

***SALES APPLICATION***  
**63-61 99<sup>th</sup> Street Owners Corp.**  
**63-61 99 St.**  
**Rego Park, NY 11374**

**Contact Information:**

**Ms. Susan Rubin**  
**Transfer Agent**  
**Kaled Management Corp.**  
**7001 Brush Hollow Road Ste:200**  
**Westbury, NY 11590**

**(516) 876-4800 x 313**  
**Susan@kaled.com**  
**Fax (516)780-8313**

**Bldg. # 466**

**12/16/2024**

Application instructions

- Do not bind application
- Do not Staple application or section together
- Do not make double sided copies of any sections
- Do not remove sections provided in application
- Do not include tabs or plastic inserts for each section

Guarantors are not allowed

Gifts are allowed. Bank/notarized gift letter must accompany application

The original application and all submitted documents become the property of the cooperative.

For any foreign documentation included in the application, translated and notarized copy must be included.

For any foreign bank statements included, please provide the most up to date currency conversion. All foreign bank statements require FDIC logo.

All applicants and occupants must attend the interview.

If any party is being represented by a POA, please include a copy of the POA and an affidavit of full force . Please contact your attorney if you have any questions.

Copies of Letters of Testamentary/Administration (not dated less than 6 months), copies of death and stock certificates must be submitted with application.

Please provide one email address/phone # below and advise our office who will be the point person.

Name \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_



CORPORATE OFFICE  
7001 BRUSH HOLLOW ROAD  
SUITE 200  
WESTBURY, NY 11590  
TEL: (516) 876-4800  
FAX: (516) 876-6812  
WWW.KALED.COM

ASSET MANAGEMENT  
757 THIRD AVENUE  
SUITE 2028  
NEW YORK, NY 10017  
TEL: (212) 376-5508

EMAIL: INFO@KALED.COM

## IMPORTANT INFORMATION REGARDING YOUR SOCIAL SECURITY NUMBER

### PROTECTING YOUR PRIVACY

In order to protect your privacy please remove/blackout your social security number from each financial institution document inserted into the application.

- Financial condition (net worth)
- Tax returns
- Personal loans
- Bank statements
  - IRA
  - CD'S
  - Savings

The Credit Agency Authorization Form AND Criminal Background Check Forms in the application are the only form that requires your Social Security number. These two forms containing your Social Security number will be shredded in our office as soon as we submit the information to the Agency used to obtain your reports.

If you have any questions please contact the Management Office.

**ALL SOCIAL SECURITY NUMBERS SHOULD BE REMOVED/BLOCKED  
OUT FROM TAX RETURNS AND ANY OTHER DOCUMENTS.**

\* Submit completed packages to: **Ms. Susan Rubin c/o Kaled Management Corp., 7001 Brush Hollow Road, Ste: 200 Westbury, NY 11590**. Please allow approximately four (4) weeks for the processing of the application and Board review.

\* All prospective Purchasers and everyone living in the apartment are subject to application review. Kaled 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 Offering Plan and all amendments in addition to those corporate documents while purchasers, in standard contract of sale form, represent they have read.

\*Please submit One (1) ***COLLATED COPY AND ONE (1) ORIGINAL*** (Totaling Two (2) complete packages).

\*Please remove your social security number from all documents except credit check authorization.

\* Please only put the credit authorization in the original package

\*Incomplete application packages will be returned to the buyer or broker.

**All occupants that will be residing in 63-61 99<sup>th</sup> Street Owners Corp. 18 years old & older are required to submit a full application.**

While the Board of Directors will attempt to promptly review all applications, the Corporation, the Board of Directors and its Agents assume no responsibility for expenses or liabilities resulting from any delays in its review.

- **Application Handling & Procedures:**  
Upon receipt of the completed application and required documents, the Transfer Agent will proceed in obtaining a current credit/criminal report for the applicant. All completed documents are reviewed and verified by the agent prior to submitting them to the Board of Directors, who at their discretion will arrange for an interview with the applicant if one is needed. All persons who will be residing in the premises must attend the interview. The Board upon review decides for an approval or rejection of the application and notifies Agent accordingly. The Board has no obligation to explain their decision to the prospective Shareholder or Applicant.

**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. Aztech form of Recognition Agreement if sale is being financed. \_\_\_\_\_
5. Copy of W-2 forms and federal income tax forms for prior two (2) years \_\_\_\_\_
6. Copy of the three (3) most recent pay-stubs (if applicable). \_\_\_\_\_
7. Copy of (6) six months most recent checking/savings/money market/  
investment/retirement statements showing account numbers and balances. \_\_\_\_\_
8. Credit Check /Criminal Authorization for each purchaser.  
Only in original package \_\_\_\_\_
9. Letter of employment from the Human Resources Manager or  
Personnel Director, stating length of employment, title & salary. \_\_\_\_\_  
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.
10. Letter from current landlord on letterhead of Management Company stating  
length of tenancy & amount of rent paid. If applicant is selling a residence,  
please provide copy of pending sale or copy of closing statement. \_\_\_\_\_
11. Two (2) personal letters of reference and one (1) business reference \_\_\_\_\_
12. Lead Paint rider, Carbon Monoxide Rider, and Smoke Detector rider,  
Sprinkler disclosure, signed by both seller(s) and purchaser(s) \_\_\_\_\_  
Notarize where needed.
13. Window Guards rider, coop abatement survey \_\_\_\_\_
14. Complete request for Transcript (Form 4506-T) \_\_\_\_\_
15. Submit a copy of "Your Social Security Statement  
(Need to go on to their website) \_\_\_\_\_
16. Copy of apartment appraisal must be submitted with application \_\_\_\_\_

17. Signed acknowledgement of sublet fine

\_\_\_\_\_

**\* The board of directors may require additional information**

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

- \* Enclose a check in the amount of **\$600.00 payable to Kaled Management Corp.**, for administration fee. **(purchaser)** (Non-refundable)
- \* Credit check fee of **\$150.00 per person payable to Kaled Management Corp. (purchaser)** (Non-refundable)
- \* Recognition agreement fee in the amount of **\$200.00 payable to Kaled Management Corp., (purchaser)**
- \* Purchaser to submit move-in deposit of **\$500.00 payable to 63-61 99 Street Owners Corp.** \$250.00 is refundable after move-in upon complete compliance with the House Rules. Costs associated with any damage to common elements of the building will be deducted from the deposit.
- \* Purchaser to pay \$175.00 administrative/processing fee payable to 63-61 99 Street Owners Corp.
- \* **Purchaser** to pay **\$25.00 payable** to Kaled Management Corp. for post inspection collected at closing

**Fees to be paid at or before closing– (All fees to be paid by Certified Check or Money Order)**

- \* Seller to pay pre-inspection fee of **\$25.00 payable** to Kaled Management Corp. (Seller must notify **Michael Ravner** property manager prior to closing 516-876-4800-x 345)
- \* Seller to submit a move-out deposit of **\$500.00 payable to 63-61 99 Street Owners Corp.** This deposit is refundable after move-out upon complete compliance with the House Rules. Costs associated with any damage to common elements of the building will be deducted from the deposit.
- \* Seller to pay **Flip Tax of 3%** of the Sales price **payable to 63-61 99 Street Owners. Corp.** (due at closing).

Closings will take place at the Office of Borah Goldstein & Altschuler 377 Broadway New York, NY 10013 (212) 431-1300.

PURCHASE APPLICATION

Application is herewith submitted for the purchase of \_\_\_\_\_ shares of common stock of 63-61- 99 Street Owners Corp., and for the right of residency in Apartment # \_\_\_\_\_.

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

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

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

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

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

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

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

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

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

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

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

Home Telephone # (\_\_\_\_) \_\_\_\_\_ Cell # (\_\_\_\_) \_\_\_\_\_

Work Telephone # (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_

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

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

Occupation \_\_\_\_\_

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 # ( ) \_\_\_\_\_ Cell # ( ) \_\_\_\_\_

Work Telephone# ( ) \_\_\_\_\_ Email: \_\_\_\_\_

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

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

Occupation \_\_\_\_\_

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: \_\_\_\_\_ Cell Phone ( ) \_\_\_\_\_

\_\_\_\_\_

Name of all persons who will reside in the apartment.

Names of Adults \_\_\_\_\_

Names of Children \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Name of all residents at the 63-61 99 Street known by applicant:**

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**Do you own a pet? \_\_\_\_\_ If yes, what kind \_\_\_\_\_ How many \_\_\_\_\_**

**Weight: \_\_\_\_\_ (25 pound limit)**

**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):**

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

**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 63-61 99<sup>th</sup> Street Owners Corp.

**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)			
<b>TOTAL ASSETS</b>	<b>\$</b>	<b>TOTAL LIABILITIES</b>	<b>\$</b>
		<b>NET WORTH (excess of assets over liabilities)</b>	<b>\$</b>
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

Signature of Applicant

YEARLY 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	\$

List 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





<i>Total - Amount must match amount stated under Assets</i>		\$

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

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

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

---

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.

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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: \_\_\_\_\_

AFFIDAVIT OF COMPLIANCE WITH  
CARBON MONOXIDE/SMOKE DETECTOR REQUIREMENT  
FOR 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 Seller (Type or Print)

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

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

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

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 are punishable as a crime of perjury under Article 210 of the Penal Law.

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

**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

**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.

**Seller 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) \_\_\_\_ Seller 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) \_\_\_\_ Seller 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) \_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser Acknowledgment (initial)**

(c) \_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_ Purchaser 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.

Seller \_\_\_\_\_ Date \_\_\_\_\_

Seller \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_

Purchaser \_\_\_\_\_ Date \_\_\_\_\_



**63-61 99 STREET OWNERS CORP.**

"WE UNDERSTAND AND ACKNOWLEDGE THAT 63-61 99 STREET OWNERS CORP. HAS STRICT RULES AND REGULATIONS REGARDING SUBLETS. IF AT ANY TIME THE SHAREHOLDER AND OR SUBTENANT DOES NOT ABIDE BY THE RULES SET FORTH IN THE HOUSE RULES (REVISED EFFECTIVE 2003) THE SHAREHOLDER WILL BE FINED \$500.00 PER MONTH.

SHAREHOLDER: \_\_\_\_\_

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

SHAREHOLDER: \_\_\_\_\_

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

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

Shareholder Name \_\_\_\_\_

Building Address \_\_\_\_\_

Unit # \_\_\_\_\_

Dear Shareholder:

This is to inform you that there are various Real Estate Tax Abatements available through NYC Department of Finance as well as New York State which you may be eligible to receive.

The first is the NYC Coop Abatement; this abatement is already established for all unit owners at this address, providing this is their Primary Residence. In order for your unit to receive this abatement NYC Department of Finance, requires that the Board or Kaled Management as the managing agent of the building submit a Change of Shareholder Ownership Form.

In order for us to do so, we need confirmation from you attesting that this will or will not be used as your primary residence. Please sign below, to acknowledge Primary or Non-Primary Residency for this property in New York State.

Other Abatements offered by NYC Department of Finance must be completed and submitted by you the owner. These abatements include Senior Citizen, Veterans, Disability and others. The application for these abatements can be found on NYC Department of Finance web site.

The remaining abatement is the STAR Program (School Tax Relief) this must be applied through New York State. The application must be completed and submitted by you the owner. Applications and information regarding this abatement is available at New York State.gov web site.

KALED MANGEMENT AS AGENT

SHAREHOLDER SIGNATURE \_\_\_\_\_  
PRIMARY ( ) NON-PRIMARY ( )

DATE \_\_\_\_\_



anagement corp.

CORPORATE OFFICE  
7001 BRUSH-HOLLOW ROAD  
SUITE 200  
WESTBURY, NY 11590  
TEL: (516) 876-4800  
FAX: (516) 876-6612  
WWW.KALED.COM

ASSET MANAGEMENT  
757 THIRD AVENUE  
SUITE 2028  
NEW YORK, NY 10017  
TEL: (212) 376-5508

EMAIL: INFO@KALED.COM

Dear Shareholders:

The New York City Department of Finance requires that management companies provide information of all eligible cooperative Shareholders and condominium Unit Owners in order to receive the NYC real estate tax abatement credits.

Please fill out the attached survey form as best as you can in its entirety by referring to your proprietary lease for your survey answers. This information will only be used to update your records in our system as well as to report to the NYC Department of Finance regarding the residency status of all our shareholders in order for the city to determine eligibility for the co-op tax abatement.

*Please note, it is important to complete the survey in it's entirety for us to be able to update your information with*

*NYC Department of Finance.*

Please feel free to reach out to us at 516-876-4800 or email us at [coopabatement@kaled.com](mailto:coopabatement@kaled.com) should you require any assistance.

## NYC / NYS RELIEF PROGRAMS

<https://www8.tax.ny.gov/STRP/strpStart>

Star Abatement

<https://www1.nyc.gov/site/finance/benefits/landlords-dhe.page>

Disabled Homeowners Exemption

<https://www1.nyc.gov/site/finance/benefits/landlords-sche.page>

Senior Citizen Homeowners Exemption

<https://www1.nyc.gov/site/finance/benefits/landlords-veterans.page>

Veterans Homeowners Exemption

These are some of the exemptions available – to see others that you may qualify for visit:

<https://www1.nyc.gov/site/finance/benefits/landlords.page>



CORPORATE OFFICE  
7001 BRUSH HOLLOW ROAD  
SUITE 200  
WESTBURY, NY 11590  
TEL: (516) 876-4800  
FAX: (516) 876-8812  
WWW.KALED.COM

ASSET MANAGEMENT  
757 THIRD AVENUE  
SUITE 2028  
NEW YORK, NY 10017  
(212) 370-5508

EMAIL: INFO@KALED.COM

**\*\* Please Return in Enclosed Envelope or Email To: coopabatement@kaled.com \*\***

**COOP ABATEMENT RESIDENT VERIFICATION SURVEY**

1. Name of all shareholders listed on the proprietary lease (separate with commas if multiple)

\_\_\_\_\_

2. Do you own more than 3 units within the same property? Yes / No

Full address with unit number(s) \_\_\_\_\_

3. Is your Unit or at least one of your units your primary residence? Yes / No

4. Is your unit sponsor owned? Yes / No

5. Is your unit owed by a trust? Yes / No

If your unit is owned by a trust, are you the trustee or beneficiary living there with unit being your primary residence? Yes / No

6. Please list the social security number or the tax ID number of all shareholders on the proprietary lease:

\_\_\_\_\_

7. Have there been any circumstances or changes in residency since January 1, 2018 that may require updated information to be submitted to the city? Yes / No

Please state the reason for this change: \_\_\_\_\_

**\*\*Please send proof of primary residency together with this survey \*\* (example: copy of State ID)**

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

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

### Request for Transcript of Tax Return

- ▶ Do not sign this form unless all applicable lines have been completed.
- ▶ Request may be rejected if the form is incomplete or illegible.
- ▶ For more information about Form 4506-T, visit [www.irs.gov/form4506t](http://www.irs.gov/form4506t).

**Tip.** Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at [IRS.gov](http://IRS.gov) and click on "Get a Tax Transcript..." under "Tools" or call 1-800-908-9946. If you need a copy of your return, use Form 4506, Request for Copy of Tax Return. There is a fee to get a copy of your return.

1a Name shown on tax return. If a joint return, enter the name shown first.	1b First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)
2a If a joint return, enter spouse's name shown on tax return.	2b Second social security number or individual taxpayer identification number if joint tax return
3 Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)	
4 Previous address shown on the last return filed if different from line 3 (see instructions)	
5 Customer file number (if applicable) (see instructions)	

**Note:** Effective July 2019, the IRS will mail tax transcript requests only to your address of record. See **What's New** under **Future Developments** on Page 2 for additional information.

6 **Transcript requested.** Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ▶ \_\_\_\_\_

a **Return Transcript**, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120-A, Form 1120-H, Form 1120-L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days

b **Account Transcript**, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 10 business days

c **Record of Account**, which provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years. Most requests will be processed within 10 business days

7 **Verification of Nonfiling**, which is proof from the IRS that you did not file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days

8 **Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript.** The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2016, filed in 2017, will likely not be available from the IRS until 2018. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 10 business days

**Caution:** If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

9 **Year or period requested.** Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately.

| / / | | / / | | / / | | / / |

**Caution:** Do not sign this form unless all applicable lines have been completed.

**Signature of taxpayer(s).** I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, at least one spouse must sign. If signed by a corporate officer, 1 percent or more shareholder, partner, managing member, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Note:** This form must be received by IRS within 120 days of the signature date.

Signatory attests that he/she has read the attestation clause and upon so reading declares that he/she has the authority to sign the Form 4506-T. See instructions.

Phone number of taxpayer on line 1a or 2a

**Sign Here**

▶ \_\_\_\_\_  
Signature (see instructions) Date

▶ \_\_\_\_\_  
Title (if line 1a above is a corporation, partnership, estate, or trust)

▶ \_\_\_\_\_  
Spouse's signature Date

Section references are to the Internal Revenue Code unless otherwise noted.

### Future Developments

For the latest information about Form 4506-T and its instructions, go to [www.irs.gov/form4506t](http://www.irs.gov/form4506t). Information about any recent developments affecting Form 4506-T (such as legislation enacted after we released it) will be posted on that page.

**What's New.** As part of its ongoing efforts to protect taxpayer data, the Internal Revenue Service announced that in July 2019, it will stop all third-party mailings of requested transcripts. After this date masked Tax Transcripts will only be mailed to the taxpayer's address of record.

If a third-party is unable to accept a Tax Transcript mailed to the taxpayer, they may either contract with an existing IVES participant or become an IVES participant themselves. For additional information about the IVES program, go to [www.irs.gov](http://www.irs.gov) and search IVES.

### General Instructions

**Caution:** Do not sign this form unless all applicable lines have been completed.

**Purpose of form.** Use Form 4506-T to request tax return information. Taxpayers using a tax year beginning in one calendar year and ending in the following year (fiscal tax year) must file Form 4506-T to request a return transcript.

**Note:** If you are unsure of which type of transcript you need, request the Record of Account, as it provides the most detailed information.

**Customer File Number.** The transcripts provided by the IRS have been modified to protect taxpayers' privacy. Transcripts only display partial personal information, such as the last four digits of the taxpayer's Social Security Number. Full financial and tax information, such as wages and taxable income, are shown on the transcript.

An optional Customer File Number field is available to use when requesting a transcript. This number will print on the transcript. See Line 5 instructions for specific requirements. The customer file number is an optional field and not required.

**Tip.** Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

**Automated transcript request.** You can quickly request transcripts by using our automated self-help service tools. Please visit us at [irs.gov](http://irs.gov) and click on "Get a Tax Transcript..." under "Tools" or call 1-800-908-9946.

**Where to file.** Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart below shows two different addresses, send your request to the address based on the address of your most recent return.

### Chart for individual transcripts (Form 1040 series and Form W-2 and Form 1099)

If you filed an

individual return and

lived in:

Mail or fax to:

Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address

Internal Revenue Service  
RAIVS Team  
Stop 6716 AUSC  
Austin, TX 73301

855-587-9604

Alaska, Arizona, Arkansas, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming

Internal Revenue Service  
RAIVS Team  
Stop 37106  
Fresno, CA 93888

855-800-8105

Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia

Internal Revenue Service  
RAIVS Team  
Stop 6705 S-2  
Kansas City, MO 64999

855-821-0094

### Chart for all other transcripts

If you lived in  
or your business was  
in:

Mail or fax to:

Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maryland, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Virginia, Washington, West Virginia, Wisconsin, Wyoming, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, A.P.O. or F.P.O. address

Internal Revenue Service  
RAIVS Team  
P.O. Box 9941  
Mail Stop 6734  
Ogden, UT 84409

855-298-1145

Maine, Massachusetts, New Hampshire, New York, Pennsylvania, Vermont

Internal Revenue Service  
RAIVS Team  
Stop 6705 S-2  
Kansas City, MO 64999

855-821-0094

**Line 1b.** Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

**Line 3.** Enter your current address. If you use a P.O. box, include it on this line.

**Line 4.** Enter the address shown on the last return filed if different from the address entered on line 3.

**Note:** If the addresses on lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address. For a business address, file Form 8822-B, Change of Address or Responsible Party — Business.

**Line 5b.** Enter up to 10 numeric characters to create a unique customer file number that will appear on the transcript. The customer file number **should not** contain an SSN. Completion of this line is not required.

**Note:** If you use an SSN, name or combination of both, we will not input the information and the customer file number will reflect a generic entry of "999999999" on the transcript.

**Line 6.** Enter only one tax form number per request.

**Signature and date.** Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. The IRS must receive Form 4506-T within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines are completed before signing.



You must check the box in the signature area to acknowledge you have the authority to sign and request the information. The form will not be processed and returned to you if the box is unchecked.

**Individuals.** Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

**Corporations.** Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer. A bona fide shareholder of record owning 1 percent or more of the outstanding stock of the corporation may submit a Form 4506-T but must provide documentation to support the requester's right to receive the information.

**Partnerships.** Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

**All others.** See section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer. **Note:** If you are Heir at law, Next of kin, or Beneficiary you must be able to establish a material interest in the estate or trust.

**Documentation.** For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the letters testamentary authorizing an individual to act for an estate.

**Signature by a representative.** A representative can sign Form 4506-T for a taxpayer only if the taxpayer has specifically delegated this authority to the representative on Form 2846, line 5. The representative must attach Form 2848 showing the delegation to Form 4506-T.

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: Learning about the law or the form, 10 min.; Preparing the form, 12 min.; and Copying, assembling, and sending the form to the IRS, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service  
Tax Forms and Publications Division  
1111 Constitution Ave. NW, IR-6526  
Washington, DC 20224

Do not send the form to this address. Instead, see *Where to file* on this page.

**RHODE ISLAND  
63-61 99<sup>th</sup> Street  
Rego Park, NY 11374**

**I/We have read the attached House Rules and agree to accept and abide by them.  
I/We understand any infringement of the attached House Rules may result in an  
administrative fine imposed by the Board of Directors.**

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

\_\_\_\_\_  
**Shareholder**

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

\_\_\_\_\_  
**Shareholder**



63-61 99<sup>th</sup> STREET OWNERS INC.  
"RHODE ISLAND"  
HOUSE RULES  
ADOPTED NOVEMBER 28, 2011

1. The entrances, passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose by Lessees and their invitees other than the respective purposes for which they were intended. There shall be no blocking of entranceways, passageways or vestibules, and no waiting or loitering in the lobby.
2. No article (including, but not limited to, garbage cans, bottles, umbrellas, shoes, boots, bicycles, strollers, carts or mats) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or fire landings of the Building nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows or roofs or placed upon the window sills of any Apartments of the Building.
3. Neither occupants nor their guests shall play in the entrances, passages, public halls, lobbies, elevators, vestibules, corridors, fire landings of or serving the Building.
4. No public hall or public elevator vestibule of the Building shall be decorated or furnished by any Lessee in any manner, except as otherwise expressly provided in the ByLaws.
5. Each Lessee shall keep his or her Apartment in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.
6. No window guards or other window decorations shall be used in or about any Apartment, unless otherwise required by applicable Legal Requirements and as approved by the Lessor. However, each Lessee shall notify the Managing Agent in writing when a child or children under the age of eleven years lives or resides (even temporarily) in the Apartment. Each such Lessee shall install, at such Lessee's expense, the required window guards in all windows of the Apartment. The Lessee shall maintain all window guards installed in the Apartment and shall not remove the same until permitted by applicable Legal Requirements and in any event, without full knowledge of the Managing Agent.
7. No radio, television or other aerial, satellite dish, disk or similar device shall be attached to or hung from the exterior of the Building, wires shall not run outside or within the Building, and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of any Apartment or anywhere in or on the Building, except such as shall have been approved in writing by the Lessor or the Managing Agent; nor shall anything be projected from any window of any Apartment.

8. No heat, ventilator, air conditioning device or exhaust fan shall initially be installed in any Apartment or window without the prior written approval of the Lessor. Any installation must be in compliance with the requirements of the New York City Department of Buildings. The use of electric heaters in apartments is specifically prohibited.
9. No mopeds, motorcycles, bicycles, scooters or similar vehicles shall be taken into or from the Building through the main Building entrance or be allowed in the lobby, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public halls, vestibules, corridors or other public areas of the Building. The service entrance is the only means by which bicycles should be transported in and out of the Building.
10. No Lessee shall make or permit any disturbing or objectionable noises, odors or activity in their Apartment or in the Building, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Lessees or their tenants or occupants. No Lessee shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a phonograph, stereo system, or radio or television set or other loudspeaker in such Lessee's Apartment between 11:00 p.m. and the following 7:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. 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 9:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.
11. No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition) shall be permitted, kept or harbored in an Apartment unless the Lessor or the Managing Agent in each instance has expressly consented in writing. Such consent, if given, shall be revocable by the Lessor or Managing Agent in their sole discretion, at any time, with or without cause. The Lessor has the power to ban certain breeds of dogs from the Building and to prescribe the maximum size/weight of any dog allowed in the Building. Notwithstanding the foregoing, a Lessee may keep as pets in his or her Apartment not more than two (in total) domestic dogs, domestic cats, caged birds and fish, provided that such pets do not constitute a health hazard, unsanitary condition or nuisance to any other Lessee, tenant or occupant. Any pet constituting a nuisance shall be permanently removed from the Building within one week after notice from the Managing Agent. In no event shall a pet be permitted in any Apartment without the prior written consent of the Lessor (which may be granted or denied in the sole discretion of the Lessor), nor shall any bird, reptile, or animal be permitted in any of the public portions of the Building, unless carried or on a leash. Any Lessee in the public portions of the Building with an animal that is unleashed and not carried shall be fined subject to an administrative fee of \$100.00 (subject to increase by the Lessor from time to time to reflect changes in the cost of living). No pigeons or other birds or animals shall be fed from the window sills or other public portions of the Building or on the sidewalk or street adjacent to the Building. Each Lessee

who keeps (or permits to be kept) any type of pet in such Lessee's Apartment may be required to enter into an agreement with the Lessor, which agreement may set forth such other rules regarding pets as the Lessor shall deem suitable and require the Lessee to indemnify, defend and hold harmless the Building, the Lessor, all Lessees and the Managing Agent of the Building from all claims and expenses resulting from the acts or presence of such pet. While Lessees shall be entitled to maintain aquariums, the Lessor may set limits on the size/weight thereof.

12. All service and delivery persons will be required to use the service entrances to the Building. All packages, including, without limitation, those containing perishable items, delivered to Apartments by outside personnel must be delivered to the area therefore designated by the Lessor or the Managing Agent. Deliveries will be made from such area to individual Apartments only by Building personnel as otherwise directed by Building personnel. Such deliveries will be made only at such times as a Apartment is occupied by the resident thereof or an authorized person and said resident or authorized person is willing to accept delivery. If the Apartment is not occupied or delivery is declined, the package will be held in the designated area until the resident or authorized person returns or requests delivery, except in the case of perishable items which will be held in the designated area for no longer than 24 hours. After said 24-hour period, the perishable item shall be disposed of by Building personnel. Building personnel will not be responsible for packages held in the package room for more than 72 hours. No large deliveries will be accepted for a Lessee (or occupant of a Apartment) unless such Lessee (or occupant) has made prior arrangements with the Building staff. The Lessor shall not be responsible for any packages or articles left with or entrusted to, or delivered to and received by an employees of the Lessor.
13. Furniture, trunks and heavy baggage shall be taken in or out of the Building through the service entrance only. In order to preserve elevators and hallways, move ins/move outs and the delivery of furniture or oversized personal property must be scheduled with Lessor's superintendent. To protect against damage, Lessees may be required to post a move in/move out deposit. A portion of the deposit may be retained as an administrative fee.
14. No refuse, other than trash intended for and appropriate disposal in the compactor shall be removed from the Apartments except at such times and in such manner as the Lessor or the Managing Agent may direct.
15. Water-closets, sinks, toilets, drains, and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags, personal hygiene items, or any other article be thrown into the same. Any damage resulting from misuse of any waterclosets or other apparatus in a Apartment shall be repaired and paid for by the Lessee of such Apartment.
16. No occupant of the Building shall send any employee of the Building or of the Managing Agent out of the Building on any private business. Should the

Lessee utilize the services of any employee of the Building within their apartment, such utilization will be after the employee's hours of employment by the Lessor. In such event such services shall be deemed to be performed while such employee was in the employ of the Lessee and not the Lessor.

17. The agents of the Lessor or the Managing Agent, and any contractor or worker authorized by the Lessor or the Managing Agent and accompanied by an agent of the Lessor or the Managing Agent, may enter any room or Apartment at any reasonable hour of the day, on at least one day's prior notice to the Lessee, for the purpose of inspecting such Apartment for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Apartment for its permitted purposes. Lessor or the Managing Agent shall be entitled to make yearly inspections of all Apartments.
18. The Lessor or the Managing Agent shall retain a pass-key to each Apartment. If any lock is altered or a new lock is installed, the Lessor or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Lessee is not personally present to open and permit an entry to his or her Apartment at any time when an entry therein is necessary or permissible under these Rules and Regulations, and the Lessee has not furnished a key to the Lessor or the Managing Agent, then the Lessor or the Managing Agent or their agents on notice to the Lessee (but, except in an emergency, without notice to the Lessee, only when specifically authorized by an officer of the Lessor or an officer of the Managing Agent) may forcibly enter such Apartment without liability for damages or trespass by reason thereof (provided that during such entry reasonable care is given to the Lessee's property).
19. Complaints regarding Building services shall be made in writing to the Lessor or to the Managing Agent. Before contacting any governmental authority regarding issues such as heat, hot water, or conditions within Apartments, Lessees must contact the Managing Agent of Lessor in writing and afford the Lessor a reasonable period of time to investigate and address any alleged condition.
20. No Lessee or any of his or her agents, servants, employees, licensees or visitors shall at any time bring into or keep in such Lessee's Apartment any inflammable, combustible or explosive fluid, material, chemical or substance.
21. Nothing shall be done or kept in any Apartment which would increase the rate of insurance of the Building or contents thereof, without the prior written consent of the Lessor. No Lessee shall permit anything to be done or kept in his or her Apartment which will result in the cancellation of insurance on the Building or which would be in violation of any law. No waste shall be committed in the common areas of the Building.

22. Lessees shall comply with the laws, ordinances, rules and regulations of the City of New York or any other applicable governmental authority with respect to recycling of waste and refuse, including, without limitation, the separation of trash into "recyclable" and "non-recyclable" materials and/or categories of each of same. The Lessor may designate from time to time the types of materials which must be separated for recycling, the types of containers or binding to be used by the Lessees for the disposal of designated recyclable materials and the locations where designated recyclable materials shall be deposited. The Lessor may also establish other rules and regulations regarding the recycling and disposal of trash. Any costs incurred by the Lessor to enforce the rules and regulations of the Lessor or the requirements of applicable law regarding the recycling of trash against a Lessee, including, without limitation, legal fees, fines and penalties imposed by any government agency, shall be payable by the Lessee as additional maintenance. Lessees will comply with the following procedures with respect to the disposal of refuse: (a) wrap dust, flour and powdered waste before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the designated refuse area; (d) crush into tight bundles all loose papers before placing the same in the designated refuse area; (e) deposit all bundles of waste into the hopper; (f) thoroughly wash and clean all cans and bottles before depositing them in recycling bins, and (g) refrain from depositing waste of an explosive or otherwise hazardous nature therein. Any refuse not disposable by depositing same in the designated refuse area must be picked up directly from the Apartment by Building personnel at such times and in such manner as the Lessor or the Managing Agent shall determine. Mattresses, appliances and other oversize items may only be disposed of in accordance with law and by coordination with the Building Superintendent. All medical waste will be handled in accordance with law.
23. Lessees will comply with the laws, ordinances, rules and regulations of the City of New York or any other applicable governmental authority, including without limitation, those with respect to window guards, emergency access and egress, nonobstruction of fire escapes and their nonuse, except in an emergency.
24. Lessees, their families, guests, service personnel, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.
25. The Lessor shall have the right from time to time to relocate any portion of the Building used for storage or service purposes.
26. No Lessee, tenant or occupant of a Apartment shall conduct any group tour, exhibition or open house of any Apartment or its contents or any auction or "garage" sale in any Apartment, without the prior consent of the Lessor or the Managing Agent and if consent is given, upon such conditions as the Lessor or the Managing Agent may impose.
27. In the event that any Apartment is used for home occupation purposes or other purposes which are permitted by applicable zoning resolution, other law

or court order, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.

28. With respect to any Apartment to which there is a Terrace appurtenant, the following additional rules and regulations shall apply: All furniture must be "patio/terrace" furniture which is rust-proof; any planting/landscaping must comply with all Legal Requirements. Plants may not exceed the total weight allowance of 100 pounds and must be planted in water-proof containers so as not to cause water leakage. Any damage caused by the Lessee's negligence shall be at such Lessee's sole cost and expense. All Terraces must be kept clean and free from snow, ice, leaves and debris and all screens and drains must be kept in good repair. The Lessee shall not remove any of the above items by putting them over the Terrace walls, but shall remove said items either through the apartment or through drainage where appropriate. No hanging of any items, including but not limited to banners, laundry, decorations, etc., from any Terrace wall, structure, railing or other temporary or permanent structure is permitted. No items, including but not limited to climbing equipment, bikes, pools, children's toys, etc., may be stored on any Terrace; any appropriate furniture including tables, chair cushions and umbrellas may be left on the Terraces only if properly secured. No items can be placed on the Terrace parapet wall and/or railing. In no event shall any Lessee be permitted to enclose any Terrace or erect any structure on any Terrace. No portion of any Terrace may be painted, cemented or changed in any fashion from its original appearance. No carpeting may be placed on any Terrace. Lighting fixtures may only be plugged into regulation sockets. No satellite dishes may be placed on any Terrace. No animals, which include but are not limited to dogs, cats, birds, are allowed on any Terrace. No article, including, but not limited to, bicycles and similar vehicles, shall be stored or allowed to stand on Terraces, other than furniture of the kind usually maintained in outdoor areas.
29. There will be no barbecuing in the Apartments or on any Terraces. No Lessee or any of such Lessee's agents, servants, employees, licensees, tenants, sub lessees or visitors shall at any time bring into or keep in such Lessee's Apartment any flammable, combustible or explosive fluid, material, chemical or substance.
30. Unless expressly authorized by the Lessor in each case, at least 80% of the floor area of each Apartment (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with carpeting, rugs, or equally effective noise-reducing material, all over padding. Should any lessee or occupant have allergies or any other medical condition which prevents them from installing carpeting or rugs, such Lessee shall either install hypoallergenic floor coverings, or at the Lessee's expense, install noise reducing material under the flooring in their apartment and in the sole discretion of Lessor noise reducing materials in the ceiling of any downstairs neighbor in the same line requesting same.
31. Laundry facilities shall be for the exclusive use of the Lessees and their permitted subtenants, and housekeepers. Laundry facilities may not be utilized for profit. The Lessor shall have the right to set the hours when the

laundry room is open. The laundry room sink will only be used for laundry related purposes. Persons utilizing laundry equipment must promptly remove their laundry at the completion of a cycle. Laundry carts shall only be used for moving/hanging laundry within the laundry room. Eating and drinking in the laundry room is strictly prohibited. Persons using the laundry room are responsible to maintain the cleanliness of the laundry room.

32. If the Lessor provides Lessees with a free of charge storage room, Lessees shall not store any flammable materials or materials proscribed by any governmental or administrative body. All stored items must be properly tagged. Untagged items may be disposed by the Lessor without advance notice. The Lessor reserves the right to make available storage lockers for rental for a fee and to reduce or eliminate any free storage. The provision of any manner of storage, at any time, does not constitute a bailment on the part of Lessor. If the Lessee is furnished or rents a storage bin, the Lessee will store the Lessee's personal property only within such bin.
33. Lessees shall not clean or allow anyone to clean any windows from outside of the building.
34. Any approval of the installation of a dishwasher may be granted upon such conditions as the Lessor may impose. No Lessee shall install any washer, dryer, or garbage disposal unit in their Apartment.
35. The Lessor provides for basic extermination services. Lessees will make their apartments available for regular basic extermination on dates and at times scheduling by the Lessor with the pest control company retained by Lessor. Lessees shall be responsible for arranging for and for paying for any required or desired upgraded extermination (including but not limited to treatments for the presence of bedbugs). No Lessees shall use the services of any extermination company not approved by Lessor in writing. Should the Lessee fail to properly maintain their Apartment, the Lessor shall have the right, (but not the obligation) to enter the Apartment, perform the services or treatment and bill the Lessee for the cost thereof as additional maintenance.
36. Lessees shall periodically test and maintain fully operational smoke detectors/carbon monoxide detectors within their Apartments, changing the batteries therein at least every six (6) months.
37. No Lessee or member of a Lessee's household or guests, or invitees of a Lessee shall smoke in any common areas of the Lessor's Building. Lessees shall take all reasonable precautions (including the installation of special ventilation equipment or the sealing of walls and floors to eliminate smoke leaving their apartment and entering the apartment of other Lessees.
38. Any Lessee operating a business which utilizes the potable water system shall, on the written request of Lessor, install a backflow prevention device.
39. In order to facilitate effective communications between the Lessor and Lessees, Lessees will furnish the Lessor's Managing Agent with current

mailing addresses, phone numbers (home, work and mobile) and email addresses (if applicable).

40. Any consent or approval given under these Rules and Regulations may be granted, refused, added to, amended or repealed, in the sole discretion of the Lessor, at any time by resolution of the Lessor. Further, any such consent or approval may, in the discretion of the Lessor or the Managing Agent, be conditional in nature.
41. The Lessor reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation at any time prescribed for the Building when, in the judgment of the Lessor, the Lessor deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Building or the preservation of good order therein, or the operation or maintenance of the Building, the Building or the equipment thereof, or the comfort of Lessees, occupants or others in the Building. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Lessee or other occupant shall operate as a rescission, alteration, waiver or addition in respect of any other Lessee or other occupant.
42. Notwithstanding any references to "Lessee" in these Rules and Regulations, the Rules and Regulations of the Lessor shall be binding upon all subtenants, guests and other occupants of the Building. Lessees shall be responsible for enforcing compliance with, and liable for any violation of, the Rules and Regulations by members of their families, guests, invitees, tenants, employees, agents, visitors and any other occupants of their Apartments.
43. The Lessor has adopted separate policies including but not limited to Apartment Alterations, Subletting, Assignments, Pets, Parking and Insurance. The Lessor shall notify Lessees of any violation of the House Rules. Pursuant to the proprietary lease of the Lessee, a violation of the House Rules also constitutes a violation of the proprietary lease for the Apartment in which the Lessee resides. Violations of the House Rules by a Lessee will subject the violating Lessee to the imposition of an administrative fee of \$100.00 (subject to increase by the Lessor from time to time to reflect changes in the Cost of Living). The imposition of an administrative fee shall not abrogate or serve as a substitute for any other rights or remedies of the Lessor under the proprietary lease the Apartment for a violation of the House Rules, including but not limited to the commencement of eviction proceedings and the recovery of attorney's fees and costs associated therewith.

63-61 99th STREET OWNERS CORP.  
HOUSE RULES  
REVISED AND EFFECTIVE AS OF 15 JULY 2003

USE OF PREMISES

- ALL APARTMENTS SHALL BE USED FOR RESIDENTIAL PURPOSES ONLY, UNLESS DESIGNATED AS PROFESSIONAL OFFICES.
- RESIDENTS MUST HAVE A PROXIMATE CONSANGUINE RELATIONSHIP TO OWNERS OF RECORD, i.e. CHILDREN, PARENTS, SIBLINGS. UNDER NO CIRCUMSTANCES MAY PARTIAL OR SHARED USE OF APARTMENTS BE RENTED, LEASED OR LET TO ANYONE OTHER THAN THE ABOVE LISTED RELATIVES.
- NO RESIDENT IS PERMITTED TO OPERATE A BUSINESS OR ANY OTHER HOME BASED OCCUPATION THAT WILL REQUIRE EXCESSIVE NON-RESIDENTS TO ENTER THE BUILDING.
- COMMERCIAL AND OR PROFESSIONAL APARTMENTS ARE RESTRICTED TO THE USE AS INDICATED AT THE TIME OF PURCHASE. THIS SHALL INCLUDE A BUSINESS PLAN THAT SHALL SPECIFY THE TYPE OF EQUIPMENT TO BE INSTALLED AND UTILIZED, THE NUMBER OF EMPLOYEES AND THE PROPOSED HOURS OF OPERATION. PURCHASER OF SUCH SPACES WILL FACE THE SAME RESTRICTIONS AS RESIDENTIAL SHAREHOLDERS i.e. SUBLETTING, SHARING SPACE etc.
- MEDICAL OR CONTAMINATE WASTE MUST BE SEGREGATED BY THE PROFESSIONAL OFFICE IN COVERED RECEPTACLES AND PUT OUT FOR COLLECTION NO MORE THAN FOUR (4) HOURS PRIOR TO PICK-UP BY AN AUTHORIZED LICENSED WASTE REMOVAL AGENCY.
- NO RESIDENT OWNER MAY OWN MORE THAN ONE DWELLING UNIT.

SUBLETS

- PREMISES MAY BE SUBLET ONLY WITH PERMISSION OF THE BOARD OF DIRECTORS AND ONLY AFTER TWO YEARS CONTINUOUS RESIDENCE BY THE REGISTERED OWNER.
- PROSPECTIVE SUBLET TENANTS ARE SUBJECT TO THE SAME APPROVAL STANDARDS AS REQUIRED BY PROSPECTIVE PURCHASERS.
- SUBLETS MAY BE FOR NO LESS NOR NO LONGER THAN A ONE-YEAR TERM, RENEWABLE FOR ONLY ONE ADDITIONAL YEAR AND THAT ONLY WITH THE CONSENT OF THE BOARD OF DIRECTORS.
- NO APARTMENT MAY BE SUBLET MORE THAN TWO YEARS IN ANY FIVE-YEAR PERIOD WITHOUT THE WRITTEN CONSENT OF THE BOARD OF DIRECTORS.
- AN APPLICATION FEE EQUAL TO THAT CHARGED TO PROSPECTIVE PURCHASERS WILL BE APPLIED.
- A SUBLET FEE EQUAL TO 15% OF THE OWNERS ANNUAL MAINTENANCE CHARGES SHALL BE PAID TO THE CO-OP CORPORATION AT THE TIME OF APPROVAL.

### PUBLIC AREAS

- PUBLIC HALLS, STAIRWAYS OR LANDINGS, AND FIRE ESCAPES ARE EXPRESSLY FOR THE PURPOSE OF ENTERING AND EXITING APARTMENTS. THEY ARE NOT TO BE OBSTRUCTED IN ANY WAY.
- THE LOBBY IS NOT INTENDED AS A GATHERING PLACE OR AN EXTENSION OF ANY RESIDENT'S LEASED PREMISES. IT IS FURNISHED TO ACCOMMODATE THOSE WAITING TO BE MET BY A RESIDENT OR THOSE AWAITING ARRIVAL OF A CAR OR CAB.
- LOITERING IS NOT PERMITTED.
- WHEELED EQUIPMENT MUST ENTER AND EXIT THE BUILDING THROUGH THE BASEMENT SERVICE ENTRANCE. THIS INCLUDES, BUT IS NOT LIMITED TO, SHOPPING CARTS, BICYCLES, LUGGAGE AND CARRIAGES.
- BICYCLES, SCOOTERS, BABY CARRIAGES, STROLLERS, SHOPPING CARTS OR SIMILAR VEHICLES SHALL NOT BE ALLOWED TO STAND IN THE PUBLIC AREAS OF THE BUILDING. CHILDREN SHALL NOT PLAY IN OR ON ANY ENTRANCE COURTYARD, VESTIBULE, LOBBY, HALLWAY, STAIRWAY, ELEVATOR OR FIRE ESCAPE.
- SKATING, BIKE RIDING, SCOOTERING, SKATEBOARDING AND BALL PLAYING ARE PROHIBITED WITHIN THE BUILDING AND THE AREAS BETWEEN THE DOORWAYS AND THE SIDEWALKS.
- HALLWAYS, STAIRCASES, LANDINGS AND FIRE ESCAPES ARE NOT TO BE OBSTRUCTED BY ANY WHEELED OR STATIONARY OBJECTS AND ARE NOT TO BE USED AS STORAGE OR WORK AREAS BY EITHER RESIDENTS OR AUTHORIZED CONTRACTORS, DELIVERY PERSONS OR TRADES PERSONS.
- NO DOORMATS MAY BE PLACED IN THE HALLWAYS.
- NO PUBLIC AREA OF THE BUILDING SHALL BE DECORATED OR FURNISHED BY ANY RESIDENT WITH THE EXCEPTION OF NON-FLAMMABLE HOLIDAY DECORATIONS THAT MAY BE TEMPORARILY AFFIXED TO THAT RESIDENT'S APARTMENT DOOR.
- DEFACING OF ANY PUBLIC AREAS OR PROPERTY OF THE BUILDING WHETHER INTERIOR OR EXTERIOR, SHALL RESULT IN AN ADMINISTRATIVE CHARGE, THE AMOUNT OF WHICH SHALL BE DOUBLE THE COST OF MATERIALS AND LABOR REQUIRED TO EFFECTUATE THE REPAIR/RESTORATION.
- CITY ORDINANCES PROHIBIT SMOKING IN THE VESTIBULE, LOBBY, HALLS, ELEVATORS, LAUNDRY ROOM OR ANY OTHER PUBLIC AREA OF THE BUILDING.

### ROOF, WINDOWS AND EXTERIOR MASONRY

- THE ROOF IS OFF LIMITS TO ALL RESIDENTS EXCEPT DURING EMERGENCIES OR WHEN ACCOMPANIED BY BUILDING STAFF.
- NOTHING MAY BE PLACED ON OR ATTACHED TO THE ROOF, WINDOW FRAMES OR EXTERIOR MASONRY WITHOUT WRITTEN PERMISSION FROM THE BOARD OF DIRECTORS. THIS INCLUDES BUT IS NOT LIMITED TO FLOWERPOTS, SIGNS, AWNINGS, CANOPIES, SATELLITE DISHES, ANTENNAE OR ANY OTHER ELECTRONIC DEVICES.

- NO ARTICLE SHALL BE HUNG OR SHAKEN FROM DOORS, WINDOWS, FIRE ESCAPES, TERRACES OR BALCONIES.

### BUILDING APPEARANCE

- NO RADIO OR TELEVISION ANTENNA OR SATELLITE DISH SHALL BE HUNG FROM OR ATTACHED TO THE EXTERIOR OF THE BUILDING OR ROOF WITHOUT THE WRITTEN PERMISSION OF THE BOARD OF DIRECTORS.
- NO RADIO OR TELEVISION ANTENNA OR SATELLITE DISH SHALL TEMPORARILY BE PLACED OUTSIDE THE RESIDENTS WINDOWS OR ON THE ROOF.
- NO RESIDENT SHALL INSTALL ANY FENCING OR SCREENING ON ANY TERRACE OR ERECT ANY STRUCTURE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE BOARD OF DIRECTORS.
- MOPS, RUGS, LAUNDRY AND OTHER SUCH ITEMS SHALL NEITHER BE HUNG NOR STORED WHERE THEY ARE VISIBLE OUTSIDE THE RESIDENT'S APARTMENT.
- SIGNS OR POSTERS ARE NOT TO BE HUNG FROM OR PLACED IN WINDOWS OR ON DOORS.
- AIR CONDITIONERS - THE INSTALLATION OF ALL AIR CONDITIONERS MUST BE INSPECTED AND APPROVED BY MANAGEMENT.
- MAINTENANCE OF AIR CONDITIONERS IS THE RESPONSIBILITY OF THE SHAREHOLDER. EXCESSIVE LEAKS AND OR NOISE, AS DETERMINED BY MANAGEMENT, MUST BE REMEDIED BY THE SHAREHOLDER.
- THE AIR CONDITIONER SHALL NOT BE IN USE UNTIL THE APPROPRIATE REPAIRS HAVE BEEN EFFECTED.

### DELIVERIES

- FURNITURE AND OTHER LARGE ITEMS ARE TO BE DELIVERED THROUGH THE SERVICE ENTRANCE, NOT THROUGH THE FRONT DOOR OR LOBBY.
- PRIOR TO ACCEPTING A DELIVERY, COORDINATE WITH THE SUPERINTENDENT OR STAFF FOR ELEVATOR PADS AS NEEDED.
- DELIVERIES REQUIRING MULTIPLE TRIPS ON THE ELEVATORS MUST BE MADE BETWEEN THE HOURS OF 9:00 AM AND 6:00 PM MONDAY THROUGH FRIDAY, EXCLUDING WEEKENDS AND HOLIDAYS. FAILURE TO KEEP TO SUCH A SCHEDULE WILL RESULT IN AN ADMINISTRATIVE/LABOR CHARGE OF \$100.00.
- ALL TRADESPEOPLE APPROVED TO WORK IN THE BUILDING ARE REQUIRED TO USE ONLY THE SERVICE ENTRANCES. MOVEMENT OF THEIR SUPPLIES AND/OR TOOLS AND EQUIPMENT MUST BE THROUGH THOSE ENTRANCES.
- SHAREHOLDERS/RESIDENTS WHO HAVE CONTRACTED SUCH WORK SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE BUILDING CAUSED BY THESE TRADESPEOPLE.
- LARGE PACKAGING BROUGHT BY DELIVERY PERSONS OR TRADESPEOPLE MUST BE REMOVED FROM THE BUILDING. WHEN THIS IS IMPRACTICAL, THE CARTONS OR CRATES MUST BE BROKEN DOWN AND FLATTENED FOR EASY HANDLING BY THE BUILDING STAFF. FAILURE TO DO THIS WILL RESULT IN A CHARGE OF \$50.00 PER ITEM.

- THE CONTRACTOR MUST REMOVE CONSTRUCTION MATERIALS AND/OR CONSTRUCTION DEBRIS FROM THE BUILDING. FAILURE TO REMOVE SUCH MATERIAL WILL RESULT IN A CHARGE TO THE RESIDENT OWNER OF TREBLE THE LABOR CHARGE FOR THE STAFF TO DISPOSE OF SUCH MATERIAL.

#### MOVING IN OR OUT OF THE BUILDING

- A MOVE-IN/MOVE-OUT DEPOSIT SHALL BE PAID AS FOLLOWS: PRIOR TO THE SCHEDULED MOVE, RESIDENTS MOVING OUT OF THE BUILDING MUST SEND THE MANAGEMENT CORPORATION A REFUNDABLE CERTIFIED CHECK IN THE AMOUNT OF \$500.00, PAYABLE TO 63-61 99TH STREET OWNERS CORP. TO COVER THE COST OF ANY DAMAGES TO THE BUILDING AND/OR ADDED STAFF EXPENSES DURING THE MOVE.
- RESIDENTS MOVING INTO THE BUILDING MUST INCLUDE A DEPOSIT IN THE AMOUNT OF \$500.00, PAYABLE TO 63-61 99TH STREET OWNERS CORP., OF THIS, \$250.00 SHALL BE NON-REFUNDABLE, THE BALANCE TO BE HELD AS SECURITY TO COVER THE COST OF DAMAGES TO THE BUILDING AND/OR ADDED STAFF EXPENSES DURING THE MOVE THOSE MAKING THESE MOVES SHALL NOTIFY THE SUPERINTENDENT UPON COMPLETION OF THE MOVE. HE WILL INSPECT THE APPROPRIATE AREAS TO DETERMINE IF ANY DAMAGE HAS BEEN INCURRED AS A RESULT OF THE MOVE. THE SUPERINTENDENT SHALL REPORT HIS FINDINGS TO THE MANAGING AGENT.
- PURCHASERS, SELLERS, OR SUBLETTERS SHALL SCHEDULE MOVE-IN/MOVE-OUT DATES WITH THE SUPERINTENDENT AT LEAST FIVE (5) DAYS IN ADVANCE OF ANY MOVE. NON COMPLIANCE MAY RESULT IN THE FORFEITURE OF THE MOVE-IN/MOVE-OUT DEPOSIT.
- MOVING SHALL BE CONDUCTED ON WEEKDAYS (NOT INCLUDING LEGAL HOLIDAYS) AND ONLY BETWEEN THE HOURS OF 9:00 AM AND 6:00 PM. ONLY THE BASEMENT SERVICE ENTRANCES MAY BE USED FOR MOVING. FAILURE TO KEEP TO SUCH A SCHEDULE WILL RESULT IN AN ADMINISTRATIVE/LABOR CHARGE OF \$500.00.

#### LAUNDRY AREA

- WASHERS, DRYERS, CARTS AND TABLES ARE OWNED AND MAINTAINED BY A CONCESSION HOLDER ON CONTRACT WITH THE COOP CORPORATION. THE IDENTITY AND ADDRESS OF THIS CONTRACTOR IS POSTED IN THE LAUNDRY AREA.
- ANY LOSSES OF MONEY OR DAMAGES TO PROPERTY SHOULD BE ADDRESSED TO THE CONTRACTOR.
- THE COOP CORPORATION MAKES THIS SPACE AVAILABLE AS A CONVENIENCE OR AMENITY TO THE RESIDENTS. THE COOP CORPORATION ASSUMES NO LIABILITY FOR PERSONS OR PROPERTY IN THE LAUNDRY AREA.
- THE BUILDING STAFF SHALL MAINTAIN THE AREA'S GENERAL CLEANLINESS. EACH RESIDENT USING THE FACILITY IS RESPONSIBLE TO LEAVE THE AREA NEAT AND CLEAN AFTER COMPLETING HIS OR HER LAUNDRY. SHOULD THERE BE SPILLAGE OR ANY HAZARDOUS CONDITION THAT OCCURS

BETWEEN NORMAL MAINTENANCE PERIODS, PLEASE REPORT THIS TO THE STAFF SO IT CAN BE RECTIFIED.

- LAUNDRY CARTS ARE NOT TO BE REMOVED FROM THE LAUNDRY AREA.
- HOURS OF USE MAY BE SET BY THE COOP CORPORATION.

#### GARAGE PARKING:

- THE BUILDING HAS AN UNATTENDED GARAGE.
- PERSONS AND VEHICLES USE THE SPACE AT THEIR OWN RISK.
- THE CO-OP CORPORATION MAKES NO REPRESENTATION AS TO THE SAFETY OR SECURITY OF THE GARAGE.
- GARAGE SPACES ARE LEASED TO SHAREHOLDERS WHO RESIDE IN THE BUILDING, FOR THEIR USE ONLY, ON A MONTH-TO-MONTH BASIS AND ARE THE PROPERTY OF THE CORPORATION.
- A WRITTEN REQUEST TO MANAGEMENT MUST BE MADE TO APPLY FOR A PARKING SPACE.
- SPACES ARE ASSIGNED ON THE BASIS OF SENIORITY ON A WAITING LIST THAT IS PUBLICLY POSTED. THE LIST INDICATES THE DATE THE REQUEST WAS RECEIVED BY MANAGEMENT.
- AUTOMOBILES MUST BE REGISTERED IN THE NAME OF THE SHAREHOLDER WHO HAS A VALID DRIVERS LICENSE OR WHO HAS CONSTRUCTIVE USE OF CORPORATE VEHICLES. COPIES OF LICENSE AND REGISTRATION MUST BE SUBMITTED TO MANAGEMENT IN ORDER TO RECEIVE A NUMBERED PARKING PERMIT.
- OVERSIZE TRUCKS, VANS OR OTHER SUCH VEHICLES ARE EXCLUDED FROM THE GARAGE.
- MANAGEMENT RESERVES THE RIGHT TO REASSIGN PARKING SPACES TO BETTER ACCOMMODATE VARIED SIZE VEHICLES TO THE VARIED SIZE OF THE PARKING SPACES.
- UPON SURRENDERING THE GARAGE SPACE, RESIDENTS ARE TO RETURN THE REMOTE CONTROL GARAGE DOOR OPENERS AND THE PEDESTRIAN DOOR KEYS TO THE SUPERINTENDENT OR TO MANAGEMENT. FAILURE TO RETURN EITHER ITEM WILL RESULT IN A CHARGE OF \$100.00 EACH.
- SPACE IS LEASED ON A MONTH-TO-MONTH BASIS. FAILURE TO PAY ANY ONE-MONTH'S GARAGE FEE IN A TIMELY MANNER MAY RESULT IN FORFEITURE OF THE SPACE.

#### STORAGE AREA

- STORAGE BINS ARE AVAILABLE FOR RENT. MANAGEMENT MAINTAINS A WAITING LIST FOR THOSE DESIRING SUCH BINS.
- ACCESS TO THESE BINS IS LIMITED TO STAFF AND ALL THOSE RENTING BINS. THE CO-OP CORPORATION MAKES NO REPRESENTATION AS TO THE SECURITY OF PERSONS OR PROPERTY IN THE STORAGE ROOM.

### DISPOSAL OF REFUSE

- ALL RESIDENTS ARE REQUIRED TO COMPLY WITH THE NEW YORK CITY REGULATIONS REGARDING RECYCLING.
- THE COOP CORPORATION SUPPLIED EACH FLOOR WITH THE APPROPRIATE BINS, BARRELS AND CHUTES TO BOTH FULFILL THE LEGAL REQUIREMENTS AS WELL AS MAINTAIN A CLEAN ENVIRONMENT IN THE BUILDING.
- SIGNS ARE POSTED IN EACH COMPACTOR ROOM INDICATING WHAT SORT OF GARBAGE, TRASH OR WASTE MATTER SHOULD BE PLACED WHERE.
- AS BOTH A MATTER OF COURTESY AND HYGIENE RINSE ALL BOTTLES JARS AND FOOD CONTAINERS BEFORE DISPOSING OF THEM.
- ALL ORGANIC MATERIALS AND/OR KITCHEN WASTE SHOULD BE PACKED IN A SEALED PLASTIC BAG BEFORE BEING PLACED IN THE CHUTE.
- NOTHING IS TO BE PLACED ON THE FLOOR OR IN THE SINK.
- CARDBOARD CARTONS ARE TO BE FLATTENED AND ALONG WITH WOODEN CRATES, WOOD OR METAL FRAMES OR FURNISHINGS ARE TO BE BROUGHT TO THE BASEMENT.
- DISCARDED CLOTHING AND SHOES ARE TO BE BAGGED AND PUT IN THE COMPACTOR CHUTE. [SHOULD YOU FEEL THERE IS STILL SOME USE LEFT IN THESE ITEMS, PLEASE TAKE THEM TO THE CHARITY OF YOUR CHOICE. DO NOT CLUTTER THE COMPACTOR ROOM WITH THEM.]
- OVERSIZED MATERIALS SUCH AS MATTRESSES, FURNITURE AIR CONDITIONERS, etc. SHOULD BE BROUGHT TO THE BASEMENT. IF NECESSARY, CONTACT THE STAFF FOR ASSISTANCE.
- ALL KITTY LITTER AND ANIMAL WASTE MUST BE SECURELY BAGGED AND BROUGHT TO THE DESIGNATED WASTE CONTAINER IN THE BASEMENT.
- ALL SOILED DIAPERS MUST BE SIMILARLY WRAPPED AND BROUGHT TO THE DESIGNATED CONTAINER.

### DISPOSAL OF FIRE & MEDICAL HAZARD

- VACUUM CLEANER BAGS MUST BE WRAPPED AND TIED IN PLASTIC BAGS TO PREVENT FINE PARTICLES AND OR LINT THAT ARE SUBJECT TO SPONTANEOUS COMBUSTION FROM SETTLING IN THE COMPACTOR CHUTE. AEROSOL CANS, SAWDUST, FLOOR SCRAPINGS, CAMPHOR, NAPHTHA, OIL OR PAINT OR ANY RAGS OR CANS CONTAINING FLAMMABLE OR TOXIC SUBSTANCES MUST BE BROUGHT TO THE BASEMENT.
- MEDICAL WASTE MUST BE PROPERLY PACKAGED AND LABELED AND DISPOSED OF IN COMPLIANCE WITH APPLICABLE LOCAL LAWS.

### EXTERMINATOR

- REPORT UNUSUAL INFESTATION OF VERMIN, INSECTS, PESTS OR ROACHES TO THE SUPERINTENDENT.
- REGULARLY SCHEDULED EXTERMINATOR SERVICE IS AVAILABLE MONTHLY AT NO COST TO THE RESIDENTS.
- A SIGN UP SHEET REQUESTING SUCH SERVICE IS POSTED NEAR THE MAILBOXES.

- ACCESS MUST BE PROVIDED TO THE STAFF AND/OR THE EXTERMINATOR WHEN IT SEEMS APPARENT THAT VERMIN, PESTS, ROACHES, etc. MAY BE TRANSITING THROUGH AN APARTMENT.

#### ALTERATION OF APARTMENT

- RESIDENTS SHALL NOT MAKE ANY STRUCTURAL ALTERATIONS TO THEIR APARTMENTS WITHOUT FIRST OBTAINING THE WRITTEN CONSENT OF THE BOARD OF DIRECTORS. THIS INCLUDES ANY ALTERATION OF OR ADDITION TO THE WATER, GAS OR STEAM RISERS OR PIPES, HEATING OR ELECTRICAL SYSTEMS, PLUMBING FIXTURES, INTERCOMMUNICATION SYSTEM, SUPPORTING WALLS, OR ANY OTHER INSTALLATION OR FACILITY IN THE APARTMENT OR BUILDING.
- THE BOARD OF DIRECTORS SHALL NOT UNREASONABLY WITHHOLD CONSENT.
- PRIOR TO ANY SHAREHOLDER PERFORMING ANY ALTERATIONS TO THEIR APARTMENT, THEY MUST CONTACT THE MANAGING AGENT FOR AN APPLICATION ON WHICH THEY WILL DETAIL THE SCOPE OF THE WORK TO BE PERFORMED AND THE PROFESSIONAL LICENSES AND INSURANCE COVERAGE OF THE CONTRACTOR DESIGNATED TO DO SUCH WORK.
- UNDER NO CIRCUMSTANCES MAY A RESIDENT INSTALL ANY APPLIANCE OR EQUIPMENT, WHICH WILL OVERLOAD THE EXISTING ELECTRICAL OR PLUMBING SYSTEMS IN THE BUILDING.
- THE INSTALLATION OR USE OF A WASHING MACHINE AND/OR DRYER IS STRICTLY PROHIBITED.

#### REPAIRS

- ALL REQUESTS FOR REPAIRS SHOULD BE MADE DIRECTLY TO THE SUPERINTENDENT.
- FOR REPAIRS THAT REQUIRE PARTS OR MATERIALS NOT WITHIN THE RESPONSIBILITY OF THE CO-OP CORPORATION, THE SUPERINTENDENT WILL, WHENEVER POSSIBLE, INFORM THE SHAREHOLDER OF THE APPROXIMATE COST OF THE MATERIALS PRIOR TO COMMENCEMENT OF THE WORK.
- PARTS AND MATERIALS ARE THE RESPONSIBILITY OF THE SHAREHOLDER.
- EXAMPLES OF BILLABLE REPAIRS ARE, BUT ARE NOT LIMITED TO, FAUCETS, FLUSHMETERS, SHOWERHEADS, DOOR LOCKS, BROKEN WINDOWPANES, BROKEN WINDOW SASHES AND/OR FRAMES.
- THE SHAREHOLDER MAY, WITH BOARD APPROVAL, USE AN OUTSIDE CONTRACTOR TO EFFECTUATE SUCH BILLABLE REPAIRS.
- IN AN APARTMENT OWNED BY A NON-RESIDENT SHAREHOLDER, THE SUPERINTENDENT WILL NOT PERFORM ANY WORK REQUESTED BY THE TENANT UNLESS AUTHORIZATION HAS BEEN RECEIVED FROM THE SHAREHOLDER.

- IN CASE OF ANY EMERGENCY, THE CO-OP CORPORATION WILL NOT BE RESPONSIBLE FOR NOTIFICATION OF THE REPAIR AND RELATED COSTS PRIOR TO PERFORMING THE NECESSARY WORK.

### PETS & ANIMALS

- ALL PETS CURRENTLY HOUSED IN THE COOPERATIVE SHALL BE DEEMED TO HAVE BEEN APPROVED FOR ADMISSION TO THE BUILDING. HOWEVER, OWNERS OF THESE AND ANY PETS THAT ARE GRANTED CONDITIONAL BOARD APPROVAL IN THE FUTURE MUST COMPLY WITH THE FOLLOWING PROVISIONS:
- ALL PETS MUST BE REGISTERED WITH MANAGEMENT WITH A DESCRIPTION AND VALID LICENSE.
- NO PET MAY EXCEED 25 POUNDS IN WEIGHT.
- ALL PETS MUST BE LEASHED OR CARRIED THROUGHOUT ALL PUBLIC AREAS OF THE BUILDING.
- PETS MAY NOT ENTER OR EXIT THROUGH THE LOBBY BETWEEN 8:00 AM AND 7:00 P.M.
- THE BOARD RESERVES THE RIGHT TO INSTRUCT THE OWNER TO REMOVE A PET IF THE PET IS A NUISANCE TO THE BUILDING.
- FEEDING BIRDS, SQUIRRELS OR OTHER WILD ANIMALS IS PROHIBITED. NO FOOD IS TO BE PLACED ON WINDOWSILLS, TERRACES, GARDENS, COURTYARDS OR WALKWAYS. IN ADDITION TO BEING A VIOLATION OF THE HOUSE RULES, SUCH BEHAVIOR IS PROSCRIBED BY LOCAL LAWS OF THE CITY OF NEW YORK.

### BUILDING SECURITY

- PARTIAL DOORMAN SERVICE IS PROVIDED AS PER SCHEDULES SET BY MANAGEMENT.
- DOORMEN HAVE SPECIFIC AS WELL AS EXIGENT DUTIES THAT TAKE THEM FROM THEIR POST.
- GUESTS NEED TO BE ANNOUNCED VIA THE INTERCOM.
- AT ALL TIMES YOU CAN VIEW THOSE REQUESTING ENTRY TO THE BUILDING BY WATCHING CHANNEL 99 ON YOUR CABLE TELEVISION.
- WHEN AT THE LOBBY OR SERVICE ENTRANCES, DO NOT OPEN THE DOOR TO STRANGERS. THE GARAGE, STORAGE ROOM AND LAUNDRY AREA ARE NOT UNDER SURVEILLANCE OF THE BUILDING STAFF. USE OF THESE AREAS IS AT THE RISK OF THE USER.
- ONLY ONE ACCESS KEY PER LISTED RESIDENT WILL BE ISSUED.
- LOST KEYS MAY BE REPLACED FOR A FEE OF \$20.00.

### APARTMENT ACCESS

- IT MAY BE NECESSARY FOR THE STAFF, MANAGEMENT OR A CONTRACTOR TO GAIN ACCESS TO AN APARTMENT FOR THE PURPOSE OF ASSESSING DAMAGE OR NEEDED REPAIRS TO THAT OR OTHER AREAS OF THE BUILDING.

- EXCEPT IN EMERGENCY SITUATIONS, ALL REASONABLE EFFORTS WILL BE MADE TO ACCOMMODATE THE RESIDENT'S SCHEDULE.
- NO REASONABLE REQUEST FOR ACCESS MAY BE DENIED BY THE TENANT OR SHAREHOLDER.
- EXAMPLES OF THE NEED FOR ACCESS ARE PLUMBING, STRUCTURAL, ELECTRICAL OR EXTERMINATION PROBLEMS.

#### WINDOW GUARDS

- AS REQUIRED BY NEW YORK STATE LAW, ALL RESIDENTS WITH CHILDREN 10 YEARS OF AGE OR YOUNGER MUST INSTALL AND MAINTAIN WINDOW GUARDS ON ALL APARTMENT WINDOWS, INCLUDING BATHROOM WINDOWS.
- THE ONLY EXCEPTION IS FOR WINDOWS PROVIDING ACCESS TO THE FIRE ESCAPES.
- RESIDENTS OF FIRST FLOOR APARTMENTS MUST LEAVE ONE WINDOW UNGUARDED TO ALLOW FOR A SECONDARY EXIT FROM THE APARTMENT.
- THE SUPERINTENDENT WILL PROVIDE AND INSTALL WINDOW GUARDS AT A COST TO THE RESIDENTS OF \$15.00 PER WINDOW GUARD.

#### FIRE SAFETY

- RESIDENTS ARE REQUIRED TO INSTALL AND MAINTAIN AT LEAST ONE STRATEGICALLY PLACED SMOKE DETECTOR IN THEIR APARTMENT AT ALL TIMES.
- WINDOWS THAT PROVIDE ACCESS TO FIRE ESCAPES MAY NOT BE BLOCKED IN ANY WAY EXCEPT WITH PROPERLY INSTALLED NYFD APPROVED GATES.
- NO FIRES ON TERRACES. CITY ORDINANCES PROHIBIT THE USE OR STORAGE OF CHARCOAL OR PROPANE GAS TANKS OR ANY BARBECUE DEVICES ON THE PREMISES.
- NO FLAMMABLE MATERIALS MAY BE KEPT OR STORED IN ANY APARTMENT EXCEPT IN FIRE DEPARTMENT APPROVED CONTAINERS AND THEN ONLY AFTER ADVISING MANAGEMENT AND RECEIVING CONDITIONAL APPROVAL FOR A SPECIFIED PURPOSE AND DURATION.
- ALL ELECTRICAL EQUIPMENT TO BE UL APPROVED FOR THE INTENDED USE IN THE APARTMENT.
- NO EXTENSION CORDS OR TEMPORARY WIRING THAT IS LONGER THAN THE MANUFACTURERS RATING FOR THE EQUIPMENT TO BE USED.
- NO EXTENSION CORDS OR TEMPORARY WIRING THAT IS IMPROPERLY SECURED OR IS PLACED BENEATH CARPETING OR OTHER FLOOR COVERINGS IS PERMITTED.

#### QUIET ENJOYMENT

- NO RESIDENT SHALL MAKE OR PERMIT ANY DISTURBING NOISE IN THE BUILDING OR DO OR PERMIT ANYTHING TO BE DONE THEREIN WHICH WILL INTERFERE WITH THE RIGHTS, COMFORT OR CONVENIENCE OF OTHER RESIDENTS.

- NO RESIDENT SHALL PLAY OR SUFFER TO BE PLAYED UPON ANY MUSICAL INSTRUMENT OR PERMIT TO BE OPERATED SOUND SYSTEM OR RADIO OR TELEVISION LOUD SPEAKER BETWEEN THE HOURS OF 11:00 PM AND THE FOLLOWING 8:00 AM IF THE SAME SHALL DISTURB OR ANNOY OTHER OCCUPANTS OF THE BUILDING.
- CONSTRUCTION OR REPAIR WORK OR OTHER INSTALLATION INVOLVING NOISE IN ANY APARTMENT MAY BE CONDUCTED BETWEEN THE HOURS OF 9:00 AM AND 7:00 PM ON MONDAY THROUGH FRIDAY, EXCLUDING LEGAL HOLIDAYS, AND ONLY CONSTRUCTION OR REPAIR WORK OR OTHER INSTALLATION THAT DOES NOT INVOLVE NOISE OR MULTIPLE TRIPS ON THE ELEVATOR SHALL BE ALLOWED ON SATURDAY, SUNDAY OR ANY LEGAL HOLIDAY.
- THE FLOORS OF EACH APARTMENT MUST BE COVERED WITH RUGS OR CARPETING WITH THICK UNDERPADDING OR EQUALLY EFFECTIVE NOISE SUPPRESSING MATERIAL, TO THE EXTENT THAT NO LESS THAN 80% OF THE FLOOR AREA OF EACH ROOM BE SO COVERED, EXCEPT FOR KITCHENS, BATHROOMS AND CLOSETS.

#### EMERGENCY NOTIFICATION

- RESIDENTS ARE REQUIRED TO KEEP ON FILE WITH THE MANAGEMENT AGENT A HOME, BUSINESS, CELLULAR AND/OR OTHER CONTACT NUMBERS WHERE YOU CAN BE REACHED IN AN EMERGENCY.

#### MAINTENANCE AND SPECIAL ASSESSMENTS

- THERE IS AN ADMINISTRATIVE CHARGE OF \$50.00 FOR LATE PAYMENT OF MONTHLY MAINTENANCE FEES.
- A MAINTENANCE PAYMENT IS LATE WHEN IT IS RECEIVED BY THE MANAGING AGENT AFTER THE 15TH OF THE MONTH IT IS DUE.
- IF ANY MONTHLY MAINTENANCE FEE HAS NOT BEEN RECEIVED BY THE 15TH DAY OF THE SECOND MONTH IN WHICH IT IS OWED, AN ADDITIONAL CHARGE OF \$75.00 WILL BE INCURRED, BRINGING THE AGGREGATE ADMINISTRATIVE CHARGE TO \$125.00.
- IF ANY MONTHLY MAINTENANCE CHARGE HAS NOT BEEN RECEIVED BY THE 15TH DAY OF THE THIRD MONTH, AN ADDITIONAL CHARGE OF \$125.00 WILL BE INCURRED, BRINGING THE AGGREGATE ADMINISTRATIVE CHARGE TO \$250.00. THIS IN ADDITION TO ALL THE MONTHLY MAINTENANCE CHARGES THAT ARE IN ARREARS.
- AFTER TWO MONTHS OF MAINTENANCE ARREARS, LEGAL ACTION WILL COMMENCE.

#### FINES, FEES AND PENALTIES

- THE BOARD IS AUTHORIZED TO SET AND ENFORCE A REASONABLE SCHEDULE OF FINES, FEES AND PENALTIES FOR NON-COMPLIANCE WITH HOUSE RULES.

- ALL SUCH CHARGES, UNFORTUNATELY, ARE REQUIRED TO ASSURE CONDUCT THAT WILL PERMIT ALL RESIDENTS TO ENJOY THE EXPECTED LEVEL OF SERVICES AND AMENITIES.
- APPLICATION FEES COVER THE COST OF THE STAFF CERTIFYING THAT THE SCOPE OF WORK AND THOSE PERFORMING THE WORK WILL BE WITHIN BOTH THE BUILDING CODES AND THE POLICIES OF THE CO-OP CORPORATION.
- FINES, PENALTIES OR CHARGES WILL REFLECT THE ADDITIONAL COSTS IN MAN-HOURS TO THE STAFF'S SCHEDULED LABOR OR THE ADDED EXPENSE TO THE COOP CORPORATION.
- MONETARY PENALTIES CANNOT COMPENSATE OTHER RESIDENTS FOR UNPLEASANTNESS OR INCONVENIENCE. HOWEVER, SUCH PENALTIES MAY OBVIATE IMPROPER CONDUCT IN THE FUTURE.

**ENFORCEMENT & AMENDMENT OF HOUSE RULES**

- THE BOARD OF DIRECTORS SHALL HAVE THE RIGHT TO AMEND, ADD, DELETE OR MODIFY HOUSE RULES BASED ON THEIR BEST BUSINESS JUDGMENT AS CIRCUMSTANCES MAY DICTATE.
- ALL COSTS FOR LEGAL EXPENSES INCURRED BY THE CO-OP CORPORATION IN AN ATTEMPT TO ENFORCE ANY AND ALL HOUSE RULES WILL BE THE OBLIGATION OF THE REGISTERED OWNERS OF THE APARTMENT WHOSE RESIDENTS ARE NOT IN COMPLIANCE.
- SUCH COSTS ARE PAYABLE THIRTY DAYS AFTER PRESENTATION OF A DETAILED INVOICE.
- FAILURE TO MAKE A TIMELY PAYMENT MAY INCUR INTEREST & LATE CHARGES.



CORPORATE OFFICE  
7001 BRUSH HOLLOW ROAD  
SUITE 200  
WESTBURY, NY 11590  
TEL: (516) 876-4800  
FAX: (516) 876-8812  
WWW.KALED.COM

ASSET MANAGEMENT  
757 THIRD AVENUE  
SUITE 202B  
NEW YORK, NY 10017  
(212) 376-5608

EMAIL: INFO@KALED.COM

August 14, 2012

All Shareholders of  
63-61 99<sup>th</sup> Street Owners Corp.  
63-61 99<sup>th</sup> Street  
Rego Park, NY 11374

Dear Shareholder(s):

Please be advised that the Board of Directors has unanimously voted to increase the sublet fee from fifteen percent (15%) of your annual maintenance to twenty percent (20%) for the first year and thirty (30%) percent the second year.

The sublet fee is to be paid on an annual basis. Upon your next renewal you will be charged the new fee.

If you have any questions regarding the above please do not hesitate to contact me. I can be reached at (516) 876-4800 x 322.

Very truly yours,

A handwritten signature in black ink, appearing to read "Ilan Gelbwachs", written over a horizontal line.

Ilan Gelbwachs  
Property Manager

IG:br

## CERTIFICATE OF RESOLUTION

I, Eric M. Goidel, as Assistant Secretary of 63-61 99th Street Owners, Inc., a Corporation organized and existing under the Business Corporation Law of the State of New York, do hereby certify that at a meeting of the Board of Directors of said Corporation duly held on the 12<sup>th</sup> day of December, 2024, at which a quorum was present and acting throughout, the following Resolution was duly adopted and is now in full force and effect and that said Resolution is not in conflict with any provisions in the Certificate of Incorporation of said Corporation and is in accordance with the provision of its By-laws:

### WITNESSETH:

**WHEREAS**, the Corporation owns and operates a building known as and located at 63-61 99th Street, Rego Park, Forest Hills, New York ("**Building**") for the benefit of its shareholders-lessees; and

**WHEREAS**, pursuant to the provisions of paragraph "16" of the Corporation's standard form of proprietary lease, the Board of Directors of the Corporation has the right to review and approve all applications by existing shareholders to sell the stock shares and proprietary lease allocated to their apartment to a purchaser or to transfer same to a beneficiary pursuant to a Last Will and Testament or a Trust; and

**WHEREAS**, as part of the review and approval process, the Board of Directors of the Corporation schedules an interview of all prospective adult occupants as well as runs a criminal background check against all prospective occupants; and

**WHEREAS**, as part of the application process, prospective purchasers are required to disclose the identities of all individuals who intend to occupy the apartment; and

**WHEREAS**, from time to time, prospective purchasers are not entirely truthful as to who will be ultimately occupying the apartment; and

**WHEREAS**, from time to time when an interview is scheduled, not all prospective occupants of the apartment attend the interview; and

**WHEREAS**, the Board of Directors of the Corporation has determined that the proper vetting of all prospective occupants of apartments is critical for the safety and welfare of all residents and for managerial and building staff being aware of just who is entitled to reside in apartments; and

**WHEREAS**, once a closing occurs, it is occasionally discovered that the individuals disclosed in an application who will be residing in the apartment or the individuals who attended an interview are either not the individuals ultimately residing in the apartment or not all of the individuals residing in the apartment; and

**WHEREAS**, once a closing of an apartment has occurred, it is impossible for the Corporation to unwind the transaction because the selling shareholder-lessee would be adversely affected; and

**WHEREAS**, the Board of Directors of the Corporation has determined that there must be some penalty to violating prospective purchasers; lest there be no reason for compliance.

**NOW, THEREFORE**, and in consideration of the foregoing premises, it is hereby resolved as follows:

1. At the time of an application to sell the apartment, the prospective purchaser is required to list all intended occupants of the apartment.
2. Should an interview be scheduled, at the interview the prospective purchaser and any other individuals attending the interview shall be required to sign a document confirming that only those individuals present at the interview ultimately intend to reside in the apartment.
3. Following any closing, should any representations prove to be false, the following penalties shall be applied in the following situations:

**a. The individual(s) who was disclosed as the intended occupant(s) move in, but additional occupants move in:**

There shall be bans of the ability of the household to be able to be placed on the waiting list for a parking space at the Building for a period of one (1) year from the date of closing.

**b. The prospective shareholders do not move into the apartment.**

In addition to the penalty set forth in paragraph "3a", the standard sublet surcharge of the Corporation shall be imposed for a period of one (1) year, notwithstanding the fact that the occupant might otherwise have been entitled to occupy the apartment pursuant to the provisions of paragraph "14" of the Corporation's standard form of proprietary lease.


**c. An individual not automatically entitled to move into the apartment with the shareholder(s) pursuant to paragraph "15" of the proprietary lease moves into the apartment either with or without the presence of one (1) or more of the shareholders.**

The penalty provided for in subparagraph "3a" shall apply plus a sublet surcharge shall be imposed running from the date of closing to the date that the unauthorized occupant vacates the apartment.

4. The provisions of this resolution shall be superseded by any city, state or federal law which would make this policy unlawful. The Board of Directors of the Corporation shall have the right to be presented with and consider mitigating circumstances.

6. The provisions of this Resolution shall take effect as of December 1, 2024 and shall apply to any and all sales applications submitted and/or interviews conducted after said date.

**IN WITNESS WHEREOF**, I have hereunto set my name and seal of the corporation 13<sup>th</sup> day of December, 2024.



By: \_\_\_\_\_  
Eric M. Goidel, as Assistant Secretary



## 63-61 99<sup>th</sup> Street Owners Corp.

63-61 99<sup>th</sup> Street  
Rego Park, NY 11374

August 1, 2023

Dear Shareholders/Residents:

63-61 99<sup>th</sup> Street Owners Corp. is hereby giving notice to all residents and shareholders of the Co-Op's smoking policy pursuant to New York City's newly enacted Local Law 147/2017 which policy is in accord with the existing NYC 2002 Smoke Free Air Act (the "Act"). This act was implemented due to the fact that the harmful effects of secondhand smoke caused by indoor smoking are simply too great to ignore.

63-61 99<sup>th</sup> Street Owners Corp. has been, and will continue to be, in compliance with the Act and be smoke-free in all enclosed areas except within a shareholder's actual dwelling unit and all common outdoor areas except as below. This means that there will be no carrying or use of a lit tobacco product, including e-cigarettes, hookahs and vaporizers (meaning any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as he or she simulates smoking), in any indoor common spaces including but not limited to, porches, vestibules, laundry rooms, garages/parking lots, playgrounds and as may otherwise be prohibited by law. In addition, smoking shall be forbidden on any terraces within the apartments or within 100 feet of any entrance to the building that make up the cooperative.

- The Co-Op's smoking policy always has been, and will continue to be, applicable to all shareholder-tenants, subtenants, invitees of tenants, guests, and any other person on the premises including contractors, maintenance personnel and staff.
- In accordance with Local Law 147, in the event a shareholder shall sublease his/her unit, the shareholder must incorporate this smoking policy into any sublease. Any shareholder selling the shares appurtenant to their unit must incorporate this smoking policy into the contract of sale. The Co-Op notes that Local Law 147 provides for civil penalties levied by the Board of Health in the event these required disclosures are not complied with; specifically, Local Law 147 provides for civil penalties in the event of any violation as follows: First violation: \$200 to \$400; Second violation, if within 12-months of first violation: \$500 to \$1000; Third or subsequent violation, within 12-month period: \$1000 to \$2000
- The Board will be amending the Co-Op's House Rules to incorporate the Co-Op's smoking policy set forth above in accordance with local Law 147 and will distribute to all Shareholders a copy of the Amended House Rules as soon as same are available.

Thank you for your anticipated cooperation and compliance with the Co-Op's Local Law 147 smoking policy and NYC 2002 Smoke Free Air Act.

Very truly yours,  
Board of Directors

## **NOTICE DISCLOSING TENANTS' RIGHTS TO REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES**

### Reasonable Accommodations

The New York State Human Rights Law requires housing providers to make reasonable accommodations or modifications to a building or living space to meet the needs of people with disabilities. For example, if you have a physical, mental, or medical impairment, you can ask your housing provider to make the common areas of your building accessible, or to change certain policies to meet your needs.

To request a reasonable accommodation, you should contact your property manager by calling 516-876-4800, or by e-mailing [info@kaled.com](mailto:info@kaled.com). You will need to show your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider.

If you believe that you have been denied a reasonable accommodation for your disability, or that you were denied housing or retaliated against because you requested a reasonable accommodation, you can file a complaint with the New York State Division of Human Rights as described at the end of this notice.

Specifically, if you have a physical, mental, or medical impairment, you can request:

- Permission to change the interior of your housing unit to make it accessible (however, you are required to pay for these modifications, and in the case of a rental your housing provider may require that you restore the unit to its original condition when you move out);
- Changes to your housing provider's rules, policies, practices, or services;
- Changes to common areas of the building so you have an equal opportunity to use the building. The New York State Human Rights Law requires housing providers to pay for reasonable modifications to common use areas.

Examples of reasonable modifications and accommodations that may be requested under the New York State Human Rights Law include:

- If you have a mobility impairment, your housing provider may be required to provide you with a ramp or other reasonable means to permit you to enter and exit the building.
- If your doctor provides documentation that having an animal will assist with your disability, you should be permitted to have the animal in your home despite a “no pet” rule.
- If you need grab bars in your bathroom, you can request permission to install them at your own expense. If your housing was built for first occupancy after March 13, 1991 and the walls need to be reinforced for grab bars, your housing provider must pay for that to be done.
- If you have an impairment that requires a parking space close to your unit, you can request your housing provider to provide you with that parking space, or place you at the top of a waiting list if no adjacent spot is available.
- If you have a visual impairment and require printed notices in an alternative format such as large print font, or need notices to be made available to you electronically, you can request that accommodation from your landlord.

#### Required Accessibility Standards

All buildings constructed for use after March 13, 1991, are required to meet the following standards:

- Public and common areas must be readily accessible to and usable by persons with disabilities;
- All doors must be sufficiently wide to allow passage by persons in wheelchairs; and
- All multi-family buildings must contain accessible passageways, fixtures, outlets, thermostats, bathrooms, and kitchens.

If you believe that your building does not meet the required accessibility standards, you can file a complaint with the New York State Division of Human Rights.

#### How to File a Complaint

A complaint must be filed with the Division within one year of the alleged discriminatory act. You can find more information on your rights, and on the procedures for filing a complaint, by going to [www.dhr.ny.gov](http://www.dhr.ny.gov), or by calling 1-888-392-3644 with questions about your rights. You can obtain a complaint form on the website, or one can be e-mailed or mailed to you. You can also call or e-mail a Division regional office. The regional offices are listed on the website.



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# NEW YORK CITY FIRE DEPARTMENT

2022-2023 Fire and Emergency Preparedness Bulletin  
For New York City Apartment Buildings

## APARTMENT BUILDING FIRE SAFETY

### E-Bike Fire Safety (Fire Safety Hazards Associated with Powered Mobility Devices)



There have been over 140 e-bike and other lithium-ion structural fires in New York City in the first 10½ months of 2022 alone. Six persons died and 140 persons were injured in these fires. Apartments have been severely damaged.

**WHAT YOU NEED TO KNOW ABOUT E-BIKE FIRE SAFETY**  
(SEE NEXT PAGE)

**E-bikes, scooters, hoverboards and other mobility devices powered by lithium-ion batteries have become popular. Many people store and charge them in their apartments. However, the devices' lithium-ion batteries and chargers present serious fire safety hazards.**

**Immediately stop charging your e-bike  
and call 911 if you notice:**

- Fire or Smoke
- Battery overheating
- Change in battery shape or color
- Battery leaking
- Strange battery smell
- Battery making odd noises

**Powered Mobility Device Fire Safety**

**BUY** only e-bikes or other mobility devices that are **CERTIFIED** by nationally recognized testing laboratory. Look for symbols such as UL, ETL and CSA.

- **WHY?** The laboratories test these products to make sure they meet industry standards and are safe to operate under normal circumstances.

**USE** the original battery, power adapter and power cord supplied with the device, or a manufacturer-recommended and/or a testing laboratory-certified replacement.

- **NEVER** use unapproved batteries/chargers, even if they are much less expensive.
- **WHY?** Unapproved batteries or chargers may not be designed to work with an e-bike or e-bike battery.
- **RESULT:** An unapproved battery may overcharge, overheat and catch on fire.

**PLUG** the e-bike directly into an electrical wall outlet when charging.

- **NEVER** charge an e-bike or e-bike battery with an extension cord or power strip.
- **WHY?** Lithium-ion battery charging requires a lot of electrical current, more than most extension cords and power strips can handle.
- **RESULT:** The extension cord or power cord can overheat and cause a fire.

**CHARGE** your e-bike or other device in a safe facility, not in your apartment, if possible. Ask your building or employer if they can provide a safe charging and storage facility.

- **WHY?** Lithium-ion batteries store a lot of energy and when they overheat they release intense energy. Most apartments are unsprinklered and many furnishings and household items are highly combustible.
- **RESULT:** A fire in your apartment can be devastating.

**MAKE SURE** you have a way out of the apartment in the event of fire!

- **NEVER** charge your e-bike next to the apartment entrance door or any other place where it could prevent your escape.

**MONITOR** your e-bike or e-bike battery when it is being charged.

- **READ** the manufacturer's charging and storage instructions and follow them.
- **NEVER** charge the battery overnight or when you are not in the apartment.
- **NEVER** charge an e-bike or e-bike battery on or near your bed or couch, or close to drapes, papers or other combustible materials.



management corp.

**CORPORATE OFFICE**  
7001 BRUSH HOLLOW ROAD  
SUITE 200  
WESTBURY, NY 11590  
TEL: (516) 876-4800  
FAX: (516) 876-6812

[WWW.KALED.COM](http://WWW.KALED.COM)

**ASSET MANAGEMENT**  
757 THIRD AVENUE  
SUITE 2028  
NEW YORK, NY 10017  
TEL: (212) 376-5508

EMAIL: [INFO@KALED.COM](mailto:INFO@KALED.COM)

April 11, 2023

All Residents of  
63-61 99<sup>th</sup> St. Owners Corp.  
63-61 99<sup>th</sup> St.  
Rego Park, NY 11374

Dear Residents(s):

The 63-61 99<sup>th</sup> St. Owners Corp. Board of Directors has voted to amend the House Rules regarding Powered Mobility Devices.

Except as otherwise provided herein, Powered Mobility Devices, including but not limited to E-Bikes, scooters, hoverboards and other mobility devices are hereby prohibited anywhere within the building or within any apartments in the building. Powered Mobility Devices may not be charged anywhere in the building, including but not limited to any common areas, apartments, or the garage. The only exception to this absolute prohibition shall be where a Lessee demonstrates by written medical documentation acceptable to the Lessor in its sole discretion that an Assistive Powered Mobility Device such as a wheelchair or a scooter is required for the mobility of the Lessee.

The new House Rule shall take effect as of April 15, 2023. Any Lessee currently possessing any Powered Mobility Devices in their apartment or in the building shall have until May 15, 2023 to permanently remove the Powered Mobility Device from their apartment and the building.

Any violations regarding the Powered Mobility Device House Rule shall result in legal action including but not limited to eviction proceedings.

If you have any questions and/or concerns regarding this please do not hesitate to contact me.

Very truly yours,

  
Michael Ravner  
Property Manager

# NOTICE TO TENANT OF APPLICABILITY OR INAPPLICABILITY OF THE NEW YORK STATE GOOD CAUSE EVICTION LAW

This notice from your landlord serves to inform you of whether or not your unit/apartment/home is covered by the New York State Good Cause Eviction Law (Article 6-A of the Real Property Law) and, if applicable, the reason permitted under the New York State Good Cause Eviction Law that your landlord is not renewing your lease. Even if your apartment is not protected by Article 6-A, known as the New York State Good Cause Eviction Law, you may have other rights under other local, state, or federal laws and regulations concerning rents and evictions. This notice, which your landlord is required to fill out and give to you, does not constitute legal advice. You may wish to consult a lawyer if you have any questions about your rights under the New York State Good Cause Eviction Law or about this notice.

The sending of this notice does not vitiate any prior litigation notices or pleading served upon you, nor does the sending of this notice serve to revive or reinstate any previously terminated tenancy. The word "tenant" as recited in the notice is solely for identification purposes and not a statement of legal status. No admissions or concessions of an owner right or remedy may be construed from the text or sending of this notice.

**NOTICE (THIS SHOULD BE FILLED OUT BY YOUR LANDLORD)**

**UNIT INFORMATION**

STREET:
UNIT OR APARTMENT NUMBER:
CITY/TOWN/VILLAGE:
STATE:
ZIP CODE:

1. IS THIS UNIT SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW? (PLEASE MARK APPLICABLE ANSWER)

- YES  
 NO

2. IF THE UNIT IS EXEMPT FROM ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, WHY IS IT EXEMPT FROM THAT LAW? (PLEASE MARK ALL APPLICABLE EXEMPTIONS)

A. Village/Town/City outside of New York City has not adopted good cause eviction under section 213 of the Real Property Law;

B. Unit is owned by a "small landlord," as defined in subdivision 3 of section 211 of the Real Property Law, who owns no more than 10 units for small landlords located in New York City or the number of units established as the maximum amount a "small landlord" can own in the state by a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, or no more than 10 units, as applicable. In connection with any eviction proceeding in which the landlord claims an exemption from the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, on the basis of being a small landlord, the landlord shall provide to the tenant or tenants subject to the proceeding the name of each natural person who owns or is a beneficial owner of, directly or indirectly, in whole or in part, the housing accommodation at issue in the proceeding, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence. If the landlord is an entity, organized under the laws of this state or of any other jurisdiction, then such landlord shall provide to the tenant or tenants subject to the proceeding the name of each natural person with a direct or indirect ownership interest in such entity or any affiliated entity, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence (exemption under subdivision 1 of section 214 of the Real Property Law);

C. Unit is located in an owner-occupied housing accommodation with no more than 10 units (exemption under subdivision 2 of section 214 of the Real Property Law);

D. Unit is subject to regulation of rents or evictions pursuant to local, state, or federal law (exemption under subdivision 5 of section 214 of the Real Property Law);

E. Unit must be affordable to tenants at a specific income level pursuant to statute, regulation, restrictive declaration, or pursuant to a regulatory agreement with a local, state, or federal government entity (exemption under subdivision 6 of section 214 of the Real Property Law);

F. Unit is on or within a housing accommodation owned as a condominium or cooperative, or unit is on or within a housing accommodation subject to an offering plan submitted to the office of the attorney general (exemption under subdivision 7 of section 214 of the Real Property Law);

G. Unit is in a housing accommodation that was issued a temporary or permanent certificate of occupancy within the past 30 years (only if building received the certificate on or after January 1st, 2009) (exemption under subdivision 8 of section 214 of the Real Property Law);

H. Unit is a seasonal use dwelling unit under subdivisions 4 and 5 of section 7-108 of the General Obligations Law (exemption under subdivision 9 of section 214 of the Real Property Law);

I. Unit is in a hospital as defined in subdivision 1 of section 2801 of the Public Health Law, continuing care retirement community licensed pursuant to Article 46 or 46-A of the Public Health Law, assisted living residence licensed pursuant to Article 46-B of the Public Health Law, adult care facility licensed pursuant to Article 7 of the Social Services Law, senior residential community that has submitted an offering plan to the attorney general, or not-for-profit independent

retirement community that offers personal emergency response, housekeeping, transportation and meals to their residents (exemption under subdivision 10 of section 214 of the Real Property Law);

\_\_\_J. Unit is a manufactured home located on or in a manufactured home park as defined in section 233 of the Real Property Law (exemption under subdivision 11 of section 214 of the Real Property Law);

\_\_\_K. Unit is a hotel room or other transient use covered by the definition of a class B multiple dwelling under subdivision 9 of section 4 of the Multiple Dwelling Law (exemption under subdivision 12 of section 214 of the Real Property Law);

\_\_\_L. Unit is a dormitory owned and operated by an institution of higher education or a school (exemption under subdivision 13 of section 214 of the Real Property Law);

\_\_\_M. Unit is within and for use by a religious facility or institution (exemption under subdivision 14 of section 214 of the Real Property Law);

\_\_\_N. Unit has a monthly rent that is greater than the percent of fair market rent established in a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York Good Cause Eviction Law, or 245 percent of the fair market rent, as applicable. Fair market rent refers to the figure published by the United States Department of Housing and Urban Development, for the county in which the housing accommodation is located, as shall be published by the Division of Housing and Community Renewal no later than August 1st in any given year. The Division of Housing and Community Renewal shall publish the fair market rent and 245 percent of the fair market rent for each unit type for which such fair market rent is published by the United States Department of Housing and Urban Development for each county in New York State in the annual publication required pursuant to subdivision 7 of section 211 of the Real Property Law (exemption under subdivision 15 of section 214 of the Real Property Law);

3. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES, WHAT IS THE LANDLORD'S JUSTIFICATION FOR INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES? (A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent.)

(PLEASE MARK AND FILL OUT THE APPLICABLE RESPONSE)

\_\_\_A. The rent is not being increased above the threshold for presumptively unreasonable rent increases described above:

\_\_\_B. The rent is being increased above the threshold for presumptively unreasonable rent increases described above:

\_\_\_B-1: If the rent is being increased above the threshold for presumptively unreasonable rent increases described above, what is the justification for the increase:

4. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS NOT RENEWING A LEASE, WHAT IS THE GOOD CAUSE FOR NOT RENEWING THE LEASE? (PLEASE MARK ALL APPLICABLE REASONS)

\_\_\_A. This unit is exempt from Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, for the reasons stated in response to question 2, above (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED):

\_\_\_B. The tenant is receiving this notice in connection with a first lease or a renewal lease, so the landlord does not need to check any of the lawful reasons listed below for not renewing a lease under Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED):

\_\_\_C. The landlord is not renewing the lease because the unit is sublet and the sublessor seeks in good faith to recover possession of the unit for their own personal use and occupancy (exemption under subdivision 3 of section 214 of the Real Property Law):

\_\_\_D. The landlord is not renewing the lease because the possession, use or occupancy of the unit is solely incident to employment and the employment is being or has been lawfully terminated (exemption under subdivision 4 of section 214 of the Real Property Law):

\_\_\_E. The landlord is not renewing the lease because the tenant has failed to pay rent due and owing, and the rent due or owing, or any part there- of, did not result from a rent increase which is unreasonable. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for eviction under paragraph a of subdivision 1 of section 216 of the Real Property Law):

\_\_\_F. The landlord is not renewing the lease because the tenant is violating a substantial obligation of their tenancy or breaching any of the landlord's rules and regulations governing the premises, other than the obligation to surrender possession of the premises, and the tenant has failed to cure the violation after written notice that the violation must cease within 10 days of receipt of the written notice. For this good cause to apply, the obligation the tenant violated cannot be an obligation that was imposed for the purpose of circumventing the intent of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law. The landlord's rules or regulations that the tenant has violated also must be reasonable and have been accepted in writing by the tenant or made a part of the lease at the beginning of the lease term (good cause for eviction under paragraph b of subdivision 1 of section 216 of the Real Property Law):

\_\_\_G. The landlord is not renewing the lease because the tenant is either (a) committing or permitting a nuisance on the unit or the premises; (b) maliciously or grossly negligently causing substantial damage to the unit or the premises; (c) interfering with the landlord's, another tenant's, or occupants of the same or an adjacent building or structure's comfort and safety (good cause for eviction under paragraph c of subdivision 1 of section 216 of the Real Property Law);

\_\_\_H. The landlord is not renewing the lease because the tenant's occupancy of the unit violates law and the landlord is subject to civil or criminal penalties for continuing to let the tenant occupy the unit. For this good cause to apply, a state or municipal agency having jurisdiction must have issued an order requiring the tenant to vacate the unit. No tenant shall be removed from possession of a unit on this basis unless the court finds that the cure of the violation of law requires the removal of the tenant and that the landlord did not, through neglect or deliberate action or failure to act, create the condition necessitating the vacate order. If the landlord does not try to cure the conditions causing the violation of the law, the tenant has the right to pay or secure payment, in a manner satisfactory to the court, to cure the violation. Any tenant expenditures to cure the violation shall be applied against rent owed to the landlord. Even if removal of a tenant is absolutely essential to the tenant's health and safety, the tenant shall be entitled to resume possession at such time as the dangerous conditions have been removed. The tenant also retains the right to bring an action for monetary damages against the landlord or to otherwise compel the landlord to comply with all applicable state or municipal housing codes (good cause for eviction under paragraph d of subdivision 1 of section 216 of the Real Property Law);

\_\_\_I. The landlord is not renewing the lease because the tenant is using or permitting the unit or premises to be used for an illegal purpose (good cause for eviction under paragraph e of subdivision 1 of section 216 of the Real Property Law);

\_\_\_J. The landlord is not renewing the lease because the tenant has unreasonably refused the landlord access to the unit for the purposes of making necessary repairs or improvements required by law or for the purposes of showing the premises to a prospective purchaser, mortgagee, or other person with a legitimate interest in the premises (good cause for eviction under paragraph f of subdivision 1 of section 216 of the Real Property Law);

\_\_\_K. The landlord is not renewing the lease because the landlord seeks in good faith to recover possession of the unit for the landlord's personal use and occupancy as the landlord's principal residence, or for the personal use and occupancy as a principal residence by the landlord's spouse, domestic partner, child, stepchild, parent, step-parent, sibling, grandparent, grandchild, parent-in-law, or sibling-in-law. The landlord can only recover the unit for these purposes if there is no other suitable housing accommodation in the building that is available. Under no circumstances can the landlord recover the unit for these purposes if the tenant is (a) 65 years old or older; or (b) a "disabled person" as defined in subdivision 6 of section 211 of the Real Property Law. To establish this good cause in an eviction proceeding, the landlord must establish good faith to recover possession of a housing accommodation for the uses described herein by clear and convincing evidence (good cause for eviction under paragraph g of subdivision 1 of section 216 of the Real Property Law);

\_\_\_L. The landlord is not renewing the lease because the landlord in good faith seeks to demolish the housing accommodation. To establish this good cause in an eviction proceeding, the landlord must establish good faith to demolish the housing accommodation by clear and convincing evidence (good cause for eviction under paragraph h of subdivision 1 of section 216 of the Real Property Law);

\_\_\_M. The landlord is not renewing the lease because the landlord seeks in good faith to withdraw the unit from the housing rental market. To establish this good cause in an eviction proceeding, the landlord must establish good faith to withdraw the unit from the rental housing market by clear and convincing evidence (good cause for eviction under paragraph i of subdivision 1 of section 216 of the Real Property Law);

\_\_\_N. The landlord is not renewing the lease because the tenant has failed to agree to reasonable changes at lease renewal, including reasonable increases in rent, and the landlord gave written notice of the changes to the lease to the tenant at least 30 days, but no more than 90 days, before the current lease expired. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published by August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for eviction under paragraph j of subdivision 1 of section 216 of the Real Property Law);

I acknowledge receipt of the Good Cause Eviction Law Notice

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

## CERTIFICATE OF RESOLUTION

I, Eric M. Goidel, Esq., Assistant Secretary of 63-61 99th Street Owners, Inc. a Corporation organized and existing under the Business Corporation Law of the State of New York, do hereby certify that at a meeting of the Board of Directors of said Corporation duly held on the 12<sup>th</sup> day of December, 2024 at which a quorum was present and acting throughout, the following Resolution was duly adopted and is now in full force and effect and that said Resolution is not in conflict with any provisions in the Certificate of Incorporation of said Corporation and is in accordance with the provision of its By-laws:

### W I T N E S S E T H

**WHEREAS**, the Corporation owns and operates a building known as and located at 63-61 99th Street, Rego Park, Bayside, New York ("Building") for the benefit of its shareholders-lessees; and

**WHEREAS**, the Corporation attempts to operate on a balanced budget which the Board of Directors adopts annually; and

**WHEREAS**, maintenance represents most of the Corporation's operating budgeted income and is payable by shareholders of the Corporation based upon the annual budgeted income attributable to maintenance charges divided by the total number of shares issued and outstanding in the Corporation, then multiplied by the number of shares allocated to each apartment; and

**WHEREAS**, integral to meeting the Corporation's annual budget is each shareholder of the Corporation timely paying their monthly maintenance; and

**WHEREAS**, from time to time some shareholders have difficulty in paying their maintenance and upon request of a shareholder, the Corporation's managing agent makes arrangements with said shareholder for a deferred payment plan; but

**WHEREAS**, a number of shareholders of the Corporation chronically pay their maintenance late without attempting to make any arrangements with the managing agent for the Corporation; and

**WHEREAS**, in such situations, the Corporation is forced to engage counsel to prosecute summary nonpayment proceeding; and with attendant legal costs which are often non-recoverable; and

**WHEREAS**, this group of chronically nonpaying shareholders significantly impacts the Corporation's annual operating plans, and

**WHEREAS**, the Board of Directors of the Corporation wishes to adopt a policy to deal with chronically late paying or nonpaying shareholders;

**NOW, THEREFORE** in consideration of the foregoing, it is hereby

**RESOLVED**, that the Corporation hereby adopts the: **63-61 99th Street Owners, Inc. Chronic Late Payment/Nonpayment Objectionable Conduct Policy**:

1. Maintenance is due and payable on the first of each month.
2. If maintenance payments are not received by the management office by the 10<sup>th</sup> of the month for which due they will be deemed late and are subject to the imposition of the Corporation's then prevailing late charge.
3. The management office will send a notice to all shareholders who are two (2) months delinquent in the timely payment of maintenance.
4. Accounts of shareholders who are in default of the payment of maintenance and/or ancillary charges equal to or exceeding two (2) months then prevailing maintenance charges will be turned over to the Corporation's counsel for the prosecution of nonpayment summary proceedings. Such proceedings will only be settled by either payment in full or a stipulation providing for an installment plan for the payment of the sums due, inclusive of all late charges, legal fees and other expenses of the Corporation.
5. The Board of Directors of the Corporation has determined that any shareholder who is either:
  - i. Two (2) or more months in arrears in the payment of maintenance more than three (3) times in any twelve (12) month period; or
  - ii. Has two (2) nonpayment summary proceedings commenced against them during any twelve (12) month period, or
  - iii. During their entire tenure as a shareholder of the Corporation has five (5) nonpayment summary proceedings commenced against them regardless of time period,

shall be guilty of objectionable conduct. Pursuant to paragraph 31(e) of the Corporation's proprietary lease it being intended by the Board of Directors of the Corporation that a parking space is a privilege and not a right and only to be accorded to shareholders in good standing. In such event, a shareholder who violates (i), (ii), or (iii) of this paragraph 5 shall not be subject to any further nonpayment proceedings. Instead, the Corporation shall direct its attorneys to serve a Notice of Termination of Tenancy upon the shareholder (without the opportunity to cure) based upon a finding of objectionable conduct). Thereafter, at the election of the Corporation the Corporation's attorneys shall either prosecute a Civil Court holdover summary proceeding, a Supreme Court declaratory judgment action or a nonjudicial foreclosure proceeding. Additionally, a shareholder whose conduct has resulted in the invocation of this paragraph 5, who rents a parking space in the garage shall be subject to a loss of said parking privileges.

6. This policy shall take effect on January 1, 2025. All shareholders of record of the

Corporation as of January 1, 2025 shall be treated as if they are starting with no late payment history or past or pending nonpayment proceedings regardless of their payment history with the Corporation.

Such treatment however shall be for the purposes of determining a violation under subparagraphs i, ii, or iii of paragraph 5 and shall not be construed so as to abrogate any right of the Corporation to continue any pending summary nonpayment proceedings or to collect any past due maintenance, parking fees, ancillary charges, assessments, late charges, legal fees, disbursements and court costs associated with any delinquent shareholder account.

**IN WITNESS WHEREOF**, I have hereunto set my name and seal of the corporation this 13<sup>th</sup> day of December, 2024.



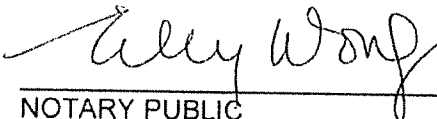
By: \_\_\_\_\_  
Eric M. Goidel, as Assistant Secretary

UNIFORM ACKNOWLEDGMENT

State of New York    )  
                                  )ss.:  
County of Queens    )

On the 13<sup>th</sup> day of December in the year 2024 before me, the undersigned, a Notary Public in and for said State, personally appeared Eric M. Goidel personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

TILLY WONG  
Notary Public, State of New York  
No. 01WO6402628  
Qualified in Queens County  
Commission Expires January 06, 2028

  
\_\_\_\_\_  
NOTARY PUBLIC