

288-290 Owners Corp.
288 West 92nd St.
New York, NY 10025

Kaled Management Corp.
7001 Brush Hollow Road
Westbury, NY 11590
(516) 876-4800 Fax (516) 876-6812

SUBLET APPLICATION

Dear Shareholder/Applicant,

The following documents must be submitted as part of your Sublet Package for consideration by the Board of Directors:

1. Completed Sub-Lease Application;
2. Copy of Executed Lease Agreement (not to exceed one (1) year);
3. Copy of W-2 forms, federal and state/local tax returns for most recent two (2) tax years;
4. Two (2) recent pay stubs;
5. Most recent bank statements for all accounts;
7. Letter of Reference from previous Landlord;
8. Letter from current employer stating length of employment, annual salary, title/position and likelihood of continued employment;
9. Three (3) Letters of Reference, along with contact telephone numbers;
10. Signed Window Guard Rider if children ten (10) years old or younger reside in the apartment; signed waiver for window guards if no children;
11. Lead Paint Disclosure. Application will be returned if this form is not completed;
12. No pet rider signed;
14. Payment of required fees (see below);

Required Fees: (All fees must be made payable by Certified Check or Money Order)

- * Monthly sublet fee equal to 10% of the monthly maintenance for the first year. Second year will be 15% of the monthly maintenance.
 - * Enclose check in the amount of **\$400.00 payable to Kaled Management Corp.**, for administration fee;
 - * Enclose check in the amount of **\$150.00 payable to Kaled Management Corp.**, for Credit Check Fee (one fee only if married);
 - * A move-in deposit of **\$250.00 payable to 288-290 Owners Corp.**, from sublease tenant. This is a refundable security deposit that will be returned after sublease tenant moves in; cost of any damage to building or elevators and fines for noncompliance with House Rules will be deducted from this deposit. To request refund after move-in, send a letter of request to Susan Rubin at Kaled Management Corp.;
 - * A move-out deposit of **\$250.00 payable to 288-290 Owners Corp.**, from shareholder (if moving out). This is a refundable security deposit that will be returned after move out; cost of any damage to building or elevators and fines for noncompliance with House Rules will be deducted from this deposit. To request refund after move-out, see above;
 - * Submit completed packages to: **Ms. Susan Rubin / Kaled Management, 7001 Brush Hollow Road, Westbury, NY 11590;**
 - * All proposed sub-tenants are subject to Board interview and approval. All persons who will be residing in the apartment must attend the interview. The Board also reserves the right to interview and approve any persons who will reside in the apartment at a future date;
 - * Any packages not submitted in their entirety will be returned.
- FOUR(4) COLLATED COPIES AND ONE ORIGINAL. Total FIVE(5).**
- * *You must allow at least three (3) weeks for processing of the application.*

Re: Sublet/Sale of Apartment # _____ Address: _____

CREDIT CHECK AUTHORIZATION

Name: _____

Date of Birth: _____

Social Security Number: _____

Home Address:
(Last seven years): _____



In connection with my purchase/sublet of property, I authorize the procurement of a credit report on 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

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. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

| | | | |
|-----------------|---------------|-----------------|---------------|
| _____ Lessor | _____ Date | _____ Lessor | _____ Date |
| _____ Lessee | _____ Date | _____ Lessee | _____ Date |
| _____ Agent | _____ Date | _____ Agent | _____ Date |

WINDOW GUARDS REQUIRED

LEASE NOTICE TO TENANT

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

TENANT (PRINT)

TENANT (SIGNATURE)

TENANT (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

288-290 OWNER CORPORATION

SUB-LEASE APPLICATION

Application is herewith submitted for the sub-lease and for the right of residency at _____

APPLICANT _____

ADDRESS _____

TELEPHONE NUMBER _____

PRESENT AMOUNT OF MONTHLY RENT _____

NAME OF LANDLORD _____

LENGTH OF RESIDENCY _____

REASON FOR LEAVING _____

CO-APPLICANT _____
(IF APPLICABLE)

ADDRESS _____

TELEPHONE NUMBER _____

PRESENT AMOUNT OF MONTHLY RENT _____

NAME OF LANDLORD _____

LENGTH OF RESIDENCY _____

REASON FOR LEAVING _____

EMPLOYMENT OF APPLICANT:

APPLICANT _____

SOCIAL SECURITY NUMBER _____

EMPLOYER'S NAME _____

ADDRESS _____

TELEPHONE NUMBER _____

OCCUPATION _____ TITLE _____

LENGTH OF EMPLOYMENT _____ SALARY _____

BANK _____

ADDRESS _____

ACCOUNT NUMBER(S) _____

EMPLOYMENT OF CO-APPLICANT

APPLICANT _____

SOCIAL SECURITY NUMBER _____

EMPLOYER'S NAME _____

ADDRESS _____

TELEPHONE NUMBER _____

OCCUPATION _____ TITLE _____

LENGTH OF EMPLOYMENT _____ SALARY _____

BANK _____

ADDRESS _____

ACCOUNT NUMBER(S) _____

NUMBER OF PERSONS TO RESIDE IN APARTMENT _____

| NAME | RELATIONSHIP | AGE | OCCUPATION |
|------|--------------|-----|------------|
|------|--------------|-----|------------|

| | | | |
|-------|-------|-------|-------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

HOW DID YOU LEARN OF THE CO-OP? _____

DO YOU HAVE ANY PETS? NO _____

YES _____ DESCRIBE _____

I declare that I have examined this application and to the best of my knowledge, it is true, correct and complete. I acknowledge receipt, read and agree to adhere to the House Rule of 288-290 OWNER CORPORATION.

SIGNATURE OF APPLICANT _____ DATE _____

SIGNATURE OF CO-APPLICANT _____ DATE _____

HOUSE RULES

(1) The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building, and the fire towers shall not be obstructed in any way.

(2) No patient of any doctor who has offices in the building shall be permitted to wait in the lobby.

(3) Children shall not play in the public halls, courts, stairways, fire towers or elevators and shall not be permitted on the roof unless accompanied by a responsible adult.

(4) No public hall above the ground floor of the building shall be decorated or furnished by any Lessee in any manner without the prior consent of all the Lessees to whose apartments such hall serves as a means of ingress and egress. In the event of disagreement among such Lessees, the Board of Directors shall decide.

(5) No Lessee shall make or permit any disturbing noises in the building or do or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or a radio or television loud speaker in such Lessee's apartment between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if the same shall disturb or annoy other occupants of the building. No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 8:30 a.m. and 5:00 p.m.

(6) No article shall be placed in the halls or on the staircase landings or fire towers, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the windowsills of the building.

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

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

(9) No tricycles, bicycles, scooters or similar vehicles shall be allowed in a passenger elevator and baby carriages and the above mentioned vehicles shall not be allowed to stand in the public halls, passageways, areas or courts of the building.

(10) Messengers and trades people shall use such means of ingress and egress as shall be designated by the Lessor.

(11) Kitchen supplies, market goods and packages of every kind are to be delivered only at the service entrance of the building and through the service elevator to the apartments when such elevator is in operation.

(12) Trunks and heavy baggage shall be taken in or out of the building through the service entrance.

(13) Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent of the managing agent of the building may direct.

(14) Water closets and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the water closets. The cost of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Lessee in whose apartment it shall have been caused.

(15) No Lessee shall send any employee of the Lessor out of the building on any private business of a Lessee.

(16) No bird or animal shall be kept or harbored in the building unless the Lessor has expressly permitted the same in each instance in writing, such permission shall be revocable by the Lessor. In no event shall dogs be permitted on elevators or in any of the public portions of the building unless carried or on leash. No pigeons or other birds or animals shall be fed from the windowsills, terraces, and balconies or in the yard, court spaces or public portions of the building, or on the sidewalks or street adjacent to the building.

(17) No radio or television aerial shall be attached to or hung from the exterior of the building without the prior written approval of the Lessor or the managing agent.

(18) No vehicle belonging to a Lessee or to a member of the family or guest, subtenant or employee of a Lessee shall be parked in such manner as to impede or prevent ready access to any entrance of the building by another vehicle.

(19) The Lessee shall use the available laundry facilities only upon such days and during such hours as may be designated by the Lessor or the managing agent.

(20) The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.

(21) Unless expressly authorized by the Board of Directors in each case, the floors of each apartment must be covered with rugs or carpeting or equally effective noise reducing material to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms, maid's rooms, closets, and foyers.

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

(23) The Lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee during 10 days after notice in writing from the Lessor or the managing agent to clean the windows, such cleaning may be done by the Lessor, which shall have the right, by its officers or authorized agents, to enter the apartment for the purpose and to charge the cost of such cleaning to the Lessee.

(24) The passenger and service elevators, unless of automatic type and intended for operation by a passenger, shall be operated only by employees of the Lessor, and there shall be no interference whatever with the same by Lessees or members of their families or their guests, employees or subtenants.

(25) Complaints regarding the service of the building shall be made in writing to the managing agent of the Lessor.

(26) Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.

(27) If there be a garage in the building, the Lessee will abide by all arrangements made by the Lessor with the garage operator with regard to the garage and the driveways thereto.

(28) The following rules shall be observed with respect:

- (i) All wet debris is to be securely wrapped or bagged in small package size to fit easily into the hopper panel.
- (ii) Debris should be completely drip-free before it leaves the apartment and carried to the incinerator closet in a careful manner and in a drip proof container, then placed into the flue hopper so it will drop into the flue for disposal.
- (iii) No bottles or cans shall be dropped down the flue before 10:00 a.m. or after 5:00 p.m. but shall be left in a neat manner in the service elevator

area, if such items must be disposed of before 10:00 a.m. or after 5:00 p.m.

- (iv) Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into the hopper opening. Small items of this nature may be left in a neat manner on the incinerator closet floor. Bulky items should be left at service elevator area between 10:00 a.m. and 6:00 p.m. and service employee summoned to dispose of them by way of the service elevator.
- (v) Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans or any other inflammable, explosive, highly combustible or noxious substances or lighted cigarettes or cigar stubs be thrown into the incinerator flue.
- (vi) Vacuum cleaner bags must never be emptied into the flue. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then be placed through hopper door panel into flue.
- (vii) The superintendent shall be notified of any drippings, or moist refuse appearing on incinerator closet floor and corridors.

(29) No Lessee shall install any plantings on the terrace, balcony or roof without the prior written approval of the Lessor. Plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace, balcony or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet wall flashing, with a floor of drainage tiles and suitable weep holes at the sides to draw off water. It shall be the responsibility of the Lessee to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.

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

(31) These House Rules may be added to, amended, or repealed at any time by resolution of the Board of Directors of the Lessor.

(32) No employee of Lessor may be used by any Lessee for the private business of any Lessee without the prior written consent of the Board of Directors having first been obtained in each instance.



7001 BRUSH HOLLOW ROAD
WESTBURY, NY 11590
TEL: (516) 876-4800
FAX: (516) 876-6812
E-MAIL: INFO@KALED.COM

NOTICE

"288 - 290 West 92nd Street"

July 17, 1998

Dear Residents:

Please take notice that the 288-290 Owners Corp., Board of Directors has voted unanimously on the following.

The 10% sublet fee will remain in effect plus an additional 5% will be added for the second year of your sublet as of September 1, 1998 .

If you have sublet your apartment for the past two years, please be aware that as of January 1, 2000, you will have to use the apartment as your primary residence or sell the apartment. This was voted unanimously by the Board of Directors.

Very truly yours,

Deborah Gordon
Property Manager
Kaled Management Corp.

HOUSE RULES AND REGULATIONS
FOR
288 WEST 92ND STREET

This booklet of rules and regulations was prepared to acquaint residents with essential information about the Cooperative. The services, facilities and procedures of the cooperative are outlined in the pages that follow. These rules have been reviewed and approved by the Board of Directors. All residents are subject to the provisions of the proprietary lease, the corporate bylaws and these rules.

General Information

Managing Agent: Kaled Management
7001 Brush Hollow Road
Westbury, NY 11590
Peter Lehr Property Manger
Tel: 516 876-4800
Fax: 516 876-6812

Superintendent: Mike Curanovic
Apt 1E

Laundry room: Open Seven days a week 8:00 AM – 10:00 PM

EFFECTIVE 4-2-00

APARTMENT INSPECTION

The Cooperative has the right to conduct an inspection of each apartment annually or within one month prior to the sale of any apartment. Utilizing the "Apartment Inspection Checklist" as a guide, the Superintendent and Property Manager will inspect the apartment to ensure that all items are at a satisfactory level. If an item is deemed to be unsatisfactory, it is the responsibility of the shareholder to make arrangements to bring the condition to a satisfactory level within 30 days. If the inspection is conducted at the time of a transfer, seller must have the condition corrected 48 hours before the closing.

If shareholder does not correct conditions found during the inspection, the condition will be corrected and the shareholder will be charge for the repair. In the case of a transfer, reported conditions that have not been corrected will result in delaying the closing until corrected.

BICYCLES

Bicycles can be stored on the racks located next to the Boiler room.

COMMUNICATIONS

All complaints, suggestions etc. regarding the service of the building or personnel should be made in writing to the Managing agent.

CONSTRUCTION

Board approval of a completed alteration agreement is required before any construction/renovation/alteration work is to begin. Construction is defined as any structural change in the shareholder's apartment, excluding painting, plastering wallpapering or changing kitchen cabinets. Construction that does require Board approval would include:

Moving or altering columns or walls

Installing a new kitchen or bathroom

Installing new plumbing or changing the existing plumbing

(If renovating kitchens and bathrooms, shareholder will be required to remove and install new cooper piping for hot and cold water supply from the riser to valve locations.

Although the installation of new piping will increase the cost of the project, the benefit of the shareholder replacing the piping now will reduce the cost and inconvenience of future repairs. Remember, the cooperative is only responsible to make walls ready for finish applications.)

A copy of the alteration agreement can be obtained from the Managing Agent. The following must accompany the completed alteration agreement

Copies of the contractor/electrician/plumber appropriate licenses, permits and applications.

A copy of the certificate of insurance indicating contractors liability insurance policy naming the Cooperative Corporation and Kaled Management as an additional insured

Construction is permitted Monday through Friday 8:00 AM to 5:00 PM only. There is no construction permitted on Saturdays and Sundays, or Holidays.

**The Shareholder is responsible for the conduct of construction workers.
Contractors are required to clean and maintain common areas of the building.
Contractors are not permitted to store construction material and or equipment in common areas of the building. During the demolition phase of the project and the loading of construction materials contractor must protect walls with construction paper and floors with masonite, from the apartment door to elevator, interior of the elevator and the lobby floor. Masonite cannot be left on the floor overnight.**

EMERGENCY PROCEDURE

In an emergency situation where a shareholder needs to get in touch with the superintendent, please call: 212 712 – 0368

If unable to reach the Superintendent during normal working hours, contact the Managing Agent at 718 896- 4800 or 516 876 – 4800. If after hours, call the 24- hour emergency number: 718 830 – 5082

GARBAGE DISPOSAL

All organic garbage should be well drained and double sealed in two plastic bags that won't drip or burst while being transported to the garbage area.

Large cartons, boxes, rug remnants wooden crates, or any other solid matter should be neatly placed in the basement area at the hallway opposite the boiler room for pickup. Any unusual amount of garbage should be called to the attention of the Superintendent.

Construction debris must be removed from the building by the shareholders contractor. All charges resulting from the removal of construction debris arising from a shareholder renovation that is left behind by the contractor will be disposed of and invoiced to the shareholder.

All rinsed recyclable containers should be placed in the blue containers located near the garbage area clearly marked for recycling use only. Magazines, newspapers, catalog and other recyclable paper should be placed on the floor box. Please refer to the signs posted in the trash area for additional recycling information.

HOMEOWNER INSURANCE

All shareholders of residential apartments and leaseholders are required to obtain homeowners insurance listing 288-290 Owners Corp. as an additional insured. A copy of the policy declaration sheet or an HO-3 must be submitted annually to the Managing Agent.

For your information shareholders ownership of the unit extends from the exposed area of the walls into the unit including fixtures, cabinets and interior of cabinets, interior of closets and exposed waste and supply plumbing piping.

HOUSEKEEPING

AIR CONDITIONERS should be inserted into the sleeves located underneath the windowsills. If shareholder places air conditioner in the window, it must be placed in the lower half of the window and braced within the frame and against the windowsill. **Please note that due to insurance constraints, the building Superintendent is prohibited from installing a window mounted air conditioning unit. To limit your liability, it is recommended that an insured installer mount the unit.**

The cooperative provides monthly exterminating service at no extra charge. It is the responsibility of each shareholder to assist in the control and extermination of vermin and insects. The exterminator comes twice monthly and a sign-up sheet is posted in the mail area for apartment service.

No fumes or foul odors should emanate from any apartment and penetrate through the hallways of the building.

The Laundry room facility is only for the use of resident shareholders during the hours specified on page one of the house rules. The Laundry room is cleaned twice weekly. However shareholders are encouraged to keep the room neat and cleanup any spills and place trash in the appropriate receptacles.

Pets are allowed. However shareholders can have either one dog or 2 cats only. If shareholders wish to replace deceased dogs and or getting a dog for the first they must petition the board and bring the dog to an interview.

All plants, furniture or paintings placed in the hallways of the building can be removed at the discretion of the Board if not properly maintained or unsightly.

Shareholders are forbidden from installing a satellite dish, antennas or wire on the roof, or façade of the building.

Smoking is prohibited in all public areas of the building.

The basement storage area is to be kept free of all debris.

Keys

Building front door key:

No shareholder is permitted to duplicate then building front door key.

Extra keys are available from the Managing Agent at a cost of \$25.00 each and made payable to 288-290 Owners Corp.

Apartment Key:

The Superintendent must have access to all apartments in case of an emergency. A duplicate key must be left with the Superintendent, or am fellow shareholder. Please let the Managing agent know who has your duplicate key, if it is not the Superintendent.

BE advised that if there is an emergency and there is no key available the Corporation is not responsible for the apartment door, locks or window damage as a result of gaining access to the apartment.

The Superintend t will only give an apartment key to the shareholder of that apartment unless he is personally authorized by the Board of Directors, or Managing Agent in case of an emergency.

Storage Room Key:

Storage rooms are only for shareholders that have storage room leases. Keys may not be given to contractors or workmen. Please note that the building is not responsible for items stored in these rooms.

Apartment Bottom Lock:

Section 27-2043 of the New York City code (Housing Maintenance Code) states that each apartment unit must be equipped with a heavy duty latch set and heavy duty dead bolt operable by a key form the outside and thumb turn from the inside. If the bottom lock on an apartment door is broken and the top lock alone does not contain a latching

mechanism, the Corporation is responsible for providing the shareholder with a lock that is of standard code. If your apartment does not have the required lock please notify the building Superintendent.

Maintenance Bills:

Are delivered to the building during the last week of the month. All payments are considered due on the First of the month.

Payments received after the 15th of the month will receive a late payment charge of 10%. These charges will reflect on the following months statement.

All checks returned for insufficient funds will be treated as late payments and the shareholder will be billed for late charges in addition to a \$25 charge for the bad check.

MOVING

Before moving in or out both the Superintendent and the Managing Agent must be notified no less than three business days in advance.

Moving in or out is permitted Monday through Friday from 9:00 AM to 5:00 PM only. Moves on weekends and holidays are not permitted.

The seller must pay a certified check in the amount of \$500 to the Corporation at the time of the closing. This amount will be held in escrow until the completion of the move out. If the seller violates the moving policy as stated above or cause damage to the to the elevator or building in excess of \$500.00 the deposit will not be returned.

The purchaser of an apartment must provide a certified check in the sum of \$250.00 payable to the corporation prior to the move in date. These funds will be held in escrow until the completion of the move, and will be returned to the shareholder provided that the rules have been followed and there is no damage to the elevator or building if damage exceed \$250 the shareholder will be billed for the difference.

Noise

No shareholder may make or permit any disturbing noises in the building or back yard nor allow anything to be done, which will interfere with the rights, comfort or convenience of other shareholders. No shareholder may play any musical instrument, stereo pr television excessively loud or operate any major appliance (vacuum cleaner) between the hours of 11:00 PM to 8:00 AM on the following day.

The floors of every apartment must be covered with rugs, carpeting or equally effective noise reducing material to the extent of 80% of the apartments floor area in each room. For the purpose of this rule carpeting is not required in bathrooms, kitchens or closets.

PETS

Are permitted in the building with the written permission of the Board of Directors. The Board of Directors must interview dogs and only one dog will be permitted per apartment. In addition only two cats will be permitted per apartment. When leaving the apartment shareholders are required to keep dogs on a leash at all times. Accidents sometimes occur, if so residents will be required to cleanup after their pet.

SAFETY

The public halls and stairway of the building may not be obstructed or used for any purpose other than entering or exiting the apartments in the building.

Shareholders are not permitted on the roof.

Children cannot play in the public halls or on the staircase or in the rear courtyard of the building.

No article can be placed in the public halls or on the staircase landings, as this is a fire hazard. Nothing can be hung or shaken from the doors, windows, terraces or balconies or placed upon the windowsills.

No sign, notice advertisement or illumination can be inscribed reflected hung or shaken from any window, elevator interior or any other part of the building.

SECURITY

Please do not allow anyone to enter the building without a key unless the person has been buzzed in by another shareholder.

Please remember to firmly close the front door when entering and exiting the front door of the building.

APARTMENT CHECK LIST

Shareholder: _____ Apartment: _____

Shareholders signature: _____

Date of initial walk through: _____

Superintendents Name: _____

Superintendents Signature: _____

Date of follow up walk through: _____

| | Satisfactory | Unsatisfactory | Date Corrected |
|---------------------------------|--------------|----------------|----------------|
| Foyer/ Entry | | | |
| Leaks (ceiling/walls) | _____ | _____ | _____ |
| Kitchen | | | |
| Leaky faucet/plumbing | _____ | _____ | _____ |
| Leaks (ceiling/walls) | _____ | _____ | _____ |
| Dining Room | | | |
| Leaks (ceiling/walls) | _____ | _____ | _____ |
| Radiator Valves | _____ | _____ | _____ |
| Air conditioner leaks | _____ | _____ | _____ |
| Living Room | | | |
| Leaks (ceiling/walls) | _____ | _____ | _____ |
| Radiator valves | _____ | _____ | _____ |
| Air conditioner leaks | _____ | _____ | _____ |
| Bedroom | | | |
| Leaks (ceiling/walls) | _____ | _____ | _____ |
| Radiator Valves | _____ | _____ | _____ |
| Air Conditioner | _____ | _____ | _____ |
| Bathroom | | | |
| Leaks (ceiling/walls) | _____ | _____ | _____ |
| Leaky faucets/valves) | _____ | _____ | _____ |
| Toilet flush/leaks | _____ | _____ | _____ |
| Shower head/faucet | _____ | _____ | _____ |
| Other | | | |
| Locks/intercom | _____ | _____ | _____ |
| Windows panes/balances | _____ | _____ | _____ |
| Smoke detectors working | Yes: _____ | No: _____ | _____ |
| Illegal appliances or fixtures: | Yes: _____ | No: _____ | _____ |
| Unauthorized alterations | Yes: _____ | No: _____ | _____ |

SUBLEASE AGREEMENT
ONE YEAR ONLY

The parties agree as follows:

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

- No authority:** 12. You, the Undertenant, have no authority to contact or make any agreement with the Landlord about the premises or the Over-Lease. You, the Undertenant, may not pay rent or other charges to the Landlord, but only to the Overtenant.
- Successors:** 13. Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to the rights or take the place of the Overtenant or you, the Undertenant. Examples are an assign, heir, or a legal representative such as an executor of your will or administrator of your estate.
- Changes:** 14. This sublease can be changed only by an agreement in writing signed by the parties to the Sublease.

Signatures:

OVERTENANT:

.....

You, the UNDERTENANT:

Witness:

.....

GUARANTY OF PAYMENT WHICH IS PART OF THE SUBLEASE

Date of Guaranty:

19

Guarantor and address:

Reason for Guaranty:

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

Guaranty:

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

In addition, I agree to these other terms:

Changes in Sublease have no effect:

3. This Guaranty will not be affected by any change in the Sublease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will be binding even if I am not a party to these changes.

Waiver of notice:

4. I do not have to be informed about any failure of performance by Undertenant. I waive notice of nonpayment or nonperformance.

Performance:

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

Waiver of jury trial:

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

Changes:

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

Signatures:

GUARANTOR:

WITNESS:

.....

STATE OF _____ COUNTY OF _____ SS.:
 On 19 _____ before me personally appeared

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