

SUBLET APPLICATION
63-61 99th 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)780-8331

11/19

Bldg. # 466

APPLICATION PACKAGE CHECKLIST:

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

The following items must be included with the application:

1. Sublet Application including financial schedules _____
2. Copy of the fully executed Sublease _____
3. Copy of W-2 forms and federal income tax forms with all attachments for prior two (2) years. Note: All tax returns must be signed and dated. _____
4. Proof of tax paid (canceled check) or tax refund (copy of bank statement showing deposit) as indicated on the tax due or refund line of the applicants last form 1040 filed. _____
5. Letter from landlord or managing agent stating you monthly rent or maintenance, length of tenancy & amount of rent paid. (Previous landlord if living at current resident less then one year) If applicant is selling a residence, please provide copy of pending sale or copy of closing statement. _____
6. Letter of employment from the Human Resources Manager or Personnel Director, stating length of employment, title, & salary. (Salary must be disclosed). Two (2) most recent pay stub from latest payroll check. If employed less than one year please attach letter from previous employer. If applicant is retired, copies of pension or social security award letters. If applicant is self-employed, a letter from accountant stating annual income and net worth. Please attach latest balance sheet & profit & loss statement. _____
7. (2) two letters of personal reference letters. (non-related parties). _____
8. Letters from present banks confirming balance in accounts or copy of most recent bank statement. _____
9. Credit Check Authorization for each purchaser. _____
10. Lead Paint rider, Carbon Monoxide Rider, and Smoke Detector rider, Sprinkler rider, and Window Guards rider, signed by both seller(s) and purchaser(s) _____

11. Signed receipt of the for House Rules _____

12. Signed receipt for Sublet fines _____

All prospective subtenants are subject to interview and approval by the Board of Directors. All persons who will be residing in the premises must attend the interview.

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

Fees required at time of application– (All fees to be paid by Certified Check or Money Order)

- * Subtenant to pay an Administration Fee in the amount of **\$600.00 payable to Kaled Management Corp.** (Non-refundable)
- * Subtenant to pay a Credit Check Fee of **\$150.00 per person payable to Kaled Management Corp.**
- * Subtenant 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. Additionally, the Board may levy fines of up to \$200.00 for violation of rules.
- * Subtenant to pay **\$175.00 payable to 63-61 99 Street Owners Corp.** for administrative/processing fee non-refundable.

Submit **one (1) original and one (1) collated copy Total (2) Two** of the complete application package to:

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

*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.

Any incomplete application packages will be returned. Please allow three (3) weeks for the processing of the application and scheduling interview with the Board.

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

Fees to be paid with application– (All fees to be paid by Certified Check or Money Order)

- * Subtenant 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.
- * Shareholder 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.
- * Shareholders will be charged an initial sublet fee in the amount of 20% of the annual maintenance which will be billed on your shareholders account and 30% for any allowed subsequent years.

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.

SUBLEASE APPLICATION

Application is herewith submitted for the right of subletting Apartment # _____.

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 for 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: _____

Owner(s) Name(s): _____

Telephone Numbers - Home: () _____ **Work:** () _____

Broker Involved: _____

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 63-61 99th St. Owners Corp.

Signature of Applicant: _____ **Date:** _____

Signature of Co-Applicant: _____ **Date:** _____

Applicant Information

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

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

Name of all residents in the building known by applicant:

Number and type of pets that will live in apartment. For dogs indicate species, weight, and height. (25 Pound limit)

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

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

63-61 99 Street Owners Corp.

Provide whatever information you wish to demonstrate your ability to pay the monthly sublet charges.

APPLICANT 1:

Annual Salary (Attach copies of last two W-2 forms and one recent paycheck stub):

Other income (specify source and amount):

APPLICANT 2:

Annual Salary (Attach copies of last two W-2 forms and one recent paycheck stub):

Other income (specify source and amount):

Total Combined Income from All Sources:

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

ASSETS AND LIABILITIES STATEMENT

Applicant's Name _____
 Statement of Financial Condition as of the _____ day of _____,
 20____

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

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

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

Date _____

 Signature of Applicant

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

SCHEDULE A - REAL ESTATE OWNED

[illegible]

SCHEDULE B - NOTES PAYABLE

<i>Amount</i>	<i>Due to</i>	<i>In Name of</i>	<i>Maturity Date</i>	<i>Collateral</i>	<i>Monthly Payment</i>

SCHEDULE C - ACCOUNTS PAYABLE (include credit card balances here)

[illegible]

SCHEDULE D

<i>Amount</i>	<i>Type</i>	<i>Due to</i>	<i>Obligor</i>	<i>Final Maturity/or repayment</i>	<i>Collateral</i>

**including Letters of Credit and Surety Bonds*

SCHEDULE E - SCHEDULE OF CASH IN BANKS - INCLUDE CD'S AND MONEY MARKET ACCTS

TOTAL OF ALL CASH IN BANKS - INCLUDE CDs AND MONEY MARKET ACCOUNTS		
Name of Bank	Account No.	Balance
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total - Amount must match amount stated under Assets		\$

SCHEDULE F - SECURITIES (STOCKS AND BONDS)

[illegible]

<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>		\$

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

SUBTENANT (PRINT)

SUBTENANT(SIGNATURE)

SUBTENANT(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

**THE REAL ESTATE BOARD OF NEW YORK, INC.
SPRINKLER DISCLOSURE LEASE RIDER**

Pursuant to the New York State Real Property Law, Article 7, Section 231-a, effective December 3, 2014 all residential leases must contain a conspicuous notice as to the existence or non-existence of a Sprinkler System in the Leased Premises.

Name of tenant(s): _____
Lease Premises Address: _____
Apartment Number: _____ (the "Leased Premises")
Date of Lease: _____

CHECK ONE:

1. ☐ There is NO Maintained and Operative Sprinkler System in the Leased Premises.
2. ☐ There is a Maintained and Operative Sprinkler System in the Leased Premises.

A. The last date on which the Sprinkler System was maintained and inspected was on _____.

A "Sprinkler System" is a system of piping and appurtenances designed and installed in accordance with generally accepted standards so that heat from a fire will automatically cause water to be discharged over the fire area to extinguish it or prevent its further spread (Executive Law of New York, Article 6-C, Section 155-a(5)).

Acknowledgment & Signatures:

I, the Tenant, have read the disclosure set forth above. I understand that this notice, as to the existence or non-existence of a Sprinkler System is being provided to me to help me make an informed decision about the Leased Premises in accordance with New York State Real Property Law Article 7, Section 231-a.

Tenant :	Name: _____	Date _____
	Signature: _____	
	Name: _____	Date: _____
	Signature: _____	
Owner	Name: _____	Date _____
	Signature _____	

CREDIT CHECK AUTHORIZATION

NAME: _____

DATE OF BIRTH: _____

SOCIAL SECURITY NUMBER: _____

HOME ADDRESS:
(LAST SEVEN YEARS): _____

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

Signature

Dated

CREDIT CHECK AUTHORIZATION

NAME: _____

DATE OF BIRTH: _____

SOCIAL SECURITY NUMBER: _____

HOME ADDRESS:
(LAST SEVEN YEARS): _____

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

Signature

Dated

INFORMATION AND COLLECTION AUTHORIZATION

Our policy is to screen all prospective tenants through the use of a credit profile search. The fee for this service is \$150.00 per applicant to be paid by you and with which we pay the credit check company for its service.

The fee for this service is non-refundable under any circumstances, even if you are denied the rental or sale of the apartment on the basis of the report, or if you change your mind and do not rent/buy.

I have read the above agreement, and I agree to its terms. I have received a copy of this document and I am supplying you with the necessary information to conduct this collection of information and credit profile searches, and I, authorize the same.

Applicants Signature

Applicants Signature

Dated: _____

Agent for Kaled Management Corp.

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: _____

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: _____

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

AFFIDAVIT OF COMPLIANCE WITH
CARBON MONOXIDE/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.

_____ New York, _____ (the "Premises")
Borough Block Lot

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

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

Name of Grantor (Type or Print)

Name of Grantee (Type or Print)

Signature of Grantor

Signature of Grantee

Sworn to before me
This ____ date of ____ 20__.

Sworn to before me
This ____ date of ____ 20__.

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

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

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: _____

SUBTENANT: _____

DATE: _____

SUBTENANT: _____

DATE: _____

63-61 99th 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 RESIDENT'S 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, FLUSHOMETERS, 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.

RHODE ISLAND
63-61 99th 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



**THE REAL ESTATE BOARD OF NEW YORK, INC.
SPRINKLER DISCLOSURE LEASE RIDER**

Pursuant to the New York State Real Property Law, Article 7, Section 231-a, effective December 3, 2014 all residential leases must contain a conspicuous notice as to the existence or non-existence of a Sprinkler System in the Leased Premises.

Name of buyer(s): _____

Lease Premises Address: _____

Apartment Number: _____ (the "Leased
Premises")

Date of Closing: _____

CHECK ONE:

1. ☐ There is NO Maintained and Operative Sprinkler System in the Leased Premises.
2. ☐ There is a Maintained and Operative Sprinkler System in the Leased Premises.

A. The last date on which the Sprinkler System was maintained and inspected was on _____.

A "**Sprinkler System**" is a system of piping and appurtenances designed and installed in accordance with generally accepted standards so that heat from a fire will automatically cause water to be discharged over the fire area to extinguish it or prevent its further spread (Executive Law of New York, Article 6-C, Section 155-a(5)).

Acknowledgment & Signatures:

I, the Buyer, have read the disclosure set forth above. I understand that this notice, as to the existence or non-existence of a Sprinkler System is being provided to me to help me make an informed decision about the Leased Premises in accordance with New York State Real Property Law Article 7, Section 231-a.

Buyer:	Name: _____	Date _____
	Signature: _____	
	Name: _____	Date: _____
	Signature: _____	
Seller	Name: _____	Date _____
	Signature _____	

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: _____

SUBTENANT: _____

DATE: _____

SUBTENANT: _____

DATE: _____

STANDARD FORM OF COOPERATIVE APARTMENT SUBLEASE

THE REAL ESTATE BOARD OF NEW YORK, INC.

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PREAMBLE: This Sublease contains the agreements between You and Owner concerning the rights and obligations of each party. You and Owner have other rights and obligations which are set forth in government laws and regulations.

You should read this Sublease carefully. If You have any questions, or if You do not understand any words or statements, get clarification. Once You and Owner sign this Sublease, You and Owner will be presumed to have read it and understood it. You and Owner admit that all agreements between You and Owner have been written into this Sublease except for obligations arising under the Cooperative Documents (as defined in Article 4). You understand that any agreements made before or after this Sublease was signed and not written into it will not be enforceable.

THIS SUBLEASE is made as of _____ month _____ day _____ year between Owner, the Sublessor, _____ whose address is _____, and You, the Sublessee, _____ whose address is _____.

1. APARTMENT AND USE

Owner agrees to sublease to You Apartment _____ on the _____ floor in the cooperative apartment building at _____, Borough of _____, City and State of New York (the "Building"). You shall use the Apartment for living purposes only. The Apartment may be occupied only by You and the following Permitted Occupants: _____.

You acknowledge that: (i) this Sublease may not commence until the occupancy of the Apartment by You and the Permitted Occupants has been approved by the Board of Directors of _____ ("Apartment Corporation"); and (ii) no other person other than You and the Permitted Occupants may reside in the Apartment without the prior written consent of the Owner and the Apartment Corporation.

2. LENGTH OF SUBLEASE

The term (that means the length) of this Sublease will begin on _____ and will end on _____. If You do not do everything You agree to do in this Sublease, Owner may have the right to end this Sublease before the ending date. If Owner does not do everything that Owner agrees to do in this Sublease, You may have the right to end the Sublease before the ending date. You acknowledge that the term of this Sublease may be reduced as authorized by Article 6.

3. RENT

Your monthly rent for the Apartment is \$ _____. You must pay Owner the rent, in advance, on the first day of each month either to Owner at the above address or at another place that Owner may inform You of by written notice. You must pay the first month's rent to Owner when You sign this Sublease if the Sublease begins on the first day of the month. If the Sublease begins after the first day of the month, You must pay when You sign this Sublease: (i) the part of the rent from the beginning date of this Sublease until the last day of the month, and (ii) the full rent for the next full calendar month.

4. COOPERATIVE DOCUMENTS

This Sublease shall be subject and subordinate to: (i) the Proprietary Lease for the Apartment between Apartment Corporation, as lessor, and Owner, as lessee; (ii) the Rules and Regulations of the Apartment Corporation (which are sometimes called House Rules); and (iii) the By-Laws of the Apartment Corporation. (The Proprietary Lease, the Rules and Regulations and the By-Laws of the Apartment Corporation and all amendments thereto, including any amendments subsequent to the date hereof, are collectively called the "Cooperative Documents".) In the event of any inconsistency between the provisions of this Sublease and the Cooperative Documents, the provisions of the Cooperative Documents shall govern and be binding.

You and the Permitted Occupants of the Apartment shall faithfully observe and comply with the Cooperative Documents, other than the provisions of the Cooperative Documents required to be performed by Owner (which include the payment of rent for the Apartment to the Apartment Corporation). You and the Permitted Occupants of the Apartment shall not undertake any action which, if performed by Owner, would constitute a violation of the Cooperative Documents. You have reviewed the Cooperative Documents or waived their examination.

5. SECURITY DEPOSIT

You are required to give Owner the sum of \$ _____ when You sign this Sublease as a security deposit, which is called in law a trust. Owner will deposit this security in _____ bank at _____, New York. This security account shall not bear interest.

If You carry out all of your agreements in this Sublease and if You move out of the Apartment and return it to Owner in the same condition it was in when You first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty through no fault of your own, Owner will return to You the full amount of your security deposit within 60 days after this Sublease ends. However, if You do not carry out all your agreements in this Sublease, Owner may keep all or part of your security deposit which has not yet been paid to You necessary to pay Owner for any losses incurred, including missed payments.

If Owner sells the Apartment, Owner will turn over your security either to You or to the person buying the Apartment within 5 days after the sale. Owner will then notify You by registered mail.

7. CAPTIONS

In any dispute arising under this Sublease, in the event of a conflict between the text and a caption, the text controls.

8. WARRANTY OF HABITABILITY

A. All of the sections of this Sublease are subject to the provisions of the Warranty of Habitability Law in the form it may have from time to time during this Sublease. Nothing in this Sublease can be interpreted to mean that You have given up any of your rights under that law. Under that law, Owner agrees that the Apartment is fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.

B. You will do nothing to interfere to make more difficult the Apartment Corporation's efforts to provide You and all other occupants of the Building with the required facilities and services. Any condition caused by your misconduct or the misconduct of anyone under your direction or control shall not be a breach by Owner.

9. CARE OF YOUR APARTMENT; END OF SUBLEASE-MOVING OUT

A. You will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. You will move out on or before the ending date of this Sublease and leave the Apartment in good order and in the same condition as it was when You first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of your own.

B. When the Sublease ends, You must remove all of your movable property. You must also remove at your own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment You may have installed in the Apartment, even if it was done with Owner's consent. If the Apartment Corporation imposes any "move-out" deposits or fees, You shall pay any such deposit or fee when requested by the Apartment Corporation. You must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. You have not moved out until all persons, furniture and other property of yours is also out of the Apartment. If your property remains in the Apartment after the Sublease ends, Owner may either treat You as still in occupancy and charge You for use, or may consider that You have given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at your expense. You agree to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Sublease.

10. CHANGES AND ALTERATIONS TO APARTMENT

You cannot build in, add to, change or alter, the Apartment in any way, including wallpapering, painting, repainting, or other decorating, without first obtaining the prior written consent of Owner and, if required under the Proprietary Lease, the Apartment Corporation. Without Owner's and/or the Apartment Corporation's prior written consent, You cannot install or use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's and/or the Apartment Corporation's opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other tenants of the Building. Also, You cannot place in the Apartment water-filled furniture.

11. YOUR DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND RULES

A. GOVERNMENT LAWS AND ORDERS. You will obey and comply: (i) with all present and future city, state and federal laws and regulations which affect the Building or the Apartment, and (ii) with all orders and regulations of insurance rating organizations which affect the Apartment and the Building. You will not allow any windows in the Apartment to be cleaned from the outside, unless the prior written consent of the Apartment Corporation is obtained.

B. APARTMENT CORPORATION'S RULES AFFECTING YOU. You will obey all of the Cooperative Documents other than the provisions of the Cooperative Documents required to be performed by Owner.

C. YOUR RESPONSIBILITY. You are responsible for the behavior of yourself, the Permitted Occupants of the Apartment, your servants and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because You, the Permitted Occupants of the Apartment, servants or people visiting the Apartment, have not obeyed government laws and orders, the Cooperative Documents or this Sublease.

12. OBJECTIONABLE CONDUCT

You, the Permitted Occupants of the Apartment, servants or people visiting the Apartment will not engage in objectionable conduct in the Building. Objectionable conduct means behavior which makes or will make the Apartment or the Building less fit to live in for You or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartments, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other occupants of the Building. Objectionable conduct by You gives Owner the right to end this Sublease.

13. SERVICES AND FACILITIES

A. REQUIRED SERVICES. The Apartment Corporation will provide cold and hot water and heat, as required by law, repairs to the Apartment, as required by the Proprietary Lease, elevator service if the Building has elevator equipment, and the utilities, if any, included in the rent, as set forth in subparagraph B. You are not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.

B. The following utilities are included in the rent _____.

C. ELECTRICITY AND OTHER UTILITIES. If the Apartment Corporation provides electricity or gas for a separate, submetered charge, your obligations to the Apartment Corporation and/or Owner are described in a rider attached to this Sublease. If electricity or gas is not included in the rent and is not charged separately by the Apartment Corporation and/or Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service and cable television service if the cost of any such service is not included in the rent.

D. APPLIANCES. Appliances supplied by Owner in the Apartment are for your use. They are in good working order on the date hereof and will be maintained and repaired or replaced by Owner, but if repairs or replacement are made necessary because of your negligence or misuse, You will pay Owner for the cost of such repair or replacement as additional rent.

E. FACILITIES. If the Apartment Corporation permits Owner to use any storage space, storage bin, laundry room, etc., in the Building, You agree to use such facilities in accordance with the rules and regulations of the Apartment Corporation.

15. ENTRY TO APARTMENT

During reasonable hours and with reasonable notice, except in emergencies, Owner, Owner's representatives and agents or employees of the Apartment Corporation may enter the Apartment for the following reasons:

A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; to inspect the Apartment; and to make any necessary repairs or changes Owner or the Apartment Corporation decide are necessary. Your rent will not be reduced because of any of this work, unless the rent payable by Owner under the Proprietary Lease is reduced.

B. To show the Apartment to persons who may wish to become owners of the Apartment or may be interested in lending money to Owner.

C. For two months before the end of the Sublease, to show the Apartment to persons who wish to sublease it.

D. If, during the last month of the Sublease, You have moved out and removed all or almost all of your property from the Apartment, Owner may enter to make changes, repairs or redecorations. Your rent will not be reduced for that month and this Sublease will not be ended by Owner's entry.

E. If, at any time, You are not personally present to permit Owner, Owner's representatives or the agents and employees of the Apartment Corporation, to enter the Apartment and entry is necessary or allowed by law, under the Proprietary Lease or this Sublease, Owner, Owner's representatives or the agents and employees of the Apartment Corporation may nevertheless enter the Apartment. Owner, Owner's representatives or the agents and employees of the Apartment Corporation may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, any authorized party is negligent or misuses your property.

16. ASSIGNING; SUBLETTING; ABANDONMENT

A. Assigning and Subletting. You cannot assign this Sublease or sublet the Apartment. You acknowledge that Owner may refuse any request made by You to assign this Sublease or to further sublet the Apartment for any reason or no reason.

B. Abandonment. If You move out of the Apartment (abandonment) before the end of this Sublease without the consent of Owner, this Sublease will not be ended. You will remain responsible for each monthly payment of rent as it becomes due until the end of this Sublease. In case of abandonment your responsibility for rent will end only if Owner chooses to end this Sublease for default as provided in Article 17.

17. DEFAULT

A. You default under the Sublease if You act in any of the following ways:

- (i) You fail to carry out any agreement or provision of this Sublease;
- (ii) You, a Permitted Occupant of the Apartment, servants or people visiting the Apartment behave in an objectionable manner;
- (iii) You, a Permitted Occupant of the Apartment, servants or people visiting the Apartment violate any of the Cooperative Documents;
- (iv) You do not take possession or move into the Apartment 15 days after the beginning of this Sublease; or
- (v) You and the Permitted Occupants of the Apartment move out permanently before this Sublease ends.

If You do default in any one of these ways, other than a default in the agreement to pay rent, Owner may serve You with a written notice to stop or correct the specified default within 10 days. You must then either stop or correct the default within 10 days, or, if You need more than 10 days, You must begin to correct the default within 10 days and continue to do all that is necessary to correct the default as soon as possible.

B. If You do not stop or begin to correct a default within 10 days, Owner may give You a second written notice that this Sublease will end 6 days after the date the second written notice is sent to You. At the end of the 6-day period, this Sublease will end, You then must move out of the Apartment. Even though this Sublease ends, You will remain liable to Owner for unpaid rent up to the end of this Sublease, the value of your occupancy, if any, after the Sublease ends, and damages caused to Owner after that time as stated in Article 18.

C. If You do not pay your rent when this Sublease requires after a personal demand for rent has been made, or within 3 days after a statutory written demand for rent has been made, or if the Sublease ends Owner may do the following: (i) enter the Apartment and retake possession of it if You have moved out; (ii) go to court and ask that You and all other occupants in the Apartment be compelled to move out.

Once this Sublease has been ended, whether because of default or otherwise, You give up any right You might otherwise have to reinstate this Sublease.

18. REMEDIES OF OWNER AND YOUR LIABILITY

If this Sublease is ended by Owner because of your default, the following are the rights and obligations of You and Owner.

A. You must pay your rent until this Sublease has ended. Thereafter, You must pay an equal amount for what the law calls "use and occupancy" until You actually move out.

B. Once You are out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Sublease. Owner may re-rent to a new subtenant at a lesser rent or may charge a higher rent than the rent in this Sublease.

C. Whether the Apartment is re-rented or not, You must pay to Owner as damages:

- (i) the difference between the rent in this Sublease and the amount, if any, of the rents collected in any later sublease of the Apartment for what would have been the remaining period of this Sublease; and
- (ii) Owner's expenses for the cost of putting the Apartment in good condition for re-rental; and
- *** (iii) Owner's expenses for attorney's fees (*Delete if inapplicable*).

D. You shall pay all damages due in monthly installments on the rent day established in this Sublease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action. If the rent collected by Owner from a subsequent subtenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another subtenant will not release or change your liability for damages, unless the failure is due to Owner's deliberate inaction.

19. ADDITIONAL OWNER REMEDIES

- ing the Apartment or the Building when You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You have caused;
- (iii) Preparing the Apartment for the next subtenant if You move out of the Apartment before the Sublease ending date without Owner's prior written consent;
 - *** (iv) Any legal fees and disbursements for legal actions or proceedings brought by Owner against You because of a default by You for defending lawsuits brought against Owner because of the actions of You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You (*Delete if inapplicable*);
 - (v) Removing all of your property after this Sublease is ended;
 - (vi) Any miscellaneous charges payable to the Apartment Corporation for services You requested that are not required to be furnished You under this Sublease for which services You have failed to pay the Apartment Corporation and which Owner has paid;
 - (vii) All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Sublease or the Cooperative Documents by You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You.

These fees and expenses shall be paid by You to Owner as additional rent within 30 days after You receive Owner's bill or statement. If this Sublease has ended when these fees and expenses are incurred, You will still be liable to Owner for the same amount as damages.

B. Owner agrees that unless subparagraph (iv) of subparagraph 20 A has been stricken out of this Sublease, You have the right to collect reasonable legal fees and expenses incurred in a successful defense by You of a lawsuit brought by Owner against You or brought by You against Owner to the extent provided by Real Property Law Section 234.

C. You shall pay the Apartment Corporation on demand for the cost of any miscellaneous charges payable to the Apartment Corporation for services You requested that are not required to be furnished You under this Sublease.

21. PROPERTY LOSS, DAMAGES OR INCONVENIENCE

Unless caused by the negligence or misconduct of Owner, Owner's representatives or the agents and employees of the Apartment Corporation, none of these authorized parties are responsible to You for any of the following: (i) any loss of or damage to You or your property in the Apartment or the Building due to any accidental or intentional cause, even a theft or another crime committed in the Apartment or elsewhere in the Building; (ii) any loss of or damage to your property delivered to any agent or employee of the Apartment Corporation (i.e. doorman, superintendent, etc.); or (iii) any damage or inconvenience caused to You by actions, negligence or violations of the Cooperative Documents by any other tenant or person in the Building except to the extent required by law.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or on behalf of the Apartment Corporation. Owner will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Owner or the Apartment Corporation. Owner will not be liable to You for such interference caused by the permanent closing, darkening or blocking up of windows, if such action is required by law. None of the foregoing events will cause a suspension or reduction of the rent or allow You to cancel the Sublease.

22. FIRE OR CASUALTY

A. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Sublease will continue unless ended by Owner under subparagraph C below or by You under subparagraph D below. However, the rent will be reduced immediately. This reduction will be based upon the square footage of the part of the Apartment which is unusable.

B. Owner and/or the Apartment Corporation will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below.

C. After a fire, accident or other casualty in the Building, the Apartment Corporation may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Sublease. Owner may do this even if the Apartment has not been damaged, by giving You written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is unusable when Owner gives You such notice, this Sublease will end 60 days from the last day of the calendar month in which You were given the notice.

D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in 30 days, You may give Owner written notice that You end the Sublease. If You give that notice, this Sublease is considered ended on the day that the fire, accident or casualty occurred. Owner will promptly refund your security deposit and the pro-rata portion of rents paid for the month in which the casualty happened.

E. Unless prohibited by the applicable policies, to the extent that such insurance is collected, You and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

F. You acknowledge that if fire, accident, or other casualty causes damage to any of your personal property in the Apartment, including, but not limited to your furniture and clothes, neither the Owner nor the Apartment Corporation will be responsible to You for the repair or replacement of any such damaged personal property unless such damage was a result of the Owner's or the Apartment Corporation's negligence.

23. PUBLIC TAKING

The entire Building or a part of it can be acquired (condemned) by any government or government agency for a public or quasi-public use or purpose. If this happens, this Sublease shall end on the date the government or agency take title. You shall have no claim against Owner for any damage resulting; You also agree that by signing this Sublease, You assign to Owner any claim against the government or government agency for the value of the unexpired portion of this Sublease.

24. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS

All leases and mortgages of the Building or of the land on which the Building is located and the Proprietary Lease for the Apartment now in effect or made after this Sublease is signed, come ahead of this Sublease. In other words, this Sublease is "subject and subordinate to" the Proprietary Lease and any existing or future lease or mortgage on the Building or land, including any renewals, consolidations, modifications and replacements of these leases or mortgages. If certain provisions of any of these leases or mortgages come into effect, the holder of any such lease or mortgage can end this Sublease. If this happens, You agree that You have no claim against Owner or such Sublease or mortgage holder. If Owner requests, You will sign promptly an acknowledgment of the "subordination" in the form that Owner or the Apartment Corporation requires.

writing, (ii) signed by or in the name of Owner or Owner's agent, and (iii) addressed to You at the Apartment and delivered to You personally or sent by registered or certified mail to You at the Apartment. The date of service of any written notice by Owner to You under this agreement is the date of delivery or mailing of such notice.

B. Notices to Owner. If You wish to give a notice to Owner, You must write it and deliver it or send it by registered or certified mail to Owner at the address noted on page 1 of this Sublease or at another address of which Owner or Agent has given You written notice.

27. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

A. Both You and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim on any matters concerning this Sublease, the relationship of You and Owner as sublessee and sublessor or your use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims or personal injury or property damage.

B. If Owner begins any court action or proceeding against You which asks that You be compelled to move out, You cannot make a counterclaim unless You are claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or the Building.

28. NO WAIVER OF SUBLEASE PROVISIONS

A. Even if Owner accepts your rent or fails once or more often to take action against You when You have not done what You have agreed to do in this Sublease the failure of Owner to make action or Owner's acceptance of rent does not prevent Owner from taking action at a later date if You against do not do what You have agreed to do.

B. Only a written agreement between You and Owner can waive any violation of this Sublease.

C. If You pay and Owner accepts an amount less than all the rent due, the amount received shall be considered to be in payment of all or part of the earliest rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the rent due unless there is a written agreement between You and Owner.

D. Any agreement to end this Sublease and also to end the rights and obligations of You and Owner must be in writing, signed by You and Owner or Owner's agent. Even if You give keys to the Apartment and they are accepted by either any employee or agent of the Apartment Corporation, Owner's representatives or Owner, this Sublease is not ended.

E. This Sublease, or any provision hereof, may not be modified, amended, extended, waived or abrogated without the prior written consent of the Apartment Corporation.

29. CONDITION OF THE APARTMENT

When You signed this Sublease, You did not rely on anything said by Owner, Owner's representatives or the Apartment Corporation's employees, agents, or superintendent about the physical condition of the Apartment, the Building or the land on which is built. You did not rely on any promises as to what would be done, unless what was said or promised is written in this Sublease and signed by both You and Owner. Before signing this Sublease, You have inspected the Apartment and You accept it in its present condition "as is", except for any condition which You could not reasonably have seen during your inspection. You agree that Owner has not promised to do any work in the Apartment except as specified in a rider attached to this Sublease.

30. DEFINITIONS

A. Owner: The term "Owner" means the person or organization receiving or entitled to receive rent from You for the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" is the person or organization that owns the shares of stock of the Apartment Corporation appurtenant to the Apartment and is the lessee under the Proprietary Lease for the Apartment. It does not include a former Owner, even if the former Owner signed this Sublease.

B. You. The Term "You" means the person or persons signing this Sublease as sublessee and the successors and assigns of the signer. This Sublease has established a sublessor-sublessee relationship between Owner and You.

31. SUCCESSOR INTERESTS

The agreements in this Sublease shall be binding on Owner and You and on those who succeed to the interest of Owner or You by law, by approved assignment or by transfer.

32. TERMINATION OF PROPRIETARY LEASE

You acknowledge that if the Proprietary Lease is terminated by the Apartment Corporation, this Sublease shall terminate and come to an end 30 days after the Proprietary Lease is terminated. In such event, Owner shall return to You pay rent paid in advance on a pro rata basis.

33. INSURANCE

You may obtain liability insurance insuring You, the Permitted Occupants of the Apartment, your servants and people visiting the Apartment, and personal property insurance insuring your furniture and furnishings and other items of personal property located in the Apartment. You may not maintain any insurance with respect to any furniture or furnishings belonging to Owner that are located in the Apartment. You acknowledge that Owner may not be required to maintain any insurance with respect to the Apartment.

34. CONSENT

You shall furnish to the Apartment Corporation or its managing agent, within 5 business days after the date of this Sublease, such personal and financial references and additional information concerning You and the Permitted Occupants of the Apartment as may be requested in order to obtain the consent of the Apartment Corporation to this Sublease, including the submission of any application requested by the Apartment Corporation. You and the Permitted Occupants shall attend one or more personal interviews with members of the Board of Directors of the Apartment Corporation if requested. If the Apartment Corporation imposes any subleasing surcharge upon the rent payable by Owner under the Proprietary Lease during the term of this Sublease, any such subleasing surcharge shall be payable by Owner to the Apartment Corporation.

You acknowledge that this Sublease will not commence and that You and the Permitted Occupants shall have no right to occupy the Apartment until the consent of the Apartment Corporation is obtained to this Sublease. If consent of the Apartment Corporation has not been obtained by the date specified in Article 2 as the beginning date of this Sublease, You shall have no obligation to pay rent until such consent has been obtained. All rent prepaid for the period You are unable to occupy the Apartment because of the lack of the

Sublease terminates in the same condition as on the date this Sublease commenced, subject to ordinary wear and tear. If any repairs are required to the furniture and furnishings in the Apartment when this Sublease terminates, You shall pay Owner upon demand the cost of any required repairs.

You may not remove any furniture or furnishings from the Apartment or change the location of any such furniture or furnishings during the pendency of this Sublease without Owner's prior written consent.

36. BROKER [DELETE EITHER SUBPARAGRAPH A OR B]

A. You represent to Owner that You have not dealt with any real estate broker(s) in connection with the subleasing of the Apartment other than _____, [and that _____ is your real estate broker in connection with the subleasing of the Apartment (*Delete bracket if inapplicable*)]. You will compensate such broker(s) in accordance with a separate agreement. You shall indemnify and hold Owner harmless from any and all loss incurred by Owner as a result of a breach of the foregoing representations.

B. You represent to Owner that you have not dealt with any real estate broker in connection with the subleasing of the Apartment. You shall indemnify and hold Owner harmless from any and all loss incurred by Owner as a result of a breach of the foregoing representation.

37. LEAD PAINT DISCLOSURE [DELETE IF THE BUILDING WAS ERECTED AFTER 1978]

Simultaneously with the execution of this Sublease, You and Owner shall sign and complete the disclosure of information on lead-based paint and/or lead-based paint hazards annexed as a rider attached to this Sublease. You acknowledge receipt of the pamphlet, "Protect Your Family From Lead in Your Home" prepared by the United States Environmental Protection Administration.

38. PETS [DELETE EITHER SUBPARAGRAPH A OR B]

A. You may not keep any pets in the Apartment.

B. If authorized by the Cooperative Documents, You may keep pets in the Apartment provided: (i) You obtain the prior written consent of Owner; and (ii) You comply with the Cooperative Documents with respect to the keeping of pets in the Building.

39. KEYS

Owner shall retain keys to all locks of the Apartment. If You make any changes to any such lock, You must deliver keys to Owner, and to the Apartment Corporation or its managing agent. At the end of this Sublease, You must deliver to Owner all keys to the Apartment. If You fail to return any keys, You shall pay Owner the cost of replacing any such keys.

40. WINDOW GUARDS

You shall complete and deliver to the Apartment Corporation, when requested, a notice with respect to the installation of window guards in the Apartment in the form required by the City of New York. You acknowledge that it is a violation of law to refuse, interfere with installation, or remove window guards where required.

41. OWNER'S DEFAULT TO APARTMENT CORPORATION

If: (i) Owner defaults in the payment to the Apartment Corporation of rent or other charges payable under Owner's Proprietary Lease for the Apartment; (ii) the Apartment Corporation notifies You of such default; and (iii) the Apartment Corporation instructs You to pay the rent under this Sublease to the Apartment Corporation, then You shall pay all future installments of rent payable under this Sublease to the Apartment Corporation until such time as the Apartment Corporation advises that the Owner's default has been cured. Owner acknowledges that if You pay any installment of rent payable under this Sublease to the Apartment Corporation as herein provided, You have satisfied your obligation to pay any such installment of rent to Owner. Nothing contained in this Article shall suspend your obligation to pay rent under this Sublease.

42. BINDING EFFECT

It is expressly understood and agreed that this Sublease shall not constitute an offer or create any rights in your favor, and shall in no way obligate or be binding upon Owner, and this Sublease shall have no force or effect until this Sublease is duly executed by You and Owner and a fully executed copy of this Sublease is delivered to both You and Owner.

TO CONFIRM OUR AGREEMENTS, OWNER AND YOU RESPECTIVELY SIGN THIS SUBLEASE AS OF THE DAY AND YEAR FIRST WRITTEN ON PAGE 1.

WITNESS:

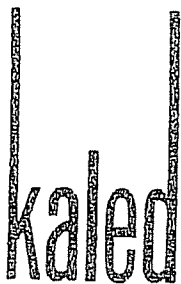
Owner's Signature (L.S.)

Sublessee's Signature (L.S.)

Sublessee's Signature (L.S.)

GUARANTY

The undersigned Guarantor guarantees to Owner the strict performance of and observance by Sublessee of all the agreements, provisions and rules in the attached Sublease. Guarantor agrees to waive all notices when Sublessee is not paying rent or not observing and complying with all of the provisions of the attached Sublease. Guarantor agrees to be equally liable with Sublessee so that Owner may sue Guarantor directly without first suing Sublessee. The Guarantor further agrees that this guaranty shall remain in full effect even if the Sublease is renewed changed or extended in any way and even if Owner has to make a claim against Guarantor. Owner and



management corp.

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EMAIL: INFO@KALED.COM

August 14, 2012

All Shareholders of
63-61 99th Street Owners Corp.
63-61 99th 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

63-61 99th Street Owners Corp.

63-61 99th Street
Rego Park, NY 11374

July, 2018

Dear Shareholders/Residents:

63-61 99th 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 99th 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



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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.

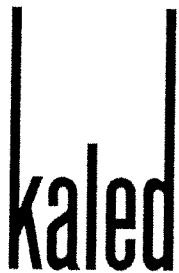
- **WHY?** Lithium-ion batteries store a lot of energy and when they overheat they release intense energy. Most apartments are unsprinklered and many furnishings and household items are highly combustible.
- **RESULT:** A fire in your apartment can be devastating.

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.

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April 11, 2023

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

Dear Residents(s):

The 63-61 99th 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 thereof, 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