

## *SALES APPLICATION*

**LINDEN TOWERS COOPERATIVE #1, INC.**

**31-50 140<sup>th</sup> Street**

**138-20 31<sup>st</sup> Road**

**Flushing NY 11354**

**Contact Information:**

Ms. Susan Rubin  
Transfer Agent  
Kaled Management Corp.  
7001 Brush Hollow Road  
Westbury, NY 11590

(516) 876-4800

Bldg. # 472

**APPLICATION PACKAGE CHECKLIST:**

The following items must be included with the application:

1. Purchase Application including financial schedules \_\_\_\_\_
2. Copy of the fully executed Contract of Sale (Blumberg Contract Form Preferred) \_\_\_\_\_
3. Copy of the loan commitment letter if purchaser is obtaining a mortgage \_\_\_\_\_  
Note: Packages will not be sent to the Board without commitment letter.
4. Three executed original recognition agreements (Aztech Form only) \_\_\_\_\_  
if sale is being financed. (Can be submitted prior to closing)
5. Copy of W-2 forms and federal income tax forms with all attachments \_\_\_\_\_  
for prior two (2) years. Note: All tax returns must be signed and dated.  
(Please remove social security #)
6. Letter from landlord or managing agent stating your monthly rent \_\_\_\_\_  
or maintenance, length of tenancy & amount of rent paid. (Previous landlord  
if living at current residence less then one year) If applicant is selling  
a residence, please provide copy of pending sale or copy of  
closing statement.
7. Letter of employment from the Human Resources Manager or \_\_\_\_\_  
Personnel Director, stating length of employment, title, & salary.  
(Salary must be disclosed). Two (2) most recent pay stub from latest payroll check.  
If employed less then one year, please attach letter from previous employer.  
If applicant is retired, copies of pension or social security award letters.  
If applicant is self-employed, a letter from accountant stating annual  
income and net worth. Please attach latest balance sheet & profit & loss statement.
8. (2) two letter of personal reference letters. (non-related parties). \_\_\_\_\_
9. Letters from present banks confirming balance in accounts or copy of (3) \_\_\_\_\_  
three months most recent bank statements.
10. Credit Check/Criminal Authorization for each purchaser. \_\_\_\_\_
11. Lead Paint rider, Carbon Monoxide Rider, and Smoke Detector rider \_\_\_\_\_  
and Window Guards rider, signed by both seller(s) and purchaser(s)
12. No Dog rider Signed and notarized \_\_\_\_\_
13. Corporation Requirements signed \_\_\_\_\_

14. Letter of Affirmation from the attorney for the purchaser stating that he has no knowledge that the price reflected in contract is not in fact the true price for purchase. \_\_\_\_\_
15. Purchaser must provide evidence of Home Owners Insurance at closing \_\_\_\_\_
- All prospective Purchasers and everyone living in the apartment are subject to application review and Board interview and approval. The Management Corp. will contact the prospective purchaser for interview upon receipt of an acceptable credit check and application review. Should a prospective purchaser wish to have an interpreter present at board interview, the Board welcomes such additional individual.
  - Prospective purchasers should be sure to review the financials and all amendments in addition to those corporate documents while purchasers, in standard contract of sale form, represent they have read. (Note: No offering plan just financials can be obtained)
  - Please submit **Two (2) COLLATED COPIES AND ONE (1) ORIGINAL (Totaling Three (3) complete packages).**
  - *Please remove your social security number from all documents except credit check authorization*

**Required Application Fees – (All fees to be paid by Certified Check or Money Order)**

- \* Administration fee of **\$600.00** payable to Kaled Management Corp. (purchaser)
- \* Credit check fee of **\$150.00 per person** payable to Kaled Management Corp. (purchaser)
- \* Move in deposit of **\$1000.00** payable to Linden Towers Cooperative #1, Inc., which is refundable assuming you adhere to the Cooperative's moving policy. (**Purchaser**)
- \* Submit completed packages to: **Ms. Susan Rubin c/o Kaled Management Corp., 7001 Brush Hollow Road, Westbury, NY 11590**. Please allow three (3) weeks for the processing of the application and the Board interview.
- \* Any packages not submitted in their entirety will be returned Two (2) **COLLATED COPIES AND ONE (1) ORIGINAL** are to be submitted (Totaling Three (3) complete packages).
- \* Please remove social security from all documents except the credit authorization

**Linden Towers Cooperative #1, Inc fees to be paid at closing**

- \* Move out deposit of **\$1,000.00** payable to Linden Towers Cooperative #1, Inc., which is refundable assuming you adhere to the Cooperative's moving policy. (**Seller**)
- \* Seller to pay option waiver fee of **\$60.00** per share payable to Linden Towers Cooperative #1, Inc. (due at closing) (Certified Check)

**All closings will take place at the office of Daniels Norelli Scully & Cecere, P.C. located at 97-77 Queens Blvd Ste: 620, Rego Park, NY 11374  
Robert Cecere Esq. 718-459-8000**

### Corporation Requirements

Prospective purchasers must have a gross (pre-tax) annual income of five (5) times the annual basic carrying charge for the unit, plus two (2) times the prospective buyer's outstanding bank or other liabilities together with any loans that will be obtained to purchase apartment.

Applicants will be rejected for any of the following reasons:

- \* Failure to meet the financial requirements as stated above
- \* A history of failing to meet financial obligations.
- \* A history of objectionable behavior as a resident elsewhere.
- \* Intention to exceed the maximum occupancy of the unit, that is, two adults per bedroom.
- \* Providing false information on this application.

Garage parking spaces are not sold with apartments, but are rented, when available, on the basis of a waiting list arranged in order of tenant closing dates.

**Purchasers Signature:** \_\_\_\_\_

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

PURCHASE APPLICATION

Application is herewith submitted for the purchase of \_\_\_\_\_ shares of common stock of Linden Towers Cooperative #1, Inc., and for the right of residency in Apartment # \_\_\_\_\_ in the Bentley \_\_\_\_\_ or Ardsley \_\_\_\_\_. Please check which building the apt. is located.

Seller's Name(s): \_\_\_\_\_

Telephone Numbers - Home: ( ) \_\_\_\_\_ Work: ( ) \_\_\_\_\_

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

Name of Firm & Address: \_\_\_\_\_

Telephone/Fax Number: ( ) \_\_\_\_\_ / ( ) \_\_\_\_\_

Purchase Price \_\_\_\_\_ Amount of Financing \_\_\_\_\_

\*Note: Can Finance 75% of the purchase price.

10% Deposit on Contract \_\_\_\_\_ Cash Needed to Close \_\_\_\_\_

Special Conditions (if any) \_\_\_\_\_

Applicant Name \_\_\_\_\_

Social Security Number(last 4 digits) \_\_\_\_\_

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

Home Telephone Number(s) ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

Work Telephone Number(s) ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

Employer's Name: \_\_\_\_\_

Employer Address \_\_\_\_\_

Length of Employment: \_\_\_\_\_

Present Amount of Monthly Rent: \$ \_\_\_\_\_ Mortgage: \$ \_\_\_\_\_

Name of Landlord and Telephone: \_\_\_\_\_ ( ) \_\_\_\_\_

Length of Residency: \_\_\_\_\_

Reason for Leaving: \_\_\_\_\_

Co -Applicant Name: \_\_\_\_\_

Social Security Number(last 4 digits) \_\_\_\_\_

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

Home Telephone Number(s) ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

Work Telephone Number(s) ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

Employer's Name \_\_\_\_\_

Employer Address \_\_\_\_\_

Length of Employment: \_\_\_\_\_

Present Amount of Monthly Rent: \$ \_\_\_\_\_ Mortgage: \$ \_\_\_\_\_

Name of Landlord and Telephone: \_\_\_\_\_ ( ) \_\_\_\_\_

Length of Residency: \_\_\_\_\_

Reason for Leaving: \_\_\_\_\_

Purchaser's Attorney: \_\_\_\_\_

Name of Firm & Address: \_\_\_\_\_

Telephone/Fax Number: : ( ) \_\_\_\_\_ / ( ) \_\_\_\_\_

Broker Involved: \_\_\_\_\_ (Phone number) \_\_\_\_\_

Name of all persons who will reside in the apartment and, if children, their ages:

<u>Names of Adults</u>	<u>Names of Children</u>	<u>Ages of Children</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

For any children residing elsewhere, please provide names, ages, and current addresses:

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Name of all residents at the Linden Towers Cooperative #1, Inc. known by applicant:

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Do you own a cat? \_\_\_\_\_

List any musical instruments played by Purchasers and the extent they are played at home:

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Address, brief description, and future plans for any additional residence owned or leased:

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Provide whatever information you wish to demonstrate your ability to pay the monthly maintenance charges and the mortgage, if any.

**PURCHASER 1:**

Annual Salary (Attach copies of the last two W-2 and Federal Income Tax forms and the three most recent paycheck stubs):

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Other income (specify source and amount):

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**PURCHASER 2:**

Annual Salary (Attach copies of the last two W-2 and Federal Income Tax forms and the three most recent paycheck stubs):

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Other income (specify source and amount):

\_\_\_\_\_

Total Combined Income from All Sources:

\_\_\_\_\_

Use this space to provide any additional information in support of your application:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Current Housing Status (Please use one copy of this page for each purchaser):

Name of Purchaser: \_\_\_\_\_

Rent \_\_\_\_\_ Own \_\_\_\_\_ Other (explain) \_\_\_\_\_

If presently renting:

Landlord's name \_\_\_\_\_ Tel ( ) \_\_\_\_\_

If presently living in Co-op, Condo, or Private Home:

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

Managing Agent's name \_\_\_\_\_ Tel ( ) \_\_\_\_\_

Reason for Leaving \_\_\_\_\_

Length of Residence \_\_\_\_\_

If less than 3 years at current address, give previous addresses:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I declare that I have examined this application and to the best of my knowledge, it is true, correct and complete. I acknowledge receipt, have read, and agree to adhere to the House Rules and Alteration Agreement of Linden Towers Cooperative #1, Inc.

Signature of Applicant: \_\_\_\_\_

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

Signature of Co-Applicant: \_\_\_\_\_

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

# ASSETS AND LIABILITIES STATEMENT

Applicant's Name \_\_\_\_\_  
 Statement of Financial Condition as of the \_\_\_\_\_ day of \_\_\_\_\_,  
 20\_\_\_\_

Please Note: Supporting documentation for all assets and liabilities is to be attached to this statement. Please use the word "none" where no amount is to be entered.

ASSETS		LIABILITIES	
Cash in bank (attach bank statements)	\$	Notes Payable	\$
Down payment on contract (if paid)		Mortgages payable	
Securities (Stocks & Bonds - attach statements & schedule F)		Unpaid Real Estate Taxes	
Cash value of life insurance, less any loans		Unpaid Income Taxes	
Investment in own business		Accounts Payable	
Real Estate Owned		Outstanding Credit Card Balances	
Vested Interest in Retirement Fund (include IRAs and 401Ks)		Other Liabilities (itemize)	
Automobile (make and year)			
Loans and Notes Receivable			
Personal Property and Furniture			
Other Assets (itemize)			
TOTAL ASSETS	\$	TOTAL LIABILITIES	\$
		NET WORTH (excess of assets over liabilities)	\$
Contingent Liabilities (personal guarantees or potential liabilities)	\$		

The foregoing statements and details pertaining thereto, both printed and written, have been carefully read and the undersigned hereby solemnly declares and certifies that same is a full and correct exhibit of my/our financial condition.

Date \_\_\_\_\_

Signature of Applicant \_\_\_\_\_

\_\_\_\_\_

EARLY INCOME AND EXPENSE STATEMENT

Instructions: If the income tax statement you submit with this application is for the prior calendar year, then complete this form for the current calendar year only. If you have not submitted a filed income tax statement for the prior calendar year, please complete two forms; one for the preceding year and one for the current year.

Applicant's Name \_\_\_\_\_

INCOME		EXPENSES	
Salary (or earned income)	\$	Mortgage Payments	\$
Bonus and Commissions		Real Estate Taxes	
Real Estate Income (Net)		Rent/Co-op/Condo Maintenance	
Share of partnership income (loss)		Loan or Note Payments	
Business Income (Net) Sole Proprietorship		Auto Loan/Lease Payments	
Dividends		Insurance Premiums	
Interest		Tuition Expenses	
Pension (IRA, Keogh)		Charitable Contributions	
Social Security		Medical (unreimbursed)	
Investments (describe)		Alimony, Child Support,	
		Living Expenses (food, clothing, utilities, etc.)	
Other Income (itemize)		Credit Card Payments	
		Investment Expenses	
		Pension (IRA, Keogh)	
		Other Expenses (itemize)	
TOTAL INCOME	\$	TOTAL EXPENSES	\$

Do you have any unsatisfied judgments or legal actions pending against you and the amounts involved \_\_\_\_\_

Have you ever gone through bankruptcy or other insolvency proceedings? \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Applicant





		\$
		\$
Total - Amount must match amount stated under Assets		\$

**SCHEDULE G - RETIREMENT FUNDS - IRAs AND 401Ks**

Name of Institution	Account No.	Balance
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total - Amount must match amount stated under Securities		\$

Re: Sale of Apartment # \_\_\_\_\_ Address: \_\_\_\_\_

**CREDIT CHECK AUTHORIZATION**

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

Date of Birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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Signature

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Dated

Re: Sale of Apartment # \_\_\_\_\_ Address: \_\_\_\_\_

**CREDIT CHECK AUTHORIZATION**

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

Date of Birth: \_\_\_\_\_

Social Security Number: \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dated

Release of Information Authorization

Authorization to obtain Criminal, Credit/Litigation Report

In order to comply with the provision of Section 6.06 (A) of the Federal Fair Credit Reporting Act, I hereby authorize any individual, company or institution to release to Kaled Management Corp. and/or its representative any and all information that they have concerning any Criminal/Litigation activity.

I hereby release the individual, company or institution and all individuals connected therewith from all liability for any damage whatsoever incurred in furnishing such information.

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

Date of Birth: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Date of Birth: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_



Re: Building Address: \_\_\_\_\_

Apartment # \_\_\_\_\_

The undersigned applicant(s) is (are) submitting an application to purchase/sublease the above referenced apartment.

Applicant has submitted payment for certain fees including but not limited to fees to check applicants' credit and to process this application.

Applicant acknowledges that the application to purchase/sublet the apartment may or may not be approved by the Board of Directors of the Cooperative Corporation owning the building in its sole discretion and that if the application is approved or not approved certain costs and expenses will be incurred and the fees described above will not be refunded to the applicants.

The applicant(s) releases both the cooperative corporation and the managing agent from any liability for the return of these funds incurred in processing the application, and agrees that in the event the applicant seeks recovery of such fees, the applicants shall be liable for all cost and expenses (including attorney's fees) incurred by the cooperative, transfer agent and/or managing agent.

Applicant \_\_\_\_\_

Applicant \_\_\_\_\_

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

**WINDOW GUARDS REQUIRED**

**NOTICE TO OWNER**

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

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

- If you ask him to put in window guards at any time (you need not give reason)
- If a child 10 years of age or younger lives in your apartment

It is a violation of law to refuse, interfere with installation, or remove window guards where required.

**CHECK ONE:**

- CHILDREN 10 YEARS OF AGE  
OR YOUNGER LIVE IN MY APARTMENT
- NO CHILDREN 10 YEARS OF AGE OR  
YOUNGER LIVE IN MY APARTMENT
- I WANT WINDOW GUARDS EVEN  
THOUGH I HAVE NO CHILDREN  
10 YEARS OF AGE OR YOUNGER

\_\_\_\_\_  
SHAREHOLDER (PRINT)

\_\_\_\_\_  
SHAREHOLDER(SIGNATURE)

\_\_\_\_\_  
SHAREHOLDER(SIGNATURE)

**FOR FURTHER INFORMATION CALL:**

Window Falls Prevention Program  
New York City Department of Health  
125 Worth Street, Room 222A  
New York, N.Y. 10013  
(212) 566-8082

**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-based 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 lessor's 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 \_\_\_\_\_

Linden Towers Cooperative #1, Inc.

"WE UNDERSTAND AND ACKNOWLEDGE THAT LINDEN TOWERS COOPERATIVE #1, INC. DOES NOT ALLOW DOGS, AND WE WILL NOT HARBOR ANY DOGS IN THE APARTMENT AT ANY TIME DURING THE OWNERSHIP OF THE APARTEMNT"

BY: \_\_\_\_\_

BY: \_\_\_\_\_

State: of New York

County:

Notary \_\_\_\_\_

Notice

TO: ALL SHAREHOLDERS  
LINDEN TOWERS # 1

FROM: BOARD OF DIRECTORS

RE: MOVE-IN/MOVE-OUT POLICY

DATE: MARCH 1, 2012

.....

Below listed is the move-in/move-out policy for our building:

- You must schedule your Move on Monday through Friday, 8:00 a.m. - 4:00 p.m.
- No one is permitted to use the front lobby entrance. The side service entrance is to be used for move-ins and move-outs.
- Please contact the Superintendent 48 hours prior to scheduled date so arrangements can be made to pad the elevators. Kindly leave a message for the Superintendent at 646-508-1258.

Please note- there will be a \$250.00 fine imposed for anyone not abiding by the terms of this policy.

\_\_\_\_\_  
Signature of Shareholder

LINDEN TOWERS COOPERATIVE #1  
31-50 140TH STREET, BOX 701  
FLUSHING, NY 11354

## **House Rules and Regulations**

(Revised 13 May 2014)

### **I. General**

- 1. These House Rules are binding on all shareholders, their families, guests and their agents.**
- 2. Concerns about any violation of these rules need to be made in writing by the shareholder to Management with a copy to the Board of Directors.**
- 3. Every shareholder must maintain a cooperative homeowner's insurance policy. This policy should cover the contents of the shareholder's apartment. Individual shareholder's belongings are not covered under the Cooperative's blanket insurance policy. Evidence of homeowner's insurance is required before a shareholder may move into an apartment.**

### **II. Common Areas**

- 1. Smoking is strictly prohibited in common areas in accordance with New York City and State laws. The common areas include, but are not limited to elevators, stairways, hallways, lobbies, laundry room, etc.**
- 2. All public halls, stairways of the building and fire escapes must be kept clear at all times by order of the NYC Fire Department.**
- 3. Only authorized personnel are permitted on the roof.**
- 4. Loitering, ball playing, bicycle riding, roller skating, and skateboarding in or around vestibules, lobbies and areas outside the entrances of the buildings is not permitted.**
- 5. Notices may be posted only on the bulletin board located in the laundry room unless otherwise authorized by the Board of Directors.**
- 6. All deliveries of equipment, appliances, etc. must be made through the service entrances. All unauthorized deliveries will be stopped by management and will be subject to a fine of \$200.00. Management must be notified 24 hours prior to any deliveries so padding may be installed in the elevator prior to the delivery.**
- 7. Carriages, stroller, shopping cart, bicycles and all other wheeled vehicles must enter and exit through the service entrances only.**
- 8. Public halls, stairways and lobbies shall not be obstructed in any manner whatsoever.**
- 9. Soliciting of any kind is not permitted in the buildings.**

10. Shareholders shall keep off of all landscaped areas and lawns. There shall be no planting, watering or picking of flowers and plants on Cooperative property without the Board's consent.
11. No shareholder shall cause or permit any moped, motorcycle or other vehicle or machine powered by flammable fuel to be kept in any dwelling unit or common area, except in a space rented for the purpose in the garage.
12. No door mats may be placed in the public hallways.

### **III. Moving**

1. When moving in or out, the shareholder must obtain a permit from Management and notify them of the day, time, and the name and phone number of the moving company.
2. The use of elevators must be scheduled with Management and is limited to Monday through Friday from 8:00 a.m. until 4:00 p.m. Moving on Saturday and Sunday is not permitted.
3. All moves must be made through the service entrances only.
4. Shareholders and their agents are responsible for all damages incurred during the move.
5. Violators of the moving policy will be subject to a \$250.00 fine.

### **IV. Garage**

1. Garage parking is solely for shareholders who are not in arrears with their maintenance and are otherwise in good standing.
2. No storage is permitted in the garage.
3. Repairing or servicing of vehicles is prohibited in the garage, approach ramps or on any part of the Cooperative property. Washing vehicles is permitted only in designated areas.
4. Parking on ramps or in other shareholders' reserved spaces is prohibited.

### **V. Laundry**

1. The laundry rooms are open from 7:30 a.m. to 9:00 p.m., seven days a week.
2. The laundry rooms are for residents only. For refund service, please contact the service company posted in the laundry room.
3. Additional rules are posted in the laundry.

### **VI. Storage Rooms**

1. Only shareholders who have rented storage units are permitted to use storage rooms.

2. No flammable, hazardous, or explosive materials are permitted in the storage rooms.
3. Shareholders store their belongings at their own risk. Neither the Cooperative nor Management shall be responsible for the loss, theft or destruction of any contents in the storage rooms for any reason whatsoever.

## VII. Sanitation

1. Shareholders are responsible for keeping their apartments clean, odor free, and free of clutter that impedes access to the exits and fire escapes.
2. Pigeons, birds and other animals are not be fed from windows, windowsills or any public portion of the buildings or surrounding areas per NYC health regulations.
3. Garbage and refuse from the apartments must be disposed of in the designated areas only. Proper disposal of medical waste must be adhered to. See rules in the compactor rooms. Large items must be deposited near the compactor room in the basement.
4. Shareholders are responsible for all dirt and garbage created by a visitor, employee, contractor, agent or trades persons serving them. Shareholders are to ensure that such agents leave the premises in an orderly and clean condition at the end of each day's work.

## VIII. Security

1. Shareholders shall provide Management with their home and (if applicable) work numbers. In addition, shareholders should provide the name and phone numbers (home and work) of an emergency contact.
2. Shareholders shall provide the Corporation with copies of all entrance door lock keys for their unit and new copies should the locks be changed. If this rule is not observed and it becomes necessary for any reason to break into an apartment, the shareholder shall be liable for all damages to the door, and for all damages to any parts of the building caused by delay in obtaining access to the apartment.

## IX. Cooperative Living

1. Shareholders shall not make or permit disturbing noises in the building nor cause or permit any family, friends, visitors, licensees, servants, equipment or appliances from creating any situation which will interfere with the rights, comforts or conveniences of other residents.
2. Construction, repair work or other installation involving noise should be conducted during weekdays between the hours of 9:00 a.m. and 5:00 p.m. Work on weekends and holidays is not permitted without

prior written consent of Management and the Board of Directors. Shareholders and their agents are responsible for all damages incurred during the construction, repairs, or installation.

3. Shareholders will be held responsible for all acts and all damages caused by their families, guests, pets, as allowed, and employees, including defacement or destruction of any part of the building or grounds.
4. Shareholders are required to carpet 80% of the total floor areas of bedrooms, living room and foyer. Shareholders who at the time of adoption of this rule have less than 80% carpeting will not be subject to this requirement unless there are verified noise complaints against them.

#### **X. Pets**

1. No dogs or non-domesticated animals are to be kept or harbored. No visiting pets will be permitted.
2. Cats are allowed, one per apartment.

#### **XI. Subletting**

1. Subletting apartments is not permitted.

#### **XII. Windows**

1. Rugs, mops, clothing, bed linen, laundry or any related items may not be hung, shook, or draped out windows.
2. Throwing objects from windows is prohibited.
3. No items may be placed on exterior window ledges, fire escapes or attached to the exterior wall or windows of the buildings. Antennas, window boxes and plant containers are strictly prohibited outside of the dwelling unit.

#### **XIII. Alterations/Renovations**

1. Alterations and renovations are not allowed within the apartment without the specific written consent of the Board of Directors. Shareholders wishing to make any change must first submit an alteration application to Management.
2. Any renovations that endanger the structural integrity of the buildings, damage neighboring apartment units, or are in violation of governmental regulations will not be allowed. The breaking through of the exterior wall of the building is prohibited. The removal of a wall or ceiling or creating an opening in the same is prohibited.

#### **XIV. Apartment Inspections**

1. Apartment inspections will take place one a year or as necessary as determined by the Board of Directors. Said inspections will be conducted by Management.

#### **XV. Air Conditioners and Appliances**

1. No air conditioner may be installed into any dwelling unit without first notifying Management. An annual fee is charged for the possession of an air conditioner unit within a dwelling unit. This fee will be imposed even if the air conditioner is not installed in a window or is inoperative. Shareholders are permitted to pay one twelfth (1/12) of the annual fee each month. For the purpose of calculating the annual fee, the air conditioning year will begin on May 1st. The entire annual fee must be paid for any use or possession of an air conditioner during the air conditioner year. Not more than three (3) air conditioner units are allowed in any dwelling unit. One air conditioner, not exceeding 12.5 amperes at 208 volts, may be stalled in the living room. Two air conditioners, not exceeding 7.5 amperes at 110 volts, may also be installed. Air conditioners must utilize the special electrical outlets as provided. No air conditioner may be installed in a fire escape window or protrude onto a fire escape landing. Shareholders must immediately correct any condition where the air conditioner drips on other units or walkways, disrupts the electrical system of the building or creates a danger or unsafe condition. Failure to correct aforementioned conditions will result in the Cooperative requiring the removal of the air conditioner. The Cooperative reserves the right to not to supply electricity to the special outlets during the winter. Air conditioners must be securely fastened to the interior window frame and must be registered with Management prior to installation. [New York City regulations require all air conditioners to be supported by exterior brackets.] Failure to abide by this rule will subject the violator to a \$100.00 fine plus retroactive billing for the current air conditioner fees for the entire air condition year.
2. There will be no washing machines or dryers permitted in the apartments under any circumstances. All residents must use the building laundry rooms or an outside laundry service.
3. No dishwasher may be bought into any dwelling unit less permission in writing is first obtained from the Cooperative. A monthly fee is charged for the possession of a dishwasher and will be imposed even if the dishwasher is inoperative.
4. Shareholders are required to maintain and replace their refrigerators at their own expense. In the event a refrigerator is replaced, the new unit must, at least, equal the previous unit in size and quality. No refrigerator shall exceed twenty-five (25) cubic feet in size.

5. No freezer shall be brought into a dwelling unit unless permission in writing is first obtained from the Cooperative. A monthly fee is charged for the possession of a freezer and will be imposed even if the freezer is inoperative.
6. In the event the Cooperative discovers any air conditioner, freezer, or dishwasher that was brought into a dwelling unit without the written permission of the Cooperative, the Cooperative will impose the fee for the possession of that appliance retroactively for twelve months.

#### **XVI. Default**

1. Violations of any house rules(s) or any term(s) of the Cooperative's by laws and/or proprietary lease may result in legal action to remedy. Any shareholder in violation of said rules and regulations will be responsible for any and all reasonable legal fees, court costs, etc. associated with such violations.

**These house rules may be amended or repealed in whole or in part by the Board of Directors at any time.**

used when there is danger of scratching the elevator walls. The Corporation may impose a fine in the event extra cleaning by the building staff is required because of a renovation. The tenant shareholder shall be responsible for any soiling or damage to the property of the Corporation caused by their contractors.

11. It is the responsibility of the tenant shareholder to dispose of construction debris. The Sanitation Department normally does not remove these materials.
12. A representative of the Corporation, such as the superintendent, shall inspect the finished renovation. The tenant shareholder shall be responsible for correcting any faults or violations of rules discovered during the inspection. The Board of Directors shall have the final authority to determine whether or not any aspect of the work is unacceptable to the Corporation.
13. In the event that a conflict arises between the Renovation Agreement and the Propriety Lease and House Rules, the Propriety Lease and House Rules shall prevail.
14. In the event of a dispute between the tenant shareholder and the Corporation, it is mutually agreed that the parties waive trial by jury.
15. No modification of the Renovation Agreement or of any written consent granted by the Corporation may occur unless it is in writing and signed.
16. The tenant shareholder shall indemnify and hold harmless the Corporation, its officers, agents, and employees from all claims, damages, costs and expenses that arise out of or relating to the Renovation Agreement.

#### AGREEMENT

The undersigned tenant shareholder agrees to the terms of the house rule stated above for their proposed renovations and alterations of their apartment.

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

Apartment Number: \_\_\_\_\_ Check one:  Ardsley  Bentley

Signature: \_\_\_\_\_

Attach description of work, duration, and copies of licenses and insurance as stated above in sections 1 and 2 and send to management. The Board of Directors will issue a letter either granting or denying the renovation or parts thereof.