

# MAXWELL - KATES, INC.

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The Hudson Condominium Purchase Application  
225 West 60<sup>th</sup> Street  
New York, N.Y. 10023

**ONE ORIGINAL SET OF THE PACKAGE MUST BE FORWARDED TO: MAXWELL-KATES, INC. 9 EAST 38TH STREET, - 6TH FLOOR NEW YORK, NEW YORK ATTENTION: TRANSFER DEPARTMENT** Incomplete Packages will not be accepted or sent to the Board. In order to expedite the processing of the Board package, make certain all packages are typed or printed legibly. The Board reserves the right to seek additional information and/or documentation after reviewing the package. The Board of Managers has up to thirty (30) days from the submission of a complete package to review and execute a waiver for the applicants.

**SUBMISSION REQUIREMENTS FOR PURCHASES (inclusive with fees):**

1. Notice of Intention to Sell Condominium Unit completed and signed.
2. Completed attached Purchase Application inclusive with a legible executed contract of sale.
3. Employer letter stating position, salary and length of employment must be submitted for each applicant.
4. Each Applicant must submit a Landlord Reference Letter, One Professional Reference Letter & One Personal Letter of Reference.
5. Personal (attached) or Corporate Financial Statement (with complete back-up verification of assets). (In the event a Corporation is purchasing the unit, a corporate financial statement is required).
6. First two pages of most recent 1040 Federal Tax Returns with corresponding W-2's must be submitted.
7. House Rules, Homeowners Insurance, Fitness Room Acknowledgement and Contact Information Form must be executed by all purchasers.
8. Credit Report and Window Guard Acknowledgments must be executed by all purchasers.

**(Payable to The Hudson Condominium):**

1. A move out deposit of \$1,000.00 from seller payable to "The Hudson Condominium".
2. A move in deposit of \$1,000.00 from purchaser payable to "The Hudson Condominium".

**(Payable to Maxwell-Kates, Inc):**

1. Credit & criminal report fee-in the amount of \$165.00 per each applicant listed on contract made payable to Maxwell-Kates, inc.
2. Processing fee in the amount of \$700.00 payable by purchaser to Maxwell-Kates, Inc.
3. Waiver of Right of First Refusal Fee of \$350.00 from seller payable to Maxwell-Kates, Inc.

**FEES DUE AT CLOSING: (WAIVERS ARE ONLY RELEASED AT CLOSING)**

**FROM SELLER:**

- 1) At closing, the seller will pay a closing attendance/administrative fee of \$200.00 payable to Maxwell -Kates, Inc.

**PURCHASER FEES:**

- 1) At closing, the purchaser will pay a closing attendance/administrative fee of \$200.00 payable to Maxwell -- Kates, Inc.
- 2) At closing the purchaser will pay a working capital reserve fund fee of two (2) month's worth of current common charges payable to "The Hudson Condominium".

**ANY COMMON CHARGES AND/OR OTHER CHARGES DUE TO THE CONDOMINIUM FROM THE SELLER AND THE NEXT MONTHS COMMON CHARGES ALONG WITH A COPY OF THE NEW DEED, UNIT POWER OF ATTORNEY, OCCUPANCY AGREEMENTS & TRANSFER DOCUMENTS WILL ALSO BE PICKED UP AT CLOSING.**

9 East 38th Street, 6th Floor, New York, NY 10016  
Tel: 212.684.8282 Fax: 212.684.8077 [www.maxwellkatesinc.com](http://www.maxwellkatesinc.com)

CONDOMINIUM

NOTICE OF INTENTION TO SELL OR LEASE  
(OWNER'S REQUEST FOR WAIVER OF RIGHT OF FIRST REFUSAL)

New York, \_\_\_\_\_ 20 \_\_\_\_\_

The undersigned, being the owner(s) of unit no. 16A in the Hudson CONDOMINIUM, New York, New York, hereby notifies the Board of Managers in care of Maxwell-Kates, Inc., as Managing Agent, that the undersigned has received a bona fide offer to SELL said unit from the below named prospective purchaser(s) or tenant(s) on the terms stated below, and that the undersigned intends to accept such offer.

NAME AND ADDRESS OF PROSPECTIVE PURCHASER(S) OR TENANT(S): (If A prospective purchaser(s) or tenant(s) is a corporation, name the designated office, director, stockholder or employee of the corporation who will occupy the apartment unit and for how long a term. The lease must provide that when and if the designated occupant(s) vacate the unit, a new lease package must be completed and sent to the Board, in accordance with the By-Laws pertaining to the Right of First Refusal. No successor designated occupant(s) may occupy the premises until the board has waived it's Right of First refusal.

TERMS OF PROPOSED SALE:

Attached is a true copy of the contract of sale or lease setting forth all the terms of the agreement between the parties.

PURCHASE PRICE \$ \$1,030,000 PROPOSED CLOSING DATE September 10th, 2018

ANTICIPATED OCCUPANCY DATE: September 10th, 2018

The undersigned hereby submits to the Board this proposal together with the accompanying information concerning the applicant purchaser(s) or tenant(s). In applying for consent to this proposed sale or lease, the undersigned understands that such consent is required by the By-Laws. The undersigned also understands that the information requested is essential to this application. The undersigned authorizes the Board to review and request any credit/criminal reports, references, and any information necessary in connection with this application.

The undersigned acknowledges and consents to the following terms and conditions.

TERMS AND CONDITIONS ON SALE OR LEASE OF APARTMENTS

1. Maxwell-Kates, Inc. is acting as Agent for the Board and makes no representation or warranty with respect to the building or the apartment or any act or failure on the part of the Board in connection with this application or in connection with any sale contemplated herein. The Purchaser(s) or tenant(s) take the apartment "as is" unless otherwise specifically stated in the contract of sale or lease.
2. The undersigned represents that the sale or lease described above shall be made in accordance with the provisions of the By-Laws of the Condominium and agrees to promptly deliver to the Board all such further information with respect to the offer as the Board may reasonably request and to execute all documents required pursuant to law, the By-Laws and this application.
3. The undersigned acknowledges that the Board as waiver period, commencing with the date of receipt of this Notice and delivery of such additional information concerning the offer as the Board may reasonably request, to exercise its Right of First Refusal to purchase or lease the unit on the terms specified herein and in the By-Laws. The undersigned hereby requests that, if the Board elects to waive or release such Right of First Refusal, it shall deliver to the undersigned a certificate to that effect, pursuant to the provision of the By-Laws.
4. The parties will have a maximum of thirty (30) days within which to enter into the sale or lease of the unit on the terms above stated after receiving a waiver from the Board.

Hongwei Tang

Name of Individual Owner or Corporation

Name of Individual Owner or Corporation

Signature of Individual Owner or  
Authorized Officer of Corporation

Signature of Individual Owner or  
Authorized Officer of Corporation

THE HUDSON CONDOMINIUM

PROPOSED SALE OF UNIT

SELLER'S ORIGINAL PURCHASE DATE: October 26th, 2016 UNIT NO. 16A

PURCHASE PRICE \$ \$1,030,000

SELLER INFORMATION:

PROPOSED SELLER Mr. Sardar Singh & Ms. Ishitta Joy SELLER'S ORIGINAL PURCHASE DATE: October 26th, 2016

SELLER'S ATTORNEY Christine Bell

ATTORNEY'S ADDRESS 20 West 36th St 12th Floor New York 10018

ATTORNEY'S PHONE # 212-239-4001

SELLER'S BROKER Achala Choulur & Michael Rauschenberg PHONE # 646-396-2302/212-500-7049

BROKER'S FIRM & ADDRESS The Corcoran Group & 30 Irving Place NY 10003

PURCHASER INFORMATION:

PROPOSED PURCHASER (S) Mr. \_\_\_\_\_

Mrs. \_\_\_\_\_

Ms. Hongwei Tang

PURCHASER (S) PRESENT ADDRESS Fengyihuayuan Building 9 #802, Fengtai District, Beijing, China

PHONE NO. +86 13661120708

EMAIL 18600008508@163.com

IF PURCHASER IS A CORPORATE ENTITY:

PROPOSED PURCHASER'S \_\_\_\_\_

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

BUSINESS PHONE NO. \_\_\_\_\_ EMAIL \_\_\_\_\_

PURCHASERS ATTORNEY \_\_\_\_\_

ATTORNEY'S ADDRESS \_\_\_\_\_

ATTORNEY'S PHONE \_\_\_\_\_

PURCHASERS' BROKER: \_\_\_\_\_ Phone #: \_\_\_\_\_

BROKERS' FIRM: \_\_\_\_\_

NAME OF ALL RESIDENTS WHO WILL RESIDE IN APARTMENT

Hongwei Tang & Shunan Liu

IF YOU DO NOT PLAN TO RECEIVE MAIL AT THE APARTMENT, PLEASE SPECIFY WHERE

MONTHLY COMMON CHARGE BILL AND CORRESPONDENCE SHOULD GO:

225 West 60th Street 16A New York 10023

NAMES OF CLUBS AND SOCIETY MEMBERSHIPS APPLICANTS BELONGS TO:

NAMES OF ALL RESIDENTS IN THE BUILDING KNOWN BY APPLICANT(S):

ADDRESS OF ANY ADDITIONAL RESIDENCE OWNED OR LEASED:

IF PURCHASER IS A CORPORATION, NAME AND DESCRIBE THE INDIVIDUAL(S) TO BE THE OCCUPANT(S) OF THE APARTMENT UNIT AND STATE FOR HOW LONG A TERM. NEW INFORMATION AND REFERENCES MUST BE PROVIDED EACH TIME OCCUPANCY CHANGES:

a. Name(s) of designated Occupant(s):

b. Relation to Purchaser:

c. Length of occupancy:

WILL THERE BE ANY BUSINESS OR PROFESSION CONDUCTED IN THIS UNIT: YES NO ☒

a. If yes, describe the nature of the business or profession:

SPECIAL REMARKS (PLEASE GIVE ADDITIONAL INFORMATION WHICH MAY BE PERTINENT OR HELPFUL AS AN INDICATION OF THE NATURE OF THE APPLICANT'S OCCUPANCY):

REFERENCES:

PRESENT LANDLORD (IF APPLICABLE)

ADDRESS:

PERSONAL REFERENCES:

NAME: Ziqi Wang PHONE.#: +1 765 479 5931

ADDRESS 235 W 48th St, Apt34H, New York, NY 10036

FINANCIAL:

BANK: Bank of America ACCT.#: 4830 7294 4193

ADDRESS 235 W 48th St, Apt34H, New York, NY10036

BANK JPMorgan Chase Bank ACCT.#: 000000221995172

ADDRESS 315 W 33rd St, Apt20A, New York, NY10001

**ACKNOWLEDGEMENT OF HOUSE RULES & BY LAWS**

**I(we) have read, understood, approved and acknowledged receipt of the HOUSE RULES and REGULATIONS set forth by The Hudson Condominium. I(We) give my(our) assurance that we and all members of my (our) office (if applicable) and visitors will conform to the RULES and REGULATIONS.**

**I(We) recognize that by acting to the contrary of any terms of the HOUSE RULES, I (We) shall be in violation of the terms and conditions set forth in the HOUSE RULES.**

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

Shunan Liu.  
**OWNER AND/OR OCCUPANT**

\_\_\_\_\_  
**OWNER AND/OR OCCUPANT**

### UNIT OWNERS HOMEOWNERS INSURANCE ACKNOWLEDGEMENT

The condominium board strongly recommends that you carry homeowner's insurance to cover any claims made by you or against you with regards to your unit including personal liability coverage as well as fire & flood insurance.

Acknowledged and Agreed by:

Shunan Liu  
Unit Owner signature

\_\_\_\_\_  
Unit Owner signature

Building Address: 225 W 60th St, Apt 16A, New York  
10023

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

#### IMPORTANT NOTE REGARDING INSURANCE REQUIREMENTS:

- a) comprehensive personal liability insurance coverage against claims of bodily injury and property damage, with a combined single limit of liability of at least \$500,000.00 per occurrence,
- (b) all-risk personal property insurance coverage (including coverage for water damage) with respect to the furniture, fixtures and other contents of the Apartment, and the value of improvements and betterments to the Apartment.
- (c) Such insurance policies shall be issued by one or more insurance companies, licensed to do business in New York.
- (d) Unit Owner/Lessor shall name Hudson Condominium as an additional insured party and designate Hudson Condominium as a 'certificate holder' entitled to notice if the policy is terminated."

**Contact Information Form**

Seller Name: Mr.Sardar Singh & Ms. Ishitta Joy

Purchaser Name: Hongwei Tang

Apartment Address: 225 West 60th Street, New York, NY 10023 Apartment: 16A

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Purchaser: Hongwei Tang

Alternate Address (if applicable): \_\_\_\_\_

Purchaser Phone # +86 13661120708 Business Phone # \_\_\_\_\_

E-mail: 18600008508@163.com Cell phone#: \_\_\_\_\_

**Occupant Information:**

Name of Occupant(s): Hongwei Tang Shunan Liu

Phone #: +86 13661120708 +1 7652371128

Business phone #: \_\_\_\_\_

E-mail address: 18600008508@163.com 13661120708@126.com

Cell Phone #: \_\_\_\_\_

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**For Seller(s):**

Attorney: Christine Bell

Phone # 212-239-4001

E-mail address: rbm@rbmlp.com

**For Purchaser(s):**

Grey Bitterman

212-608-8880

gb6@me.com , samokhlebpcc@gmail.com

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Broker: Achala Choulur & Michael Rauschenberg Yueqiang (Ryan) Qi

Phone # 646-396-2302/212-500-7049 929-232-5439

E-mail address: achala.choulur@corcoran.com/ msr@corcoran.com ryanqi@nareigus.com



**AUTHORIZATION**  
**PLEASE READ CAREFULLY BEFORE SIGNING**

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

APPLICANT(S) NAME:	1. <u>Hongwei Tang</u>	2. <u>Shunan Liu</u>
APPLICANT(S) SIGNATURE	1. _____	2. <u>Shunan Liu</u>
ADDRESS:	1. <u>Fengyihuayuan Building9 #802,</u> <u>Fengtai District, Beijing, China</u>	2. <u>235 W 48th St, Apt 034H,</u> <u>New York, 10036</u>
SOCIAL SECURITY #:	1. <u>N/A</u>	2. <u>761-73-6434</u>
DATE OF BIRTH:	1. <u>09/09/1966</u>	2. <u>08/23/1993</u>

***NOTICE UNDER NYCACS 20-808***

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

CoreLogic Safe Rent  
c/o Consumer Relations Department  
7300 Westmore Road, Suite 3  
Rockville, MD 20850-5223  
Telephone: (888) 333-2413

Pursuant to federal and state law:

1. If the Landlord takes adverse action against you on the basis of information contained in a tenant screening report, the 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 consumer 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 tenant screening report for 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.

DEPARTMENT OF HEALTH  
THE CITY OF NEW YORK

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:

☐ 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

☐ WINDOW GUARDS ARE  
INSTALLED IN ALL  
WINDOWS\*

☐ WINDOW GUARDS ARE  
NOT INSTALLED IN  
ALL WINDOWS\*

☐ WINDOW GUARDS  
NEED MAINTENANCE  
OR REPAIR

☒ WINDOW GUARDS DO NOT NEED  
MAINTENANCE OR REPAIR

Tenant's Name: Shunan Liu  
(Print)

225 W 60 St, Apt16A, New York, NY 10023  
(Address/Apt. No.)

Tenant's Name: Shunan Liu  
(Signature)

08/14/2018  
(Date)

RETURN THIS FORM TO:  
MAXWELL-KATES, INC.  
6TH FLOOR

9 EAST 38TH STREET  
NEW YORK, NY 10016

For Further Information Call:  
Windows Falls Prevention (212) 788-4269/4270

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

THE HUDSON CONDOMINIUM

PERSONAL FINANCIAL STATEMENT Statement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(Co-applicant must submit separate page, if applicable)

NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

BUSINESS OR OCCUPATION \_\_\_\_\_

NAME OF EMPLOYER \_\_\_\_\_

ASSETS

LIABILITIES

Cash \$ \_\_\_\_\_

Notes Payable Bank \$ \_\_\_\_\_

Stock & Bonds \$ \_\_\_\_\_

Notes Payable to Others \$ \_\_\_\_\_

Accounts & Notes  
Receivable \$ \_\_\_\_\_

Accounts Payable \$ \_\_\_\_\_

Other Assets \$ \_\_\_\_\_

Mortgage Payable \$ \_\_\_\_\_

\$ \_\_\_\_\_

Other Liabilities \$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Assets Total \$ \_\_\_\_\_

Liabilities Total \$ \_\_\_\_\_

ANNUAL INCOME

Salary \$ \_\_\_\_\_

Fees & Commission \$ \_\_\_\_\_

Other \$ \_\_\_\_\_

Total Income \$ \_\_\_\_\_

The figures contained in the foregoing statement are taken from the records of the undersigned, The statements contained in this documents are known by the undersigned to be true and to give a correct showing of the financial condition of the undersigned(s).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

FOR MANAGEMENT OFFICE USE

OWNER INFORMATION

UNIT NUMBER: 16A

ANTICIPATED DATE OF CLOSING: September 10th

BILLING INFORMATION:

BILLING CONTACT PERSON: Shunan Liu

BILLING CONTACT PHONE: +1 7652371228

BILLING ADDRESS: 225 W 60 St, Apt16A, New York, NY10023

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

OWNER INFORMATION:

OWNER #1: Hongwei Tang

WORK PHONE: +86 13661120708 ALT. WORK PHONE: \_\_\_\_\_

WORK FAX: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

WORK EMAIL: 18600008508@163.com OTHER: 13661120708@126.com

OWNER #2: \_\_\_\_\_

WORK PHONE: \_\_\_\_\_ ALT. WORK PHONE: \_\_\_\_\_

WORK FAX: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

WORK EMAIL: \_\_\_\_\_ OTHER: \_\_\_\_\_

JOINT OWNER HOME INFORMATION:

HOME PHONE: \_\_\_\_\_ HOME FAX: \_\_\_\_\_

HOME EMAIL: \_\_\_\_\_ OTHER: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

EMERGENCY INFORMATION:

EMERGENCY CONTACT NAME: Ziqi Wang

EMERGENCY CONTACT PHONE: +1 765 479 5931

In the event of an emergency, please remember to maintain a set of keys to the unit with building superintendent.

## SCHEDULE A

**RULES AND REGULATIONS FOR THE  
UNITS IN THE HUDSON CONDOMINIUM**  
(as authorized in Section 17 of Article VI of the By-Laws)

1. The sidewalks, entrances, passages, public halls, elevator, vestibules, stairways and any areas adjacent to or in the Building shall not be obstructed or used for any purpose, other than ingress to and egress from the Units, subject to the right of the Education Buildout Easement. Nothing herein shall prevent the Education Unit Owner from using the sidewalk adjacent to the Education Unit for any lawful purpose.
2. Neither occupants nor their guests shall play in the entrances, passages, public halls, elevators, vestibules, corridors, stairways or fire tower adjoining or appurtenant to the Residential Units.
3. No public hall or public elevator vestibule in the Residential Common Elements shall be decorated or furnished by any Residential Unit Owner in any manner.
4. Each Residential Unit Owner shall keep his Unit and any Limited Common Element appurtenant thereto (including the surface of any terrace) in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance. Any determination as to what constitutes a good state of preservation and cleanliness for any Residential Unit Owner's terrace shall be within the sole but reasonable discretion of the Residential Board.
5. No person shall park a vehicle or otherwise obstruct any Unit Owner's use of or ingress to or egress from any Unit or Common Element.
6. Nothing shall be hung or shaken from any doors, windows or roofs or placed upon the window sills in the Residential Units or the Education Unit. It is prohibited to hang garments, rugs, etc. from the windows of the Building or to string clothes lines on or over the Common Elements or to use any of the Common Elements for storage purposes for Unit Owners, except as permitted by the Condominium Board. It is prohibited to dust rugs, etc. from the windows or to clean rugs, etc. by beating on the exterior part of the Building. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors or stairways constituting Common Elements (except for rooms designated for such purposes), nor shall any fire exit thereof be obstructed in any manner.
7. No ventilator or air conditioning device shall be installed in any Residential Unit without the prior written approval of the Residential Board, which approval may be granted or refused in its sole discretion.
8. The Condominium Board, may, from time to time, curtail or relocate any portion of a Common Element devoted to storage, recreation, utility and metering or service purposes in the Building, but only with the consent of the Education Unit Owner if such action would affect

the rights of the Education Unit Owner. In no event may any sort of storage or other use of meter rooms, boiler rooms, and any other room however designated which opens onto a public hall be permitted without the prior written consent of 80% of the Unit Owners in Common Interest.

9. Nothing shall be done or kept in any Unit or in the General or Residential Limited Common Elements that will increase the rate of insurance of the Building, or the contents thereof, without the prior written consent of the Condominium Board. As provided in Section 3(b) of Article VI of the By-Laws, some Residential Unit Owners and the Education Unit Owner may pay higher Common Charges if the permitted use of their Units results in higher insurance rates for the Condominium. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements, which will result in the cancellation of insurance on the Property, or the contents thereof, or that would be in violation of any Law. No waste shall be committed in the General or Residential Limited Common Elements.

10. No Unit Owner or any of his Family Members, agents, servants, employees, licensees or guests, shall, at any time, bring into or keep in his Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except as may be necessary or appropriate for the permitted uses of such Unit or appurtenant Residential Limited Common Elements.

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

12. No Unit Owner shall make, cause or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his Unit or its appurtenant Common Elements or do or permit anything to be done therein that will interfere with the rights, comforts or conveniences of the other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in such Unit Owner's Unit between 11:00 P.M. and the following 7:00 A.M., if the same shall disturb or annoy other occupants of the Building, unless the same shall have the prior written consent of the Residential Board, with respect to the Residential Units and the Condominium Board, with respect to the Education Unit, and in no event shall any Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M., if same shall disturb or annoy other occupants of the Building, unless otherwise consented to by the Residential Board or the Condominium Board, as the case may be. No construction, repair work, or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

13. Only dogs, cats and other household pets shall be kept in any Residential Unit. No more than one dog is permitted; otherwise, the maximum number of pets is two. Except as provided herein, no bird, reptile or animal shall be permitted, raised, bred, kept or harbored in the Residential Units unless, in each instance, the same shall have been expressly permitted in writing by the Residential Board. Any such consent, if given, shall be revocable at any time by

the Residential Board or the Managing Agent in their sole discretion. In no event shall any bird, reptile, or animal be permitted in any of the public portions of the Building or in any part of the Common Elements, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills, or other public portions of the Building, or on the sidewalk or street adjacent to the Building. Each Residential Unit Owner who keeps any type of pet in his or her Residential Unit shall be required to indemnify and hold harmless the Condominium, all Residential Unit Owners and the Managing Agent from all claims and expenses resulting from the acts of such pet(s).

14. No Residential Unit Owner shall install any plantings on any terrace or portion of the roof or elsewhere in the Common Elements without the prior written approval of the Condominium Board. Plantings shall be contained in boxes of wood lined with metal or other materials impervious to dampness and standing on supports at least two inches from the terrace or balcony 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. It shall be the responsibility of the Unit Owner to maintain all such containers and plantings in Units to prevent any damage to floors and walls. Residential Unit Owners shall pay the cost of any repairs rendered necessary or damage caused by such plantings. Failure to pay for such repairs shall be treated in the same manner as a failure to pay Common Charges, as provided in these By-Laws.

15. No group tour or exhibition of any Residential Unit or its contents shall be conducted, nor shall any auction sale be held in such Unit, or in any part of the Common Elements, without the consent of the Residential Board or the Managing Agent in each instance.

16. In the event that any Residential Unit shall be used for home occupation or professional purposes in conformance with the Declaration and these By-Laws, no patients, clients, or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule.

17. No window guards or other window decorations shall be used in or about any Residential Unit, other than child guards or unless otherwise required by Law, except such as shall have been approved in writing by the Residential Board or the Managing Agent. In no event, however, shall any exterior glass surface of any windows at the Property be colored or painted.

18. No radio or television aerial shall be attached to or hung from the exterior of the Building, and no sign, notice, advertisement, or illumination (including, without limitation, "For Sale", "For Lease" or "For Rent" signs) shall be inscribed or exposed on or at any window or door or other part of the any Unit, except as permitted pursuant to the terms of the Declaration and/or these By-Laws.

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

20. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, and no sweeping, rubbish, rags or any other article shall be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the Owner of such Unit.

21. Each Unit Owner shall keep his Unit in a good state of preservation, condition, repair and cleanliness in accordance with the terms of these By-Laws. The repair and maintenance of a Unit's air-conditioning units shall be the responsibility of the Unit Owner.

22. The agents of the Condominium Board or the Residential Board or the Managing Agent, and any contractor or workman authorized by the Board or the Managing Agent, may enter any room in a Unit at any reasonable hour of the day, on at least one day's prior notice, for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes. Any entry into the Education Unit shall be subject to the Education Unit Access Limitations.

23. The Residential Board or any Managing Agent may retain a pass-key to each Residential Unit. If any lock is altered or a new lock is installed, the Residential Board or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Residential Unit Owner is not personally present to open and permit an entry to his Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Residential Board or the Managing Agent, then the Residential Board or its agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof, if, during such entry, reasonable care is given to such Unit Owner's property.

24. If the key or keys are entrusted by a Residential Unit Owner, by any Family Member thereof, or by his agent, servant, employee, licensee or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Residential Board nor the Managing Agent shall (except as provided in Rule 23 above) be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

25. No occupant of any Unit in the Condominium shall send any employee of the Condominium or of the Managing Agent, if any, out of the Property on any private business.

26. No garbage shall be left in front of Building, front doors or in hallways. Residential Unit Owners and the Education Unit Owner shall be responsible for complying with all recycling regulations from time to time in effect, Department of Sanitation regulations and such other rules as the Board may adopt.



27. The Residential Board may limit or prohibit the use of the terrace by any particular Residential Unit Owner for good cause, whether or not any other Residential Unit Owners are similarly affected. Nothing contained herein shall affect the easement granted for access to and egress from a Residential Unit or any other easement specifically granted in the Declaration or the By-Laws. The Residential Board may limit the storage of lawn furniture and other personal property on a terrace.

28. Residential Unit Owners and the Education Unit Owner will be responsible for depositing their trash in designated receptacles at the ground level.

29. Except for the roof terraces which are Residential Common Elements, no Residential Unit Owner, Family Member, guest, invitee or any other Person may use the roofs for recreational or any other personal or business use.

30. Unit Owners shall be responsible for locating and supervising the activities of all persons they admit.

31. The use of the Education Unit is at the sole discretion of the Owner thereof, without the requirement of consent of the Condominium Board or the Residential Board or anyone else, provided that such use is consistent with applicable governmental regulations, including the New York City Board of Standards and Appeals Resolutions with respect to the Property and with the Condominium Declaration and these By-Laws.

32. The Education Unit Owner may install and maintain exterior signage that shall be placed on, above or about the exterior entrance to the Education Unit as permitted by these By-Laws. The signage cannot be internally illuminated and no signage shall be placed above the lower level of the second floor windows. No other signage, including banners and flags, advertising the use of the Education Unit are permitted, except for the first six months of operation of the Education Unit. Costs for such signs and the permits therefor shall be the responsibility of the Education Unit Owner.

33. The Declarant may install and maintain exterior signage that shall be placed on, above or about the exterior entrance to the Residential Units as permitted by these By-Laws. The signage cannot be internally illuminated and no signage shall be placed above the lower level of the second floor windows. No other signage, including banners and flags, advertising the sales of the Residential Units are permitted, except for the six months after the First Closing of a Residential Unit. Costs for such signs and the permits therefor shall be the responsibility of the Declarant.

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

35. The Residential Board reserves the right to rescind, alter, waive or add, as to one or more occupants, any rules or regulation at any time prescribed for the Residential Unit Owners, when, in the reasonable judgment of the Residential Board, the Residential Board deems it

necessary or desirable for the reputation, safety, character, security, care appearance or interests of the Residential Unit Owners, or the preservation or good order therein, or the operation or maintenance of the Building, or the equipment thereof, or the comfort of the Residential Unit Owners, occupants or others therein. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Residential Unit Owner or other occupant shall operate as a rescission, alteration or waiver in respect of any other Residential Unit Owner or other occupant.

## The Hudson Condominium Fitness Room Rules & Regulations

The following rules have been adopted by the Hudson Condominium to govern the operation of the fitness room and are in effect until repealed, amended or otherwise modified by the Board.

- 1) Everyone who uses the fitness room must first submit a properly executed waiver and release to the superintendent.
- 2) All Unit Owners and their immediate (resident) family, including children 14 years and older may use the fitness room at any time. Children 13 and under are permitted to use the gym with adult supervision only and are requested to use the gym during the non "high volume" times from 7:00AM – 9:00AM and 5:00PM – 7:00PM.
- 3) Guests and employees of Unit Owners are not eligible to use the fitness room.
- 4) Outside trainers hired by Unit Owners are permitted, provided they have filed a properly executed waiver and release.
- 5) The fitness room will be open from 6:00AM - - 11:00PM daily, subject to such temporary closings, as the Board and/or Superintendent may deem necessary at the Board's sole and unrestricted discretion.
- 6) While others are waiting, there will be a 30 minute time limit on the use of aerobic equipment.
- 7) Each user must bring a towel to the fitness room and clean the equipment after each use.
- 8) No outside stereos may be used in the fitness room except with headphones. The fitness room will have its' own TV equipment.
- 9) All persons using the facility are responsible for returning equipment to the proper location and cleaning up after themselves, as the room will be unattended. No personal belongings should be left overnight and no equipment should be removed from the room.
- 10) No food or drink (with the exception of water) is permitted anywhere in the fitness room.
- 11) Pets are not permitted in the fitness room.
- 12) Smoking is not permitted in the fitness room.
- 13) Each user must wear sneakers (no black soles please) and proper gym clothing when using the facility.
- 14) Use of the facility and of the equipment in it are the risk of each person using it. No one should use the equipment without being medically competent to do so.

## The Hudson Condominium Unit Owner Fitness Room Waiver

To: Board of Managers

I/We are the Unit Owners of the apartment identified below. I/We have received a copy of the rules and regulations of the fitness room of The Hudson Condominium, which are now in effect. I/We agree to comply, and to cause any minor family members eligible to use the fitness room to comply with such rules.

I/We agree and acknowledge that I/We will be solely responsible for our own safety and for the supervision of any minor children, if any. I/We agree and acknowledge that use of these facilities is entirely at our own risk.

The undersigned, personally, and on behalf of any minor children in our care, if any, hereby waives, to the fullest extent permitted by law any and all claims which such children and we may have against the Condominium and the Board of Managers arising out of the use of the facilities, including, but not limited to, any claims for damages arising from injuries sustained in, on or about the fitness room premises.

Apt # 16A Date: \_\_\_\_\_

Name (print): Shunan Liu Signature: Shunan Liu

Name (print): Hongwei Tang Signature: \_\_\_\_\_

Please print the names of the children who will be using the fitness room below. Parents should sign on behalf of minor children. Children 18 years and older are asked to sign individually.

## Personal Trainer Acknowledgement

To the Hudson Condominium Unit Owners

Dear Neighbors,

Please be advised that any Unit Owner choosing to use a personal trainer must insure that their trainer meets the building requirements in order to properly protect both the unit owner and the condominium from any liability.

First and foremost, the trainer should carry current personal liability insurance with at least \$1,000,000 in coverage, per person, per claim. Please note that the Hudson Condominium, and Maxwell-Kates, Inc., must be included as additional insured for at least \$1,000,000 per person, per claim.

As we have been advised that some trainers do not carry insurance to this extent, the building will consider, on a case by case basis, alternatives. At a minimum, the personal trainer should execute the attached waiver and provide proof of updated Cardio Pulmonary Resuscitation (CPR) certification, along with proof of a nationally recognized certification from any one of the following organizations:

American Council on Exercise (ACE)  
Aerobics and Fitness Association of America (AFAA)  
American College of Sports Medicine (ACSM)  
National Strength and Conditioning Association (NSCA)  
B. A., M.A., in Exercise Science, Exercise Physiology or Exercise Kinesiology

WE WISH TO REMIND ALL OWNERS THAT WHILE THIS MAY PROVE TO BE AN INCONVENIENCE, THESE PROTECTIONS ARE IN PLACE FOR YOUR BENEFIT. IN THE EVENT YOU OR YOUR TRAINER IS INJURED WHILE IN THE FITNESS ROOM, THE POSSIBILITY EXISTS THAT YOU OR THE CONDOMINIUM CAN BE SUED DIRECTLY BY THE INJURED PARTY.

We do thank you for your anticipated cooperation but regret any inconvenience experienced by the necessity of meeting these criteria.

Sincerely,  
The Hudson Condominium

## Personal Trainer Waiver – The Hudson Condominium Fitness Room

I hereby request permission to use the fitness room at 225 West 60<sup>th</sup> Street as a personal trainer for the Unit Owner referenced below. I understand that my presence in the fitness room and my use of the equipment is at my own risk.

I understand that the use of the facility may involve great risk to persons with physical disabilities and certain medical conditions. I have no such physical disabilities and suffer from no medical conditions which would put me at such risk by using the facility. Further, I have not been instructed by a physician not to utilize the equipment nor to participate in any activities of the type offered by the fitness room.

In consideration for allowing me to train the Unit Owner referenced below and making the fitness room facility available to me, I acknowledge and agree that The Hudson Condominium, its' Board of Managers, its' Unit Owners, its' Managing Agent and its Agents and employees are not responsible and are hereby released from all claims, losses, damages, liabilities or demands of any kind on account of any damage, injury to or other effect upon my health or physical condition which may occur as a result of my use of the fitness rooms' equipment or my presence in the fitness room.

I assume full responsibility for any injuries or damages, which may occur to me at such fitness room or by reason of the use of the equipment.

~~I assume full responsibility for any loss or damage to my personal property, which may occur in the fitness room.~~

I agree to use the equipment in the fitness room without any supervision.

This waiver shall include any and all claims, demands, damages, causes of action, present or future, whether known or unknown, resulting from my use of the fitness room or its' equipment.

I have not requested or received any express representations or warranties as to the use of the equipment and The Hudson Condominium does not make any implied representations or warranties with regard to the fitness or use of the equipment.

This waiver has been executed by me and may not be used by any other person for the purpose of using the fitness room. I HAVE REVIEWED A COPY OF THE RULES AND REGULATIONS and agree to be bound by them and any amendments to them hereafter provided to me.

I agree that any dispute or question concerning the use of the fitness room may be resolved by the Board of Managers of the Hudson Condominium and the decision of the Board shall be, in all respects, binding upon me.

I have read and understand the above waiver. I acknowledge receipt of the rules and regulations and agree to abide by them.

\_\_\_\_\_  
Signature of Trainer

\_\_\_\_\_  
Signature of Unit Owner

\_\_\_\_\_  
Apt #

\_\_\_\_\_  
Date