



**Island Condo Management Corp.**

**57 Beach Street**

**Staten Island, New York 10304**

**718-981-2500**

- Consulting
- Staffing
- Accounting Services
- Budgets

**TO: ATTORNEYS**

**RE : BAYVIEW TOWER CONDOMINIUM**

**OWNER(S):**

**BUYER(S):**

**PREMISES: STATEN ISLAND, NEW YORK**

Regarding the sale of the referenced unit, the following items are required.

**ENCLOSED IS A PACKAGE FOR THE PURCHASER TO REVIEW AND COMPLETE, PLEASE HAVE THEM READ THIS CAREFULLY.**

1. Kindly forward a copy of the face page and signature page of the contract of sale setting forth the full name(s) and social security number(s) of the purchaser
2. A processing fee of \$150.00 from the buyer and \$150.00 from the seller must accompany item 1, payable to ISLAND CONDO MANAGEMENT CORP.
3. A certified check payable to BAYVIEW TOWER CONDOMINIUM in the amount of **One Thousand Dollars (\$1,000.00)** representing the fee for the General Maintenance Fund.
4. A certified check payable to BAYVIEW TOWER CONDOMINIUM in the amount of **Five Hundred (\$500.00)** from the seller for outstanding electric bill (balance, if any, will be remitted).
5. A certified check payable to BAYVIEW TOWER CONDOMINIUM in the amount of **Five Hundred (\$500.00) each from the buyer(s) and seller(s)** for the move-in/out fee. (Refundable after 30 days if there is no damage).
6. **ALL FEES MUST BE PAID PRIOR TO CLOSING**
7. For purposes of issuing an insurance certificate of the Master Condo Policy, please provide the exact name and address of the lending institution as they request in their mortgage commitment.

8. Approximate closing date.

Please note that upon submission of all documentation, the package will be reviewed and forwarded to the Board of Managers for their review and the issuance of right of First Refusal. If any items are missing the package will be considered incomplete and returned. Also, note that the management will fill out one (1) questionnaire. All additional questionnaires will be charged **One Hundred \$100.00 each**.

Once you have obtained the Waiver from the Board and close, the buyer's or their attorney must submit the following to ISLAND CONDO MANAGEMENT CORP:

1. Written notification that such unit has closed including: the unit number, the date of closing, seller's name and buyer's name.
2. Forwarding address of seller.
3. Social Security Number of seller(s) and buyer(s).
4. Copy of the deed.
5. Completed New Unit Owner Information Form (enclosed).
6. Completed Unit Owners Power of Attorney (enclosed).

If you require any documents for closing they must be requested in writing at least 30 days prior to closing and in time to be reviewed at a board meeting.

The buyer, after closing, must make the appropriate arrangements with the superintendent to schedule a move-in date. Such date will be confirmed by this office. Under no circumstances is any moving activity allowed without the appropriate notification, and scheduling with the superintendent.

Move-ins/outs are allowed, Monday through Friday from 9:00 a.m. to 5:00 p.m. No move-in/out during the holidays and Sundays or after 5:00 p.m. If these dates and times are not strictly adhered to you may forfeit your move in/out fee.

Should you have any questions regarding the above, please feel free to contact the undersigned.

Very truly yours  
Gail E. Brennan  
Sales/Legal Dept

**cc: (ATTORNEY FOR PURCHASER)**

**Bayview Tower Condominium  
Application for Purchase of Apartment  
Page 3**

**Bank(s):** \_\_\_\_\_  
**Checking:** \_\_\_\_\_  
**Savings:** \_\_\_\_\_

**I acknowledge I've received a copy of the Offering Plan, By Laws, and House Rules, have reviewed them and understand them in full.**

\_\_\_\_\_  
**Signature of Purchaser**

\_\_\_\_\_  
**Signature of Seller**

Originally Typed: January 17, 2002  
Re-Typed: October 21, 2003

Unit Owners  
80 Bay Street Landing  
Staten Island, NY 10301

RE: General Maintenance Fund Contribution

Dear Unit Owner:

The Board of Managers for the Bayview Tower Condominium Association has unanimously approved the implementation of a new Component Replacement and General Maintenance Fund. This concept was first introduced at the general meeting of December 4, 2001 and adopted by resolution at the regular Board Meeting of December 19, 2001.

The purpose of this fund will be to pay for the future replacement of common area components not included in the present reserve. These costs would otherwise be funded from monthly common area maintenance revenues. A \$1,000 fee paid upon title transfer for the sale of any unit by the buyer or seller and disclosed to any purchaser at contract signing will finance the fund. A check in the amount \$1,000 would be forwarded to the Association by the closing attorney. This payment will be a component of the letter issued by the Association indicating the units' account as being up-to-date subject to its receipt from closing proceeds. Additional units purchased by existing unit owners are excluded from the fee.

It is the Board of Managers hope that these funds will help maintain a reasonable level of maintenance charges going forward.

Sincerely,

## MEMORANDUM

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

TO: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FROM:

SUBJECT: 80 Bay Street Landing  
Unit # \_\_\_\_\_ Closing Documents

\_\_\_\_\_ To \_\_\_\_\_

Dear Sir or Madam:

Enclosed please find the following documents as they pertain to the above referenced matter:

- Waiver of Right of First Refusal
- Certificate of Insurance
- Unit Owners Power of Attorney
- Indemnification/ Hold Harmless Agreement (if applicable)
- New Unit Owner Information Sheet
- Letter stating the Common charges and assessment are paid to date

Once the closing for this unit is complete, please forward to our office the complete new unit owner information sheet and a copy of the unit owners Power of Attorney before it gets filed with the city.

**\*Please note your \$250 fee will not be refunded until this information is received in our office.**

**NEW UNIT OWNER INFORMATION  
Bayview Tower Condominium**

(Please Print Clearly)

Shareholder(s) Name(s): \_\_\_\_\_  
\_\_\_\_\_

Apartment #: \_\_\_\_\_ Home #: \_\_\_\_\_

Work #: \_\_\_\_\_ Cell #: \_\_\_\_\_

E-mail: \_\_\_\_\_  
\_\_\_\_\_

Emergency Contact Name & Phone \_\_\_\_\_  
\_\_\_\_\_

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

**If the apartment is rented at the time of closing, the following section is to be completed as well:**

Subtenant(s) Name(s):  
(as listed on sublease)  
\_\_\_\_\_  
\_\_\_\_\_

Home #: \_\_\_\_\_ Lease Start: \_\_\_\_\_

Work #: \_\_\_\_\_ Lease End: \_\_\_\_\_

## APPLICATION FOR PURCHASE OF APARTMENT

Unit No.: \_\_\_\_\_ Sale Price: \$ \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ SS#: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Proposed Purchaser: \_\_\_\_\_ Income: \$ \_\_\_\_\_

Proposed Purchaser Address: \_\_\_\_\_

Buyer's Attorney: \_\_\_\_\_

Buyer's Attorney's Address: \_\_\_\_\_

Amount of financing, if any: \$ \_\_\_\_\_

Seller's name: \_\_\_\_\_

Seller's Attorney: \_\_\_\_\_

Seller's Attorney's Address: \_\_\_\_\_

Broker's name (if any); if none, write "None": \_\_\_\_\_

Business connection and position of proposed purchaser (s): \_\_\_\_\_

Business address and phone number: \_\_\_\_\_

Bayview Tower Condominium  
Application for Purchase of Apartment  
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Do you intend to reside in the apartment? Check one: \_\_\_\_\_ Yes \_\_\_\_\_ No

Name(s) of all people who will reside in the apartment: \_\_\_\_\_  
\_\_\_\_\_

Names of clubs and society memberships applicant belongs to: \_\_\_\_\_  
\_\_\_\_\_

Names of all residents in the building known by the applicant: \_\_\_\_\_  
\_\_\_\_\_

Address(es) of any additional residence(s) owned or leased by the applicant:  
\_\_\_\_\_  
\_\_\_\_\_

Will applicant maintain pets in apartment? If so, please specify: \_\_\_\_\_  
\_\_\_\_\_

REFERENCES

Present Landlord (if applicable): \_\_\_\_\_

Address of Present Landlord: \_\_\_\_\_  
\_\_\_\_\_

PERSONAL REFERENCES

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_



Bayview Tower Condominium  
Application for Purchase of Apartment  
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Bank(s): \_\_\_\_\_

Checking: \_\_\_\_\_

Savings: \_\_\_\_\_

I acknowledge I've received a copy of the Offering Plan, By Laws, and House Rules, have reviewed them and understand them in full.

\_\_\_\_\_  
Signature of Purchaser

\_\_\_\_\_  
Signature of Seller

\_\_\_\_\_

**INFORMATION FORM**  
**Bayview Tower Condominium**

(Please Print Clearly)

Unit Owner(s) Name(s): \_\_\_\_\_  
(as listed on stock certificate) \_\_\_\_\_

Apartment #: \_\_\_\_\_ Home Phone #: \_\_\_\_\_

Work Phone #: \_\_\_\_\_ Emergency Contact Name & Phone #: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

If subleasing apartment, the following section is to be completed as well:

Subtenant(s) Name(s): \_\_\_\_\_  
(as listed on sublease) \_\_\_\_\_

Home Phone #: \_\_\_\_\_ Lease Start: \_\_\_\_\_

Work Phone #: \_\_\_\_\_ Lease End: \_\_\_\_\_  
\_\_\_\_\_



# 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.

THE CITY OF NEW YORK  
DEPARTMENT OF HEALTH  
AND MENTAL HYGIENE

Michael R. Bloomberg Mayor  
Thomas R. Frieden, M.D., M.P.H. Commissioner

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).

If 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: \_\_\_\_\_  
(Print) (Address/Apt. No.)

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

## RETURN THIS FORM TO:

\_\_\_\_\_  
Owner/Manager's Name

\_\_\_\_\_  
Owner/Manager's Address

**For Further Information Call:  
Window Falls Prevention (212) 676-2162**

\*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.



- of a foreclosure or other judicial sale or otherwise pursuant to Sections 2.4(xv) and 6.4(C) of the By-Laws;
- (c) to acquire or lease or rent on such terms (including price or rental) and conditions as said attorneys-in-fact shall determine in their sole and absolute discretion real property, for the use and occupancy of an employee or otherwise pursuant to Section 5.18 of the By-Laws or for any other purpose in furtherance of the interests of the Unit Owners as said attorneys-in-fact shall determine in their sole discretion, reasonably exercised, pursuant to Section 2.4(ii) of the By-Laws;
  - (d) to acquire or lease, in their sole and absolute discretion any Unit, together with its Appurtenant Interest, on the exercise of the right of first refusal, (but as to an acquisition, subject to obtaining the prior approval of Unit Owners owning a majority of the Common Interests of all Unit Owners in accordance with Sections 2.4(ii) and 2.4(xv) of Article 2 and Section 7.2(C) of Article 7 of the By-Laws);
2. to convey, sell, lease, mortgage, or otherwise deal with (but not vote the Common Interests appurtenant to) any such Unit or real property so acquired by the Condominium Board on behalf of the undersigned, or to sublease any Unit so leased by the Condominium Board on behalf of the undersigned, on such terms (including, without limitation, price, rental and financing terms) as said attorneys-in-fact may determine in their sole and absolute discretion;
  3. to lease or grant licenses for portions of the Common Elements on such terms and conditions as shall be determined by said attorneys-in-fact in their sole and absolute discretion; and
  4. to execute, acknowledge, deliver and, if necessary, record:
    - (a) any application, declaration, document, amendment or other instrument affecting the Condominium that the Condominium Board deems necessary or appropriate to comply with any Law, zoning resolution, or requirement of the Department of Buildings, the City Planning Commission, the Board of Standards and Appeals, or any other governmental authority, the maintenance, demolition, construction, alteration, repair, or restoration of the Property or any part thereof;

\*Delete whichever is inapplicable.

- (b) any agreement, application, document, consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting either (i) the Condominium or the Common Elements or the sidewalk adjacent to the Property that the Condominium Board deems necessary or appropriate or (ii) a Unit or a Unit's Individual Limited Common Elements that the owner of such Unit requests, if required by the Declaration or the By-Laws, or if deemed appropriate by said attorneys-in-fact in their sole and absolute discretion;
- (c) any application, consent, document or other instrument affecting the Condominium or one or more or all Units which Sponsor deems necessary or which may be required by any governmental authority with jurisdiction to effectuate the allocation of real estate tax exemption and tax abatement benefits among all Units of the Condominium (including without limitation, those Units which were created by increasing the cubic content of the Building and/or those Units which might otherwise not qualify to receive such benefits); and
- (d) all agreements, zoning lot declarations, zoning lot merger agreements, zoning lot certifications, declarations of zoning lot restrictions, allocation agreements, covenants and any and all documents of any type whatsoever which may be required by Sponsor to effectuate the transfer of excess zoning and development rights in the Property to any transferee designated by Sponsor. (No Unit Owner and no Mortgagee shall be deemed to have any interest whatsoever in such excess zoning and development rights, which shall belong exclusively to Sponsor. The proceeds of any such sale or transfer shall belong to Sponsor.)

The acts of a majority of such persons constituting the Condominium Board shall constitute the acts of said attorneys-in-fact.

The undersigned (does) (do)\* hereby irrevocably nominate, constitute and appoint Breakwater Associates (hereinafter referred to as "Sponsor") and (with respect to the powers conferred pursuant to paragraph (2) below) each successor to or assignee of Sponsor's rights pursuant to Article 24 of the Declaration, as attorney-in-fact for the undersigned, coupled with an interest, with power of substitution, to amend from time to time said Declaration, By-Laws, Rules and Regulations and Floor Plans of the said Condominium, or any of said documents, when such amendment:

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\*Delete whichever is inapplicable.

1. shall be required to reflect any changes in Unsold Units or a Unit whose owner has been transferred certain rights of Sponsor in accordance with the terms of Article 12 of the Declaration and/or the reapportionment of the Common Interests of the affected Unsold Units or Unit resulting therefrom made by Sponsor in accordance with Article 12 of the Declaration; or
2. shall be required by:
  - (a) an Institutional Lender designated by Sponsor to make a mortgage loan secured by a mortgage on any Unit,
  - (b) any governmental agency having regulatory jurisdiction over the Condominium, or
  - (c) any title insurance company selected by Sponsor to insure title to any Unit,
3. to execute, acknowledge, deliver and, if necessary record from time to time any one or more times any application, consent, document or other instrument affecting the Condominium or one or more or all Units which Sponsor deems necessary or which may be required by any governmental authority with jurisdiction to effectuate the allocation of real estate tax exemption and tax abatement benefits among all Units of the Condominium (including without limitation those Units which were created by increasing the cubic content of the Building and/or those Units which might otherwise not qualify to receive such benefits);
4. to execute, acknowledge, deliver and record one or more times and from time to time any and all agreements, zoning lot declarations, zoning lot merger agreements, zoning lot certifications, declarations of zoning lot restrictions, allocation agreements, covenants and any and all documents of any type whatsoever which may be required by Sponsor to effectuate the transfer of excess zoning and development rights in the Property to any transferee designated by Sponsor and to insert the tax lot and other pertinent information in any Waiver of Declaration of Zoning Restrictions executed by the Under-signed. (No Unit Owner and no Mortgagee shall be deemed to have any interest whatsoever in such excess zoning and development rights, which shall belong exclusively to Sponsor. The proceeds of any such sale or transfer shall belong to Sponsor.)

\*Delete whichever is inapplicable.