Sublease.  |
| <b>Notices:</b>                                | 7. All notices in the Sublease shall be sent by certified mail, "return receipt requested".   |
| <b>Subject to:</b>                             | 8. The Sublease is subject to the Over-Lease. It is also subject to any agreement to which the Over-Lease is subject. You, the Undertenant, state that you have read and initialed the Over-Lease and will not violate it in any way.   |
| <b>Overtenant's duties:</b>                    | 9. The Over-Lease describes the Landlord's duties. The Overtenant is not obligated to perform the Landlord's duties. If the Landlord fails to perform, you, the Undertenant, must send the Overtenant a notice. Upon receipt of the notice, the Overtenant shall then promptly notify the Landlord and demand that the Over-Lease agreements be carried out. The Overtenant shall continue the demands until the Landlord performs. |
| <b>Consent:</b>                                | 10. If the Landlord's consent to the Sublease is required, this consent must be received within _____ days from the date of this Sublease. If the Landlord's consent is not received within this time, the Sublease will be void. In such event all parties are automatically released and all payments shall be refunded to you, the Undertenant.  |
| <b>Adopting the Over-Lease and exceptions:</b> | 11. The provisions of the Over-Lease are part of this Sublease. All the provisions of the Over-Lease applying to the Overtenant are binding on you, the Undertenant, except these:<br>a) These numbered paragraphs of the Over-Lease shall not apply:<br><br>b) These numbered paragraphs of the Over-Lease are changed as follows:   |

**No authority:** 12. You, the Undertenant, have no authority to contact or make any agreement with the Landlord about the premises or the Over-Lease. You, the Undertenant, may not pay rent or other charges to the Landlord, but only to the Overtenant.

**Successors:** 13. Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to the rights or take the place of the Overtenant or you, the Undertenant. Examples are an assign, heir, or a legal representative such as an executor of your will or administrator of your estate.

**Changes:** 14. This sublease can be changed only by an agreement in writing signed by the parties to the Sublease.

**Signatures:** OVERTENANT:  
.....  
.....  
You, the UNDERTENANT:  
.....  
.....  
Witness:  
.....  
.....

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ ss.:  
On 19 \_\_\_\_\_ before me personally appeared

to me known and known to me to be the individual(s) described in and who executed the foregoing Sublease, and duly acknowledged to me that he executed the same.

**GUARANTY OF PAYMENT WHICH IS PART OF THE SUBLEASE**

**Date of Guaranty:** 19 \_\_\_\_\_

**Guarantor and address:**

**Reason for Guaranty:** 1. I know that the Overtenant would not rent the premises to the Undertenant unless I guarantee Undertenant's performance. I have also requested the Overtenant to enter into the Sublease with the Undertenant. I have a substantial interest in making sure that the Overtenant rents the premises to the Undertenant.

**Guaranty:** 2. The following is my Guaranty:  
I guaranty the full performance of the Sublease by the Undertenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.

In addition, I agree to these other terms:

**Changes in Sublease have no effect:** 3. This Guaranty will not be affected by any change in the Sublease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will be binding even if I am not a party to these changes.

**Waiver of notice:** 4. I do not have to be informed about any failure of performance by Undertenant. I waive notice of non-payment or nonperformance.

**Performance:** 5. If the Undertenant fails to perform under the Sublease, the Overtenant may require me to perform without first demanding that the Undertenant perform.

**Waiver of jury trial:** 6. I give up my right to trial by jury in any claim related to the Sublease or this Guaranty.

**Changes:** 7. This Guaranty of payment and performance can be changed only by written agreement signed by all parties to the Sublease and Guaranty.

**Signatures:** GUARANTOR:  
.....  
.....  
WITNESS:  
.....  
.....

Apartment Number:	0
Date Submitted:	0
Applicant(s):	0
	0

Information, Part I

	Applicant	Co-Applicant
Name:	0	0
<b>Current Address</b>		
Street Address 1:		
Street Address 2:		
City, State Zip:		
Telephone Number:		
At current address since:		
Do you own or rent?		
Current monthly rent or maintenance:		
<b>Current Landlord or Managing Agent</b>		
Name:		
Firm:		
Street Address 1:		
Street Address 2:		
City, State Zip:		
Telephone Number:		

<b>Previous Address (if at current address for less than three (3) years).</b>		
Street Address 1:		
Street Address 2:		
City, State Zip:		
<b>Previous Landlord or Managing Agent</b>		
Name:		
Firm:		
Street Address 1:		
Street Address 2:		
City, State Zip:		
Telephone Number:		

<b>Present Employer</b>		
Name		
Street Address 1:		
Street Address 2:		
City, State Zip:		
Nature of Business:		
Position Held:		
Length of employment:		
<b>Employer's Representative for verifying salary and employment</b>		
Name		
Telephone Number:		

Number and ages of all dependents:

--



Apartment Number:

Date Submitted:

Applicant(s):

**Income and Cash Flow Statements**

Sources of Income, Last Year	Applicant	Co-applicant
Name:		
Base Salary		
Overtime Wages		
Bonus and Commissions		
Dividends and Interest Income		
Real Estate Income (Net)		
Other Income		
<b>Total</b>		
<b>Combined Total:</b>		<input type="text"/>

Sources of Income, Current Year	Applicant	Co-applicant
Name:		
Base Salary		
Overtime Wages		
Bonus and Commissions		
Dividends and Interest Income		
Real Estate Income (Net)		
Other Income		
<b>Total</b>		
<b>Combined Total:</b>		<input type="text"/>

Projected Average Monthly Expenses for the coming year	Combined
Maintenance	
Apartment Financing	
Other Mortgages	
Taxes	
Bank Loans	
Auto Loans	
Other	
<b>Total</b>	









# HOUSE RULES

THE OPERA OWNERS, INC. 2166 BROADWAY NEW YORK, NY 10024

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Pursuant to Article II, Section 8, of the by-laws of The Opera Owners, Inc.(hereafter "the corporation"), the board of directors hereby promulgates and publishes these HOUSE RULES, binding upon all shareholders, tenants, sub-tenants and occupants of the building (hereafter "resident" or "residents"). These HOUSE RULES were approved by the board of directors on, March xx, 2011, and are effective as of that date, superseding previous versions of this document

**The Opera Board of Directors**

**5/16/2011**

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## **1. INTRODUCTION**

Whenever a sizable collection of people live so close to each other and share much of the same space, a common respect for standards and expectations can prove beneficial. With that in mind, the board of directors offers this set of house rules as a guide to living in our building. While the following list may at first glance appear overbearing, all of the items here are rooted in common sense and general courtesy. Everyone connected with the Opera, shareholders, residents, and building staff alike should read through the house rules and understand them. If you employ a nanny, housekeeper or other paid help, please make sure they are familiar with the parts of the house rules that apply to them, particularly use of the hallways and lobbies, laundry rooms and garbage/recycling facilities.

## **2. DOORMEN RESPONSIBILITIES / BUILDING SECURITY**

A doorman is in attendance in the lobby 24 hours a day, seven days a week. The doorman's primary responsibility is to provide security by controlling access to the building and monitoring the building's systems. The doorman is responsible for announcing all visitors, contractors and deliveries. He accepts packages and alerts the superintendent of any alarms. His additional duties can include, when time permits, assisting residents entering or leaving the building, but only when he is not occupied with his primary duties.

If you have an emergency, notify the doorman. He will get in touch with the superintendent, the managing agent, or other parties as necessary. The doorman may be reached via the intercom from within the building or by calling the telephone at the doorman's desk. The number is 212 769-4151. This telephone may not be used for the convenience of workers, visitors or residents who are waiting in the lobby. It is understood that occasional calls to delayed car services may be necessary.

Please furnish the doorman with your current home and office telephone numbers. This enables the doorman to contact you if any emergency occurs involving your apartment. The doorman maintains this information in confidence at the front desk. Additionally, please advise the superintendent when you are going away for an extended period.

In the interest of security, all visitors should stop at the doorman's desk and wait to be announced. If you want a house guest, household help or other person to have access to your apartment when you are not there, please complete an authorization form available at the desk. It will be added to the doorman's book of those people authorized to enter apartments.

### **3. KEYS**

All residents are required to supply the superintendent with a copy of the key(s) to their apartments for use in emergencies. If the keys are not made available, and emergency access is necessary (e.g. flood or fire), the corporation shall not be responsible for any damage caused by gaining access to apartments. These keys can also act as your back-up keys in case of emergency loss.

There is a coded key system at the Concierge Desk. The emergency keys are coded for security reasons and are signed in and out by front desk staff. Keys will be given out to building staff only with the resident's permission or in the event of an emergency.

Residents may request front desk staff to hold only one (1) additional set of spare keys for access by house guest or household help. Spare keys will be safeguarded, and signed in and out by the front desk staff.

### **4. LOBBY, PUBLIC HALLWAYS AND STAIRWAYS**

- i. The lobby shall be used principally for residents and their guests while waiting to meet others. Visitors should not wait in the lobby for more than fifteen minutes. The lobby shall not be used as an office for real estate brokers and their clients. The lobby shall not be used as a babysitting or playroom area, which experience has proven to be distracting to the doorman and causes a loss in the overall security of the building. Please do not allow children to climb or walk on the lobby furniture or shelf in front of the mailbox. Such use results in unnecessary wear and tear on the lobby furniture, carpeting, walls and fixtures.
- ii. In compliance with New York City fire codes, no bicycles, scooters, or strollers may be left in the lobby or in the storage closet under any circumstances. Guests arriving on bicycles must take their bicycles into the apartment they are visiting.
- iii. In order to evacuate residents safely in the event of a fire or other emergency, the public halls and stairways of the building must be kept clear of any and all obstructions. Please do not leave bicycles, shopping carts, umbrellas, umbrella stands, shoes, or strollers in the hallways. Doormats are not permitted in public hallways because they represent a tripping hazard, and can potentially hinder emergency evacuation from the building. Furthermore, doormats add to the labor required to clean the hallways. Any items left in the hallways or other public areas shall be subject to removal by the building staff, at the cost and expense of the lessee responsible for leaving such articles/objects.

- iv. No one shall post any bills, announcements, notices, advertisements or the like on any public wall, including in the elevators. Bulletin boards in the laundry rooms are the appropriate place for such postings. The board of directors reserves the right to remove any postings it deems out of order.
- v. Children and pets are not allowed to play in the public hallways, stairways, elevators or lobby. No one is allowed to ride bicycles, scooters, skateboards, roller skates or in-line skates in the public hallways, stairways elevators, or lobby. Neither eating nor drinking is permitted in the public hallways, stairways, elevators or lobby.

## **5. BASEMENT STORAGE ROOM**

- i. Shareholders must keep keys to the basement storage room secure.
- ii. All storage is at the shareholder's risk
- iii. The placement of any personal property outside of locked storage cages is prohibited. Items being stored in the basement storage room must be kept inside storage cages. Items cannot be stored on top of the storage cages because they can cause damage to the cages. Items on the floors adjacent to the cages pose potential fire and access hazards.
- iv. Shareholders are to use only the bicycle hooks assigned to them and only store bicycles on the hooks.

## **6. SMOKE NUISANCE - COMMON AREAS**

Smoking is not permitted in the common areas of the building, including the elevators, hallways, stairwells, lobby, laundry room and storage rooms. New York City law requires that anyone entering the building or leaving an apartment must extinguish all cigarettes, pipes and cigars.

## **7. SMOKE NUISANCE - INDIVIDUAL APARTMENTS**

Smoking is discouraged in individual apartments because smoke seeps into adjoining units through ventilation systems, cracks in the walls, electrical outlets and plumbing pipes. Smokers are encouraged to purchase smokeless ashtrays, purchase and operate an air purifier or smoke digesters, reset molding and caulking and seal all holes and cracks that may allow tobacco smoke to enter a neighbor's home.

If complaints are received from neighboring apartments and a smoker refuses to remediate a secondhand smoke condition, the board can do so by obtaining a court order to compel the

smoker to give access to the apartment and then performing the necessary work, all at the lessee's cost and expense, including payment of the legal fees incurred by the board to obtain an access order from the court.

## **8. DECORATIONS**

Residents may place decorations on apartment doors. However, decorations should be affixed so as to avoid damaging the paint. Residents will be responsible for any necessary repairs. No wall hangings or decorations of any kind are permitted on the walls of the hallways. All decoration of common areas will be the sole responsibility of the board of directors and its decorating committee.

Anyone who wishes to become an active member of that committee should speak to a board member or the managing agent.

## **9. FIRE SAFETY, SMOKE and CARBON MONOXIDE DETECTORS**

New York City law requires annual distribution of a Fire Safety Plan. If you do not have a copy of the current plan, please request one from the managing agent. Please read it and become familiar with the procedures and safety tips listed within it.

Residents are encouraged to develop their own emergency plans that include preparing escape routes and meeting places.

Every apartment must have smoke and carbon monoxide detectors. It is the responsibility of all residents to ensure that batteries are replaced as needed - at least every six months. As a reminder, we suggest this be done at the same time as clocks are changed in the Spring and Fall.

To test the battery, depress the test button a full 30 seconds. It should then sound an alarm briefly. If you think you hear "chirping crickets" occasionally, they may be traced to the detector, which is signaling that the batteries are weak and/ or need replacing. Please contact the Superintendent if help is required or if you are unable to check the detector, or have questions whether or not the unit is operational. In addition, residents should maintain an individual fire extinguisher in every apartment. Experts recommend an ABC Multi-Purpose Extinguisher, a 2-pound all-metal unit with mounting bracket.

## **10. WINDOW GUARDS**

New York City law permits residents to request that the corporation install window guards in apartments. The charge for such installation is \$10.00.

## **11. POLICE AND ALL OTHER EMERGENCIES**

If an emergency requires the presence of the police, please notify the doorman or superintendent as soon as possible. Advise the doorman or superintendent when an ambulance is coming so immediate service may be rendered when arriving or leaving the building.

## **12. LAUNDRY ROOMS**

A washing machine and dryer are available on every floor. All loads must be completed and removed from the machines by 11:00 p.m. Please carry all detergent and bleach in sealed containers and not in open cups to avoid spilling on the hallway carpets. Clean the dryer lint filter after each use and clean any detergent or debris that may have resulted from your use of the facility. Please remove laundry from the washer or dryer promptly so that others may begin their loads. Users may only pay for one load per machine at a time and may not prevent others from accessing machines when their load is completed.

As an energy/cost saving measure, please keep the light off when you are not in the laundry room. The corporation shall have the right to curtail the usage of the laundry rooms and to change the rates of the machines.

## **13. GARBAGE / RECYCLING**

A small room providing access to the garbage compactor chute and space for storing recyclables can be found at the end of the hallway on each floor. In order to help keep the hallway carpets clean, please do not carry any wet, dripping garbage down the hallway. All garbage should be securely wrapped or bagged in small, drip-free packages that fit easily into the hopper panel. Please make sure that what you place in the hopper actually falls down the chute.

New York City law requires that certain items be separated for recycling. The laws governing exactly what is recycled change from time to time. The following link contains up to date details. [http://www.nyc.gov/html/nycwasteless/html/recycling/recycle\\_what.shtml](http://www.nyc.gov/html/nycwasteless/html/recycling/recycle_what.shtml)

The managing agent will update residents on the current requirements. Recycling bins are provided in each compactor room to enable proper sorting of recyclable materials. These bins are not to be used for food garbage, such as pizza boxes. In order to prevent infestation by roaches and vermin, please rinse all recyclable bottles, cans and other containers before leaving them in the bins.

Notwithstanding the current prevailing recycling requirements, never throw any glass down the compactor chute. Glass dropped down to the compactor in the basement will break and is dangerous for the building staff to handle. Please leave whole glass cans and bottles in the

recycling bin. Please place any broken glass in separate bags, clearly label them and leave the bags on the floor of the garbage room.

The following additional items should never be thrown down the compactor chute: camphor balls or flakes, floor scrapings, oil soaked rags, empty paint or aerosol cans, carpet sweepings containing naphthalene or any other inflammable, explosive, highly combustible substances or lighted cigarettes or cigar stubs. Separate and identify these bags and leave them on the floor inside the garbage room. Vacuum cleaner bags may never be emptied into the chute. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then placed in the chute. Cat litter must never be flushed down the toilet. Because bags of cat litter thrown down the compactor chute have a tendency to burst on impact, and cleaning the compactor in the basement of used cat litter is problematic (to put it mildly), please do not drop bags of used cat litter down the compactor chute. Instead, leave properly tied bags of cat litter on the floor next to the recycling bins. The compactor chute rooms are emptied twice a day.

Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into the hopper opening. Small items of this nature may be left in a neat manner in the compactor chute room. Bulky items should be left neatly along the wall opposite the passenger elevator between 10:00 a.m. and 5:00 p.m. Please notify the doorman who will summon a porter to dispose of this material as quickly as possible. Alternately, bulky items may be brought to the basement and placed in the corner to the left of the elevator doors. Do not place bulky items opposite elevators after 5PM or overnight. These items will create a fire hazard in case of an emergency.

Large items such as furniture, mattresses, appliances, or construction materials shall not be disposed of in the compactor room or left in the public corridor, stairwell, lobby or street. It is the Lessee's responsibility and expense to contact the superintendent to arrange and coordinate all such removals on days, location and conditions as the superintendent may deem necessary or appropriate.

Notify the superintendent of any drippings or moist refuse appearing on the floor in your compactor chute room.

#### **14. LUGGAGE CART**

The luggage cart is provided as a courtesy to the residents to assist transporting unwieldy everyday items, such as luggage or groceries, in and out of the building. The luggage cart is not be used for moves into or out of apartments. So that other residents may have use of the cart, please return it to the lobby as soon as you are done with it. Do not monopolize the cart by leaving it loaded in the lobby while taking inordinate time to retrieve or return your vehicle or run other errands. While it is not always possible to park immediately in front of the building, do

not take the cart far from the premises. For their safety, children are not allowed to play on or ride on the luggage cart. (Neither are adults, for that matter.)

## **15. DELIVERIES**

In general, only those objects that can be carried by one person are allowed through the lobby. Examples of what this means include groceries or objects transported via The Opera Owners, Inc. the luggage cart. All other deliveries are to be made via the 76th street entrance by prior arrangement with the superintendent. Residents must give the superintendent and/or building staff 48 hours notice of any deliveries or removal of large items of furniture such as sofas, pianos, free standing items of cabinetry, or heavy duty appliances, plumbing fixtures, etc.

Freight deliveries must be made from 9:00 a.m. to 4:00 p.m., Monday through Friday, not including legal holidays. The doorman shall not permit delivery personnel into the elevators before receiving authorization by the shareholder or resident.

Packages requiring a receipt may be accepted and signed on behalf of the recipient by the doorman only if the resident has previously signed an authorization and waiver form, available at the front desk. The corporation, its managing agent or any employees shall have no liability for the loss, damage or misplacement of any letter(s), parcel(s), or deliveries left with the doorman or at the doorman's desk. Parcels or deliveries left in the care of one of the above individuals are left entirely at the resident's risk and should be retrieved promptly.

Delivery people shall not leave menus or other advertisements under any apartment doors. Establishments violating this policy may be prohibited from entering the building and residents will have come to the lobby to accept delivery. If you find a menu or other advertisement under your door, kindly report it to the doorman. He will contact the offending establishment to advise them of our policy.

## **16. COLLECTION OF RENT - MAINTENANCE**

Statements of account are distributed to shareholders on or about the 21st of each month. Payment of rent-maintenance and other required charges is due on the first of each month. Accounts not settled by the 10th day of the month will incur a late fee of \$100.00. The corporation will continue to impose a late fee every month until all payments are received and balance due is zero.

The corporation shall impose a \$50.00 charge on the account of any resident whose check is not honored by the corporation's bank due to insufficient funds or any other reason.

## **17. ELECTRIC BILLS**

All apartments are sub-metered, and charges for use of electricity appear as part of the monthly maintenance statement. Please make all payments to the corporation. Do not send payments to the meter-reading company. Meters are read on or about the 26th of each month.

## **18. NOISES**

No resident shall make or permit any disturbing noises in the building or do or permit anything which will interfere with the rights, comfort or convenience of any other resident. No resident shall play upon or suffer to be played upon any musical instrument or permit to be operated electronic musical equipment, radio, television, sports equipment or Jacuzzi in an apartment between the hours of 11 :00 p.m. and the following 8:00 a.m., if the same shall disturb or annoy any other resident of the building.

Unless expressly authorized by the corporation in each case, the floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material, to the extent of at least eighty (80%) percent of the floor area of each room, excepting only kitchens. If noise problems persist, the corporation may require resident to take such further steps, at the shareholder's cost and expense to eliminate such noise problems, including without limitation, professional noise insulation and one hundred percent (100%) carpeting.

## **19. AWNINGS AND AIR CONDITIONING UNITS**

No awnings, window air-conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the corporation or the managing agent, nor shall anything be projected out of any window of the building without similar approval.

Only professional installers may be used to install or remove air conditioning units. Such installers must mount air-conditioning units using appropriate brackets to 1) accommodate the weight of the unit; 2) provide the proper tilt to allow accumulated water to flow back to the condenser to evaporate; and to 3) ensure that the unit will not fall out of the window. Shareholders, residents, the corporation, the managing agent or anyone other than a professional installer are expressly prohibited from installing or removing air conditioning units. You may contact the managing agent for a list of air conditioner installers. If you select your own installer, the corporation recommends that such contractor be specifically trained in the proper installation and/or removal of air conditioning units and is associated with a reputable air conditioner or appliance store where they are bonded and insured for the work. A written copy of this work must be submitted to the superintendent for review and kept on file.



## **20. CLEANING**

No article shall be hung or shaken from the doorways, windows, terraces, or balconies or placed upon the windowsills of the building.

## **21. SIGNS**

No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall have been approved in writing by the corporation or the managing agent.

## **22. PLANTINGS, TERRACES AND BALCONIES**

Because the paving stones on the terraces, balconies and roofs have a weight limit of 40 pounds per square inch, the corporation may restrict the size of plantings allowed there, or order their removal. In order to ensure proper drainage, plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace, balcony or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in 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. It shall be the responsibility of the resident to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.

No barbecuing, grilling or cooking of any kind is permitted on balconies or terraces.

## **23. SERVICE STAFF**

Residents must not use the services of any building employee during the employee's working hours, except in connection with the employee's regular duties. Residents may request building employees to repair minor problems or provide painting services subject to the approval of the superintendent. At no time shall building staff install air conditioners, stoves, dishwasher and the like. Such major work must be attended to by licensed workers with the appropriate paperwork filed and approved by the corporation and the managing agent prior to the commencement of the project. Contact the superintendent to discuss the extent of the work to be done.

## **24. EXTERMINATOR SERVICES**

Exterminator services are available monthly at the expense of the corporation. Let the doorman know if you are interested in this service.

The agents of the corporation, and any contractor or worker authorized by the corporation, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects, or other pests. If the corporation takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the resident, as additional rent.

## **25. ENERGY CONSERVATION, RADIATORS**

Home heating and cooling costs and comfort may be better managed with proper insulation and sealing air leaks. Shareholders should have window air conditioning units removed after the summer cooling season. If this is not possible, side panels used to fill the gap adjacent to the A/C's should be completely sealed to prevent air and water infiltration into the apartment. Shareholders are encouraged to replace old and drafty windows with thermally efficient ones.

The valves attached to the radiators are designed to cut off the flow of water in case of a leak or other emergency. Please leave all radiator valves in their full open position to maintain even pressure throughout the system. Closing or partially closing these valves creates pressure imbalances, which is the cause of banging noises in the pipes. Do not attempt to regulate the level of heat by turning the valve closed.

Hot water is a large expense for the Opera: We have a vested interest in reducing costs by reducing the entire property's hot water consumption. Residents may contribute by addressing leaky faucets, installing aerating, low-flow faucets and showerheads in their units and using cold-water setting when washing clothes. Please run dishwashers when full and use the energy saving control if available. Wash and dry clothes when there is a full load. Clean the lint filter in the dryer after each load to improve air circulation.

## **26. TOILETS AND SINKS**

Toilets, sinks and other waste apparatus in the building shall not be used for any purposes other than those for which they were constructed. Sweepings, rubbish, dental floss, rags or any other articles must not be thrown into toilets, sinks or other water apparatus. The cost of repairing any damage resulting from misuse of these fixtures or other apparatus shall be paid for by the lessee

causing such damage. Drain filters, which are inexpensive and easily obtainable, are a good way to avoid costly plumbing repairs.

Please remember not to flush anything other than biodegradable toilet paper in the toilets and do not pour grease down the kitchen drains. Cat litter and thick toilet wipes, baby wipes, dental floss, personal hygiene items, Q-tips, rubber gloves (just some items that were removed from the pumps) and grease will cause the sump pumps and main sewer lines to clog resulting in costly damages.

## **27. PETS**

The corporation may ask any resident to give up a pet or pets, if, in the corporation's opinion, such pet(s) constitute a nuisance or are otherwise found disruptive or objectionable. In such event, the resident shall promptly remove the pet(s) from the building. In no event shall dogs or cats be permitted in elevators or in any of the public portions of the building unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills, terraces or balconies or other public portions of the building, or on the sidewalks or street adjacent to the building.

## **28. SOLICITING**

No soliciting is permitted in the building. If you discover anyone soliciting or leaving menus or advertisements in common areas or under apartment doors, please notify the doorman immediately.

## **29. GROUP TOURS**

No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the consent of the board of directors or the managing agent.

## **30. ANTENNAS**

No radio or television antenna or similar apparatus shall be attached to or hung from the exterior of the building without the prior written approval of the corporation or the managing agent.

### **31. ACQUISITION**

No purchaser of an apartment may finance more than seventy five (75%) percent of the acquisition price. The corporation's consent to financing shall be subject to the requirements of the board of directors.

### **32. REFINANCING**

The refinancing of apartments shall be subject to the requirements of the board of directors.

No loan shall in any event be for more than 75% of the appraised value of the apartment. The "appraised value" shall mean the amount contained in a written appraisal prepared by a licensed real estate broker acceptable to the corporation, provided such appraised value shall be consistent with the average sales of comparable apartments in the building determined by information supplied by the corporation to the appraiser. Notwithstanding the foregoing, if the loan is for the same or less than the amount of the loan existing on the apartment, then the appraised value will not be relevant in the Corporation's decision.

Applications to refinance are available from the managing agent. The board of directors will not consider any refinance application from any shareholder whose account is in arrears.

### **33. HOMEOWNER'S INSURANCE**

All shareholders are strongly encouraged to obtain homeowner's insurance. Shareholders are personally responsible for any loss or damage resulting from conditions within their apartments, including but not limited to water leaks, gas leaks, falling debris, cracks in walls or ceilings caused by vibrations or impact, etc., unless the shareholder can show that such conditions were explicitly caused by circumstances outside to their apartments. Shareholders are responsible for such liabilities regardless of whether they result from any action taken by the shareholder or any occupant of their apartment. Shareholders who experience loss or damage from conditions in another apartment are responsible for seeking compensation from the apartment's lessee or the lessee's insurance carrier.

### **34. REPAIRS OR ALTERATIONS**

Shareholders desiring to undertake renovations, construction, demolition, alterations, or decoration work in their apartments must first contact the managing agent, who will explain the procedure and required approvals, including approval by the board of directors. Shareholders may be required to complete and sign an alteration and indemnification agreement, a request for approval of plumbing and electrical work and to deliver a certificate of insurance from all contractors and must comply with the federal disclosure regulation on lead based paint. Where

major structural alterations are planned, shareholder shall submit architectural plans for approval by the building's architect. The corporation will bill the shareholder for the building architect's work on such reviews.

Examples of work requiring written approval include (but are not limited to): alterations, additions or removals attaching to or any way affecting building partitioning, ceiling, floor, structural support, facade or windows, electrical and plumbing systems, plumbing fixtures. Once such work has been approved and commenced, shareholders and their contractors shall adhere to these house rules and to the directions of the superintendent, managing agent and building architect or engineer.

Unauthorized construction work puts shareholder in default of the proprietary lease and may result in the cancellation thereof. Upon demand by the corporation or the managing agent, unauthorized construction work shall be immediately removed and the apartment restored to its original condition by the shareholder at the shareholder's sole cost and expense. Unauthorized construction can carry a penalty of \$100.00 per day from the date of notification of non-compliance until the construction is halted or proper consent is issued. Additionally, the shareholder will be responsible for the corporation's fees in connection with the default including without limitation, fees of contractors, architects, electricians, engineers, plumbers and attorneys.

Renovations, construction, alterations, decoration work and repairs either by residents or outside contractors may be done between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday, not including legal holidays.

All contractors working in the building are required to cover hallway carpeting with clean masonite and brown paper. Walls must be protected when contractors are bringing supplies in and out of apartments. Nothing is to be left leaning on the wallpaper. Any damage done to the hallways during apartment renovations will be repaired by the corporation and billed to the shareholder or deducted from the renovation deposit. Shareholders are kindly requested to inform their contractors of these requirements. All contract laborers must enter, leave and transport materials, tools, rubbish etc. through the service entrance with proper notification to the superintendent, who will arrange for elevator service, elevator padding/protection and unlocking/locking of the service entrance.

No tradesperson shall be admitted to an apartment unless a member of the resident's household is present, or the resident has given prior written consent to the doorman. When trades people are finished for the day, the resident must notify the doorman of their departure, which the doorman will then verify.

### **35. MOVING**

Please contact the managing agent and superintendent a minimum of two weeks in advance of any move to coordinate mutually agreeable schedule. Moves in and out of the building take place Monday through Friday, 9:00 a.m. to 4:00 p.m., not including legal holidays.

Moving companies are required to cover hallway carpeting with clean masonite and brown paper. Walls must be similarly protected; nothing is to be left leaning on the wallpaper. Movers must avoid damaging lighting fixtures. Any damage done during apartment moves will be repaired by the corporation and billed to the resident or deducted from the move-in or move-out deposit. Residents are kindly requested to inform their movers of these requirements

Resident shall assume full responsibility for any and all damages to building structure or services as well as obligation to remove any debris created as the result of resident's transportation of personal effects through the public areas of the building. New residents moving into the building shall submit a check to the managing agent in the amount of \$500.00 made payable to The Opera Owners, Inc. as security against common area damage prior to a scheduled move-in. Residents moving out shall submit a check to the managing agent in the amount of \$600.00 made payable to The Opera Owners, Inc. as security against common area damage prior to a scheduled move-out. In addition, this check shall serve as deposit to cover any electric charges outstanding at the date of the closing. The approval of any sale, sublet or move is subject to the receipt of these deposits. Under no circumstance shall residents or movers prop open and leave unattended the locked entry gate to the service entrance of the building.

### **36. ELEVATOR SERVICE**

In certain cases, such as moves or construction, the superintendent, the corporation or the managing agent may direct that the elevator be operated by members of the building staff. When this occurs, resident shall pay for all such service required at the prevailing overtime wage rate of supervisory/operating personnel required. No material, equipment, furniture or debris shall be carried under or on top of the elevators.

Resident's failure to comply with any of the requirements of the above articles can result in the imposition of fines of \$250.00 per day.

### **37. SUBLETTING POLICY**

All sublet applications, whether on a first time basis or renewal, shall be subject to the following conditions:

### **37.1 Approvals**

All sublets are subject to the approval of the board of directors. If approved, each sublease shall contain the corporation's form of rider ("Rider"), a copy of which is annexed to these house rules (Appendix A).

All subleases will be approved in one year increments only. Although the lease term stated in a sublease may be for longer than one year, the board or directors shall have the right of approval for every year of a sublease.

### **37.2 "The Quota"**

A shareholder may sublet a unit for a maximum of two (2) years (the "Quota") during any four (4) year period. Each year of any sublet shall count towards the Quota. Additionally, all sublets for less than one (1) year periods shall count towards the Quota. Two (2) years of prime residency in an apartment is required before a sublet application shall be considered.

### **37.3 Fees**

The sublet fee shall be equal to fourteen percent (14%) of the annual maintenance for the apartment in effect at the commencement of the sublease term which shall be payable in advance of the sublet term. The shareholder shall not be entitled to a refund of any part of the fee in the event the subtenant vacates the apartment prior to the end of the sublet term.

### **37.4 Deposits**

The shareholder will be required to deposit with the managing agent in a segregated interest bearing account a deposit equal to one (1) month's maintenance as security for the shareholder's compliance with the terms of the proprietary lease and for any damages or costs caused by or attributed to the tenancy. The shareholder must supply his or her social security number on the application.

### **37.5 Request for Information**

The board of directors reserves the right to ask for additional information such as, for example, tax returns or guarantors. In addition, on, after or prior to the anniversary date of any sublease, the board of directors may ask for such other and additional information as it may deem necessary, in its sole discretion, in order to give due and proper consideration to approval for an additional lease year. The shareholder will be responsible for the costs associated with the extra searches or out-of-pocket expenses.

### **37.6 Indemnification**

The shareholder will indemnify the corporation for any and all losses, costs and expenses that it may sustain by virtue of the acts or omissions of the subtenants.

### **37.7 Occupants**

No other occupants may reside in the unit other than the named subtenants and their immediate family, all of whom must be disclosed in the Rider.

### **37.8 Proprietary Lease Agreement**

Nothing herein shall be deemed to be an amendment to the proprietary lease or to limit the number of sublets in the building.

All sublet fees shall be deemed additional rent under the shareholder's proprietary lease.

### **37.9 Penalties**

A penalty fee of \$1,000 shall be charged against any shareholder who sublets without the permission of the corporation.

### **37.10 Lead Paint Disclosure**

The shareholder must comply with the corporation's requirements for lead paint disclosure.

### **37.11 Amendments**

This sublet policy may be amended from time to time by the board of directors.

## **38. REQUESTS, SUGGESTIONS OR COMPLAINTS**

The building staff's primary responsibility is the maintenance of common areas. If you observe anything that requires action on the part of the building staff, please write out a Work Order form, which is available from the doorman desk, and leave it with the doorman. Simply telling the doorman or members of the building staff about a problem is not sufficient. Written requests enable the building staff to keep a record of all work and alert them to any patterns which might indicate systemic problems.

Past experience has shown that some Work Order requests have been for matters within apartments that are not the responsibility of the corporation but of the individual shareholder. In such instances the building staff should return the Work Order request with an explanation that such work is not the purview of the building staff.



The superintendent's working hours are from 9:00 a.m. to 5:00 p.m. After these hours, the superintendent can be reached through the doorman.

**a. Special Problems**

The corporation's managing agent is responsible for the general management of the building. The management executive supervises our superintendent. With respect to any matters that cannot be handled routinely through the superintendent, please contact the management executive.

**b. Persistent Problems**

Should you have a persistent or major problem, please state it in writing to the managing agent and forward one copy to the board of directors.

**c. Suggestions**

When you have suggestions relating to the enforcement of these house rules, operating procedures or other policy areas, please write directly to the president or any or all members of the board of directors and leave it with the doorman or send it to the board's designated email address.

**39. FORMS**

All paperwork necessary for approval of sales, sublets, alterations and renovations and refinancing is available from the office of the managing agent or from the Opera website <http://2166broadway.com/>.

**40. REVOCABLE CONSENT**

Any consent or approval given under these house rules by the corporation shall be revocable at any time.

**41. DEFAULT**

Any violation of these house rules shall be deemed a default under the terms of the proprietary lease.

**42. AMENDMENTS**

The house rules may be added to, amended or repealed at any time by resolution of the board of directors of the corporation. The board of directors will distribute such changes to shareholders and/or residents.

## Appendix A to the House Rules

As required by the House Rules, this rider must be attached to all sublease agreements.

### RIDER TO SUBLEASE AGREEMENT

DATED, \_\_\_\_\_, 20\_\_

BETWEEN \_\_\_\_\_ (the "Overtenant")

AND \_\_\_\_\_ (the "Undertenant")

FOR APARTMENT \_\_\_\_\_ (the "Apartment") at

2166 BROADWAY, NEW YORK, NEW YORK (the "Building")

LANDLORD: THE OPERA OWNERS, INC. (the "Apartment Corporation")

#### I. COOPERATIVE CORPORATION'S RIGHT TO CANCEL SUBLEASE

In consideration for the Cooperative Corporation's granting its consent to the sublease of the Apartment from the Shareholder to the Subtenant, it is understood and agreed that the Cooperative Corporation shall have the right, in its sole and absolute discretion, upon at least thirty (30) days' notice to both Overtenant and Subtenant prior to the annual anniversary date of this Sublease, to withdraw its approval of this Sublease. Upon such notice from the Cooperative Corporation, the Shareholder and the Subtenant agree that this Sublease shall be considered terminated, and the Subtenant shall vacate the Apartment on or before the anniversary date.

## **ASSIGNMENT OF RENTS**

In consideration for the Cooperative Corporation's granting its consent to this Sublease, it is expressly understood and agreed that in the event the Shareholder defaults in the payment of the maintenance, assessments, or other charges to the Cooperative Corporation, or if the Shareholder or Subtenant otherwise defaults in the obligations to the Cooperative Corporation under the Over Lease appurtenant to the Apartment, in addition to any other rights and remedies available to the Apartment Corporation, the Shareholder hereby assigns to the Cooperative Corporation all of the rents or other charges payable by the Subtenant to the Shareholder pursuant to this Sublease.

Upon the written demand to the Subtenant from the Apartment Corporation, with a copy to the shareholder, the Subtenant shall pay the rents and other charges due under this Sublease directly to the Apartment Corporation. The Cooperative

Corporation shall pay over to the Shareholder any amounts collected from the Subtenant in excess of the amounts due from the Shareholder.

## **LEAD PAINT**

The Shareholder and Subtenant certify to the Cooperative Corporation the following:

1. They have been advised of the requirements of the Federal Disclosure Regulations in lead based paint (the "Regulations").
2. They have received a copy of the pamphlet required to be distributed by the Regulations.
3. They have requested (or waived) information from the Cooperative Corporation which the Cooperative Corporation has regarding lead based paint in the common areas of the Building.

## **LENDER APPROVAL (Applicable only if Shareholder has a loan)**

In accordance with the Aztech Form of Recognition Agreement executed by and between the Shareholder, the Cooperative Corporation and the Shareholder's lender (the "Lender") holding a security interest in the Apartment, the Cooperative Corporation expressly agreed that it would not consent to any subletting of the Apartment without the Lender's approval, which approval will not be unreasonably withheld. Accordingly, the Cooperative Corporation's consent hereto is expressly conditioned upon the Shareholder providing the Cooperative Corporation with written evidence of Lender's approval of this Sublease.

**SALE OF APARTMENT**

The Shareholder and Subtenant acknowledges that the maximum term of this Sublease is two years. The Shareholder and the Subtenant agree that the Apartment may be shown for resale by appointment during the last six (6) months of the second year of the term hereof. The foregoing shall not apply if the Shareholder plans to reoccupy the Apartment or keep it vacant at the end of the term.

In the event the Seller enters into a Contract of Sale for the Apartment, the Shareholder shall give a copy of said Contract to the Subtenant within ten (10) days after it has been executed, and the Subtenant agrees to vacate the Apartment in the condition called for in this Sublease at least three (3) days prior to the Closing under the Contract. If the Shareholder fails to give the notice aforesaid, then the The Opera Owners, Inc. notice provision may be cured by the Cooperative Corporation after it has received the Contract and the Subtenant agrees to move out in the manner set forth above.

Nothing set forth in this paragraph shall contradict another provision in this Sublease which provides for an earlier move out by the Subtenant.

This is to affirm that we have read and do understand the above provisions and do agree to abide by them.

Shareholder: \_\_\_\_\_

Subtenant: \_\_\_\_\_

Shareholder: \_\_\_\_\_

Subtenant: \_\_\_\_\_

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

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

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RIDER TO SUBLEASE AGREEMENT

DATED \_\_\_\_\_, 199\_\_

BETWEEN \_\_\_\_\_ (the "Overtenant")

AND \_\_\_\_\_ (the "Undertenant")

FOR APARTMENT \_\_\_\_\_ (the "Apartment") at

2166 BROADWAY, NEW YORK, NEW YORK (the "Building")

LANDLORD: THE OPERA OWNERS, INC.  
(the "Apartment Corporation")

I. COOPERATIVE CORPORATION'S RIGHT TO CANCEL SUBLEASE

In consideration for the Cooperative Corporation's granting its consent to the sublease of the Apartment from the Shareholder to the Subtenant, it is understood and agreed that the Cooperative Corporation shall have the right, in its sole and absolute discretion, upon at least thirty (30) days' notice to both Overtenant and Subtenant prior to the annual anniversary date of this Sublease, to withdraw its approval of this Sublease. Upon such notice from the Cooperative Corporation, the Shareholder and the Subtenant agree that this Sublease shall be considered terminated, and the Subtenant shall vacate the Apartment on or before the anniversary date.

II. ASSIGNMENT OF RENTS

In consideration for the Cooperative Corporation's granting its consent to this Sublease, it is expressly understood and agreed that in the event the Shareholder defaults in the payment of the maintenance, assessments, or other charges to the Cooperative Corporation, or if the Shareholder or Subtenant otherwise defaults in the obligations to the Cooperative Corporation under the Over Lease appurtenant to the Apartment, in addition to any other rights and remedies available to the Apartment Corporation, the Shareholder hereby assigns to the Cooperative Corporation all of the rents or other charges payable by the Subtenant to the Shareholder pursuant to this Sublease.

Upon the written demand to the Subtenant from the Apartment Corporation, with a copy to the shareholder, the Subtenant shall pay the rents and other charges due under this Sublease directly to the Apartment Corporation. The Cooperative Corporation shall pay over to the Shareholder any amounts collected from the Subtenant in excess of the amounts due from the Shareholder.

### III. LEAD PAINT

The Shareholder and Subtenant certify to the Cooperative Corporation the following:

1. They have been advised of the requirements of the Federal Disclosure Regulations in lead based paint (the "Regulations").
2. They have received a copy of the pamphlet required to be distributed by the Regulations.
3. They have requested (or waived) information from the Cooperative Corporation which the Cooperative Corporation has regarding lead based paint in the common areas of the Building.

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BOARD OF DIRECTORS  
THE OPERA OWNERS, INC.  
2166 BROADWAY  
NEW YORK, NY 10024

I HAVE READ AND AGREE TO ABIDE BY THE ATTACHED HOUSE RULES.

APPROVED: \_\_\_\_\_  
APPLICANT

\_\_\_\_\_  
CO-APPLICANT

DATE: \_\_\_\_\_

RIDER TO SUBLEASE DATED \_\_\_\_\_,  
between the Overtenant, \_\_\_\_\_ (the "Shareholder")  
and the Undertenant, \_\_\_\_\_ (the "Subtenant")  
for apartment \_\_\_\_\_ (the "Apartment"), at  
2166 Broadway, New York, New York.

Landlord: The Opera Owners, Inc. (the "Cooperative Corporation")

I. COOPERATIVE CORPORATION'S RIGHT TO CANCEL SUBLEASE

In consideration for the Cooperative Corporation's granting its consent to the sublease of the Apartment from the Shareholder to the Subtenant it is understood and agreed that the Cooperative Corporation shall have the right, in its sole and absolute discretion, upon at least thirty days' (30) notice to both Shareholder and Subtenant prior to the annual anniversary date of this Sublease to withdraw its approval of this Sublease. Upon such notice from the Cooperative Corporation, the Shareholder and the Subtenant agree that this Sublease shall be considered terminated and the Subtenant shall vacate the apartment on or before the anniversary date.

II. ASSIGNMENT OF RENTS

In consideration for the Cooperative Corporation's granting its consent to the Sublease of the Apartment from the Shareholder to the Subtenant, it is expressly understood and agreed that in the event that the Shareholder defaults in the payment of the maintenance, assessments, or other charges to the Cooperative Corporation or if the Shareholder or Subtenant

otherwise default in the obligations to the Cooperative Corporation under the proprietary lease appurtenant to the Apartment, in addition to any other rights and remedies available to the Cooperative Corporation, the Shareholder hereby assigns to the Cooperative Corporation all of the rents or other charges payable by the Subtenant to the Shareholder pursuant to this Sublease.

Upon the written demand to the Subtenant from the Cooperative Corporation, with a copy to the Shareholder, the Subtenant shall pay the rents and other charges due under this Sublease directly to the Cooperative Corporation. The Cooperative Corporation shall pay over to the Shareholder any amounts collected from the Subtenant in excess of the amounts due from the Shareholder.

### III. LENDER APPROVAL (Applicable only if Shareholder has a loan)

In accordance with the Aztech Form of Recognition Agreement executed by and between the Shareholder, the Cooperative Corporation and the Shareholder's lender (the "Lender") holding a security interest in the Apartment, the Cooperative Corporation expressly agreed that it would not consent to any subletting of the Apartment without the Lender's approval, which approval will not be unreasonably withheld. Accordingly, the Cooperative Corporation's consent hereto is expressly conditioned upon the Shareholder providing the Cooperative Corporation with written evidence of Lender's approval of this Sublease.

### IV. SALE OF APARTMENT

The Shareholder and Subtenant acknowledges that the maximum term of this Sublease is two years. The Shareholder and the Subtenant agree that the Apartment may be

shown for resale by appointment during the last six (6) months of the second year of the term hereof. The foregoing shall not apply if the Shareholder plans to reoccupy the Apartment or keep it vacant at the end of the term.

In the event the Seller enters into a Contract of Sale for the Apartment, the Shareholder shall give a copy of said Contract to the Subtenant within ten (10) days after it has been executed, and the Subtenant agrees to vacate the Apartment in the condition called for in this Sublease at least three (3) days prior to the Closing under the Contract. If the Shareholder fails to give the notice aforesaid, then the notice provision may be cured by the Cooperative Corporation after it has received the Contract and the Subtenant agrees to move out in the manner set forth above.

Nothing set forth in this paragraph shall contradict another provision in this Sublease which provides for an earlier move out by the Subtenant.

This is to affirm that we have read and do understand the above provisions and do agree to abide by them.

Shareholder \_\_\_\_\_

Subtenant \_\_\_\_\_

Shareholder \_\_\_\_\_

Subtenant \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# PROXY

KNOW ALL MEN BY THESE PRESENTS, THAT I, \_\_\_\_\_,  
residing at \_\_\_\_\_, City of \_\_\_\_\_,  
County of \_\_\_\_\_, State of New York, being the holder of \_\_\_\_\_  
shares of Opera Owners Inc., do hereby constitute and appoint \_\_\_\_\_  
\_\_\_\_\_, of \_\_\_\_\_,  
City of \_\_\_\_\_, County of \_\_\_\_\_, State of New York, as my  
proxy to attend the annual meeting of shareholders of this corporation to be held in 1996 or any  
continuation or adjournment thereof, with full power to vote and act for me and in my name,  
place and stead, in the same manner, to personally present thereat, giving to said \_\_\_\_\_  
\_\_\_\_\_ full power of substitution and revocation, and I hereby revoke  
any other proxy heretofore given by me.

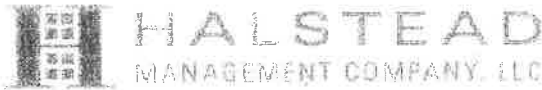
Dated at \_\_\_\_\_, N.Y., \_\_\_\_\_,

\_\_\_\_\_  
Shareholder (or)

Apartment No.: \_\_\_\_\_

If the shares are held by more than one person, the co-shareholder should sign below:

\_\_\_\_\_  
Shareholders  
By: \_\_\_\_\_  
Attorney-in-fact



**CREDIT CHECK AUTHORIZATION**

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

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

In connection with my application to rent or purchase an apartment, I/we authorize Halstead Management Company, 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:

CoreLogic SafeRent

4 First American Way  
Santa Ana, CA 92707  
800-426-1466

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: \_\_\_\_\_

BLDG#:

**Notice to Tenant or Occupant**

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. If this form is not returned promptly, an inspection by the landlord will follow.

**CHECK WHICHEVER APPLY:**

<input type="checkbox"/> CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT	<input type="checkbox"/> WINDOW GUARDS ARE INSTALLED IN ALL WINDOWS*
<input type="checkbox"/> NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT	<input type="checkbox"/> WINDOW GUARDS ARE NOT INSTALLED IN ALL WINDOWS*
<input type="checkbox"/> I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER	<input type="checkbox"/> WINDOW GUARDS NEED MAINTENANCE OR REPAIR.
	<input type="checkbox"/> WINDOW GUARDS DO NOT NEED MAINTENANCE OR REPAIR

Tenant's Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(SIGNATURE)

Tenant's Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(SIGNATURE)

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

**PLEASE BE SURE TO ENTER YOUR FULL ADDRESS AND APARTMENT NUMBER!**

**RETURN THIS FORM TO:**

**ON SITE MANAGEMENT OFFICE / SUPERINTENDENT**  
**OR**  
**HALSTEAD MANAGEMENT COMPANY, LLC**  
**770 LEXINGTON AVENUE, 4<sup>TH</sup> FL.**  
**NEW YORK, NY 10065**

*For Further Information Call:*  
*Window Falls Prevention (212) 676-2158*

**\*Except windows giving access to fire escapes or a window on the first floor that is a required means of egress from the dwelling unit.**

**APPENDIX B**  
**ANNUAL NOTICE FOR PREVENTION OF LEAD BASED PAINT HAZARDS - INQUIRY**  
**REGARDING CHILD**

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). 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 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 lives in the unit you should also inform the owner immediately if you notice any peeling paint or deteriorated surfaces in the unit during the year. You may request that the owner provide you with a copy of any records required to be kept as a result of a visual inspection of your unit.

Please complete this form and return one copy to the owner or his or her agent or representative by February 15<sup>th</sup>. Keep one copy of this form for your records.

- 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.

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

Print occupant's name, address and apartment number:

\_\_\_\_\_

**Certification by owner: I certify that I have complied with the provisions of §27-2056.8 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 pamphlet concerning lead based paint hazards to the occupant.**

RETURN THIS FORM TO: **Halstead Management Company, LLC**  
770 Lexington Avenue, 4<sup>th</sup> Fl.  
New York, NY 10065

**OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS**  
**OWNER COPY/OCCUPANT COPY**



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

**Lead Warning Statement**

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

**Lessor's Disclosure**

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

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

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

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

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

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

**Lessee's Acknowledgment (initial)**

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

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

**Agent's Acknowledgment (initial)**

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

**Certification of Accuracy**

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

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