

**BIRCHWOOD ON THE GREEN OWNERS CORP.  
2800 Wilshire Lane  
Oakdale, NY 11792**

**SUBLET APPLICATION**

Dear Shareholder(s):

We have been informed that you are interested in subletting your cooperative apartment. Below is a list of documents required by the Co-op Board to process a sublet request.

**REQUIRED DOCUMENTS –One (1) Original And Two (2) Collated Copies.**

Mail to: Kaled Management  
7001 Brush Hollow Rd. Suite 200  
Westbury NY 11590  
Attention: Barbara Robertson

1. A fully executed sublease agreement with a provision stating that the sublease is contingent upon receiving the approval of the Board.
2. An apartment sublease application.
3. Credit Authorization.
4. Copy of three (3) consecutive current pay stubs.
5. Copies of complete Income Tax returns and W-2's for the last three (3) years.
6. A completed lead paint disclosure (make sure it is signed and initialed by both owner and prospective sub-tenant with current date).
7. Carbon Monoxide Affidavit must be signed and notarized by both seller and applicant.
8. Three (3) written letters of recommendation may not be from applicant's family and one (1) business reference is required.
9. Photocopy of State issued driver's license or State issued non-driver ID.
10. Any application that is not complete will not be submitted and will be returned to applicant.

## **BIRCHWOOD ON THE GREEN OWNERS CORP.**

### **FEES DUE FROM SUBTENANT (with application):**

1. Sub-Tenant to pay Credit Check fee of \$150.00 per person (except if married couple) payable to Kaled Management Corp.
2. \$400.00 Managing Agent's processing fee payable to Kaled Management Corp.

These fees are Non-Refundable.

In Addition To The Proprietary Lease The Following Rules And Regulations Apply:

1. Please note: the screening committee interviews the second week of every month. In order to schedule an interview all documents must be received by Kaled Management Corp. by the third week of the previous month to allow enough time for consideration and review by the screening committee.
2. Kaled Management will arrange for the prospective subtenant (s) to meet with the screening committee. It may be necessary that additional documentation and/or information may be requested prior to an interview. All individuals intending to live in the apartment must appear at the screening, including children.
3. You will receive written notification of approval or disapproval from Kaled Management Corp.
3. A request for permission to sublet or renew a sublet may be denied in the event that a Shareholder has a history of late payments of maintenance or other charges.
4. Any Shareholder subletting their apartment without the consent of the Board of Directors will be liable for a \$500.00 per month charge for the duration of the illegal sublet.

**\*ANY VIOLATION OF THESE RULES AND REGULATIONS WILL JEOPARDIZE THE SHAREHOLDER(S) PRIVILEGE TO SUBLET.**

**Attention Shareholder: The sublet fee is 18% of the annual market rent to be collected (no exceptions) to be submitted at time the completed application is submitted.**

**Final Note: Any application that is not complete will not be submitted. There are NO exceptions.**

**BIRCHWOOD ON THE GREEN OWNERS CORP.**

**SUBLET APPLICATION**

(Please print all information)

**SHAREHOLDER(S):** \_\_\_\_\_

APT. NO. \_\_\_\_ MONTHLY RENT \_\_\_\_ LEASE PERIOD \_\_\_\_ TO \_\_\_\_

TENANT \_\_\_\_\_ AGE \_\_\_\_ SOC. SEC. # \_\_\_\_\_

CO-TENANT \_\_\_\_\_ AGE \_\_\_\_ SOC. SEC. # \_\_\_\_\_

PRESENT ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE \_\_\_\_ TEL NO. \_\_\_\_\_

Length of occupancy \_\_\_\_\_ Monthly Rent \_\_\_\_\_

Previous Landlord \_\_\_\_\_ Tel. no. \_\_\_\_\_

List everyone who will reside in the apartment:

<u>Name</u>	<u>Relationship</u>	<u>Age</u>	<u>Employed</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

	<u>Present Employment</u>	<u>Previous Employment*</u>
Name & Address	_____	_____
	_____	_____
Telephone No. ( )	_____	_____
Contact Person	_____	_____
Position of Applicant	_____	_____
Dates of Service	_____	_____
Annual Salary	_____	_____

\*This section must be completed if present employment is less than three (3) years.

	<u>Co-Tenant's Present Employment</u>	<u>Co-Tenant's Previous Employment*</u>
Name & Address	_____	_____
	_____	_____
Telephone No. ( )	_____	_____
Contact Person	_____	_____
Position of Applicant	_____	_____
Dates of Service	_____	_____
Annual Salary	_____	_____

\*This section must be completed if present employment is less than three (3) years.

**BIRCHWOOD ON THE GREEN OWNERS CORP.**

Other Income (source and amount) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CREDIT REFERENCES:**

<u>Name of Bank</u>	<u>Branch/Address</u> <u>Telephone Number</u>	<u>Charge Account/</u> <u>Checking/Savings</u>	<u>Account</u> <u>Number</u>
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PERSONAL REFERENCES:**

<u>Name</u>	<u>Address</u>	<u>Telephone Number</u>
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THREE REFERENCE LETTERS OF THE INDIVIDUALS ABOVE NAMED  
MUST BE SUBMITTED WITH THIS APPLICATION

**OTHER INFORMATION:**

Marital Status: \_\_\_\_\_

Schools and Colleges  
attended: \_\_\_\_\_

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

Names of clubs, society memberships, fraternities, honorary societies to which applicant  
belongs: \_\_\_\_\_

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

**BIRCHWOOD ON THE GREEN OWNERS CORP.**

**SUBTENANTS ARE NOT PERMITTED TO HARBOR PETS IN THEIR APARTMENT.**

Initial \_\_\_\_\_ Date \_\_\_\_\_

**Is applicant presently involved in any legal action?** \_\_\_\_\_ **If yes, please explain:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Names of all Residents in the building known to applicant:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Make and Year of Automobile:**

<u>Make &amp; Model</u>	<u>Year</u>	<u>License Plate Number</u>	<u>State</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**NO TRUCKS, RV'S TRAILERS, BOATS, ETC. ARE PERMITTED ON PREMISES**

Sublease Provisions:

The undersigned cooperator hereby acknowledges and agrees that this request for approval of the prospective subtenant by the Screening Committee and/or Board of Directors is conditioned upon the payment of an administrative fee to the Corporation of a sum equal to eighteen (18) per cent of the yearly market rental lease agreement. At the termination of each sub tenancy a new sublease application and an administrative fee equal to eighteen (18) per cent of the yearly market rental lease agreement, must be paid to the Corporation. The cooperator further acknowledges that in the event the sublease breaches the sublease and terminates the tenancy prior to the expiration, and the cooperator-shareholder requests approval of a new subtenant, said application shall be considered a new application which shall be subject to a separate and distinct administrative and legal fee, equal to eighteen (18) per cent of the yearly market rental lease agreement as set forth above.

**BIRCHWOOD ON THE GREEN OWNERS CORP.**

**Subletting of apartments will be subject to the following guidelines:**

Studio/One Bedroom	Two occupants
Deluxe One Bedroom	Two adults plus one child up to 16 years of age
Two Bedroom	Three adults and one child or
	Two adults and two children up to 16 years of age

**COPY OF SUBLEASE AGREEMENT MUST BE SUBMITTED WITH THIS APPLICATION.**

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

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

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

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

**Must be completed:**

\_\_\_\_\_  
New Address

\_\_\_\_\_  
City, State, Zip

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

\_\_\_\_\_  
Date

**NOTE: No one will be permitted to move into an apartment prior to an interview and written approval by the Board and payment of all fees due. Moving in without prior approval will result in the rejection of the application and a \$500.00 fine.**



7001 BRUSH HOLLOW ROAD  
SUITE 200  
WESTBURY, NY 11590  
TEL: (516) 876-4800  
FAX: (516) 876-6812  
EMAIL: INFO@KALED.COM

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

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 what-so-ever 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: \_\_\_\_\_

**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

**AFFIDAVIT OF COMPLIANCE WITH  
CARBON MONOXIDE DETECTOR REQUIREMENT  
FOR ONE AND TWO FAMILY DWELLINGS**

State of New York    )

                          ) SS

County of            )

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor of the real property or of the cooperative corporation owning real property located at:

\_\_\_\_\_ Street Address \_\_\_\_\_ Unit/Apt.  
\_\_\_\_\_ Borough \_\_\_\_\_ New York, \_\_\_\_\_ Block \_\_\_\_\_ Lot (the "Premises")

That the premises is a one or two family dwelling, or a cooperative apartment or condominium unit and installed in the Premises is an approved and operational carbon monoxide detector of such manufacture, design and installation standards as established by the State of New York Fire Prevention and Building Code Council.

The grantor is in compliance with Subdivision 5(a) of Section 378 of the New York State Executive Law. (The signature of at least one grantor is required and must be notarized).

\_\_\_\_\_  
Name of Grantor (Type or Print)

\_\_\_\_\_  
Name of Grantee (Type or Print)

\_\_\_\_\_  
Signature of Grantor

\_\_\_\_\_  
Signature of Grantee

Sworn to before me  
This \_\_\_\_ date of \_\_\_\_ 20\_\_.

Sworn to before me  
This \_\_\_\_ date of \_\_\_\_ 20\_\_.

These statements are made with the knowledge that a willfully false representation is unlawful and is punishable as a crime of perjury under Article 210 of the Penal Law.

This Affidavit of Compliance with Carbon Monoxide Detector Requirement is for informational purposes.

## HOUSE RULES – amended July 2008

Where noted Lessee shall mean shareholder or renter.

1. Children are permitted to play in the courts under parental supervision. Children are not permitted to play on Wilshire Lane, the Party Room area, bike storage room, storage rooms, laundry rooms, or stair areas. All toys are to be removed at the end of each day from the common grounds, patios and balconies.
2. No Lessee shall make or permit any disturbing noises in the buildings or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Lessees. Quiet hours are between 11:00 p.m. and 8:00 a.m.
3. No heavy construction or repair work or other installation involving excessive noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 8:00 a.m. and 5:00 p.m.
4. No clothing and/or laundry are to be hung over the patio or balcony railings, or on common grounds.
5. No awnings, window air conditioning units or window fans shall be used in or about the buildings.
6. No signs, notices, or advertising shall be inscribed or exposed on or in any window or other part of the buildings or common grounds.
7. No motor scooters, mopeds, bicycles, scooters, strollers, baby carriages, or other wheeled items shall be allowed to stand unattended in public passageways, terraces, or the courtyards of the buildings.
8. Kitchen supplies, market goods and packages of every kind are to be delivered directly to the apartment units.
9. No vehicles are permitted on the common grounds (including delivery trucks/vans).
10. Tents, sun covers, tables, chairs are not permitted on common grounds for any kind of congregation, meeting, party, get together or the like.
11. Barbecues of any kind are not permitted on the front porches or common grounds. Electric barbecues are permitted to Lessees with a patio or balcony.
12. Any Lessee wishing to make structural changes to a unit must complete a form supplied by the Maintenance Department and submit the form with plans to the Board of Directors for written approval. Plumbing and electrical work must be done by licensed contractors and a certificate of insurance must be furnished naming the cooperative as an additional insured. Commencing alterations without the required written approval by the cooperative Board will result in a \$500 fine. The contractor will also be required to stop all work and leave the premises at that time.
13. Discarding of kitchen cabinets and construction debris are to be disposed of in a roll off container at the Lessee's own expense. Lessees are also responsible for the disposal of all large items including appliances and furniture. Failure to properly discard these items will result in a \$300 fine. The Managing Agent shall impose a \$10 per item fee for large items including appliances and furniture that Lessee needs assistance in disposing.

14. Sinks, toilets, bathtubs, and other water apparatus in the buildings shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the sinks, toilets, and bathtubs. The cost of repairing any damage resulting from misuse of any sink, toilet, or bathtub shall be paid for by the Lessee in whose apartment it shall have been caused.
15. No Lessee shall send any Maintenance Department employee of the Lessor off the premises on any private business of a Lessee.
16. Lessees that hire Maintenance Employee(s) for "side jobs" can do so only after the employee's normal working hours and at the Lessee's own risk.
17. There is a \$25.00 fee for any lock out occurring after 5:00 p.m. requiring the superintendent's assistance.
18. **Shareholders (Lessee) only (no renter) are permitted to own one dog per household**, and in a weight category of no more than 30 pounds at adult weight. No dog, cat, bird, reptile or any other animal shall be kept or harbored in any apartment unless the same in each instance is expressly permitted in writing by the Lessor; such permission shall be revocable by the Lessor. Any shareholder found violating this rule will be fined. Shareholders that own a dog must register their pet with the Maintenance Office and pay a \$30.00 registration fee. The following rules also apply:
  - a. dog must be on a leash and walked only in the designated dog walking areas. Lessees that violate this rule will be fined \$50. All dog walkers are expected to pick up after their dog and discard waste appropriately.
  - b. no pigeons, other birds or animals shall be fed from the window sills or in the yards including bird feeders. This includes all courtyards or other public portions of the common grounds or on the sidewalks or streets adjacent to the buildings. Sublets and renters are not permitted to have any animals.
19. No radio or television antenna shall be attached to or hung from the exterior of the building. Lessees are permitted 1 Satellite Dish per unit. Lessees must maintain liability insurance and the Dish must be professionally installed, as per the co-op guidelines. Lessees are not permitted to tamper with the TV plates and will be held responsible for any costs and damages resulting there from.
20. No vehicle belonging to a Lessee or to a member of the Lessee's family or guest; subtenant, licensee or employee of a Lessee shall be parked in such a manner as to impede or prevent ready access to another person's vehicle or any entrance of the buildings, block fire lanes, or fire hydrants.
21. 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.
22. Complaints regarding the service of the buildings should be made in writing to the Maintenance Department.
23. With prior notice or unless under extenuating circumstances, 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.
24. The Lessee shall not be permitted to store or use a waterbed in Lessee's apartment.
  25. One motor vehicle per each permanent authorized resident licensed driver will be permitted to be parked on the premises. All vehicles must be registered with the Maintenance Department
  26. No commercial vehicles are permitted on the premises without the permission from the Maintenance Department. If permission is given - no commercial vehicles are to be parked on Wilshire Lane nor can they be in excess of 1 ton weight limit.
  27. Any lessee who owns or operates a motor vehicle on the property shall:
    - a. operate it in a safe and quiet manner.
    - b. park it only in a designated parking area.
    - c. not exceed the speed limit of 20 miles per hour.
    - d. not "run" or "rev" the motor unnecessarily.
    - e. not park more than one (1) vehicle per licensed driver.
    - f. not park a vehicle that is unregistered, has an expired registration, or inoperable on the property. Any vehicle that violates this House Rule will be removed from the premises at the owner's expense.
    - g. wash their vehicle only in the designated area by our Sewer Treatment Plant.
    - h. handicapped parking spots are for the owner only; all others will be towed away at their expense.
  28. No clothes washers or clothes dryers may be installed or operated within any of the units.
  29. Any Lessee found to be in violation of any or all of these House Rules subject themselves to fines and penalties set forth at the discretion of the Board of Directors. See attached fine schedule. This fine schedule should be used as a guideline.
  30. These House Rules may be added, amended or repealed at any time by resolution of the Board of Directors of the Lessor.

## SCHEDULE OF FINES

Dog waste – First Offense .....	\$50.00
Dog waste - Second Offense.....	\$75.00
Dog waste - Third Offense and thereafter.....	\$100.00
Illegal Dumping.....	\$300.00
Kitchen cabinets, closets, toilets, tubs, sink.	
Patio/Balcony Violation (improper storage).....	\$50.00
(Per infraction)	
Disturbing the Common Grounds without prior written requests.....	\$100 and up
(removing, cutting, trimming bushes; tents, sun covers, barbecues, etc.)	
Alterations without approval.....	\$500.00
Lock Out Fee after 5:00 pm.....	\$25.00

Anyone in need of disposing a refrigerator, stove, dishwasher, couch, chair, mattresses – please contact the Maintenance Department. A fee of \$10.00 will be imposed to the Lessee for the disposing of these items into the roll off by the Maintenance Department. If you have any questions, please contact the Maintenance Department.

**HOUSE RULES  
REVISION**

**No. 12 in the House Rules is revised as follows. Please make sure that you keep this revision with your current House Rules that were amended January 2006.**

**12. Kitchen and/or bathroom renovations must be approved by the Board of Directors. The required application for approval can be obtained from the Maintenance Department.**

**No one is permitted to have more than one dog, at 30 pounds full adult weight. No more than 2 cats permitted and they must be indoor cats. No other animals are permitted unless requested in writing to the Board of Directors.**