

***SUBLET APPLICATION***  
**Barclay Plaza North Owners, Inc.**  
**110-11 72<sup>nd</sup> Avenue**  
**Forest Hills NY 11375**

**Contact Information:**

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

**(516) 876-4800 x 313**  
**Fax (516) 780-8331**  
**Susan @ Kaled.com**

**Bldg. # 308**

BARCLAY PLAZA NORTH OWNERS, INC.

110-11 72<sup>nd</sup> AVENUE

FOREST HILLS, NY 11375

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**SUB-LEASE APPLICATION**

Dear Shareholder,

In order to process your anticipated sub-lease, we require the prospective tenant to submit the following information:

1. Sub-Lease Application
  2. Copy of **signed** Lease Agreement; not to exceed one (1) year
  3. Signed receipt of House Rules;
  4. Completed and **signed** tax returns ( W2's and all schedules) for the past two (2) years;
  5. Pay stubs for the past four (4) pay periods;
  6. Copies of monthly statements from all bank accounts, brokerage accounts, mutual funds, stocks, and any other financial instruments not listed above, for the past four (4) months
  7. A letter from sub-lessee's employer indicating length of employment and base salary;
  8. Three (3) personal letters of reference, from someone other than family, who has known the sub-lessee for a minimum of five (5) years
  9. A signed Window Guard Rider;
  10. Lead Paint Disclosure Form. Application will be returned if this form is not completed properly.
  11. Credit/Criminal authorization- signed
  12. Sprinkler Disclosure
  13. Carbon Monoxide affidavit signed and notarized.
- \* Please remove your social security number from all documents except credit check authorization

**Please Note:**

- \* All prospective subtenants are subject to Board interview and approval. Kaled Management will contact the prospective tenants for interview upon receipt of an acceptable credit check and application package. All persons who will be residing in the premise must attend the interview. All persons must bring proof of identity, photo ID issued by State or Government Agency (i.e. Drivers License), and Social Security card.

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

- \* Enclose a check in the amount of **\$600.00 payable to Kaled Management Corp.** for processing fee. (Subtenant)
- \* Enclose a check in the amount of **\$150.00 per person payable to Kaled Management Corp.** for credit report. (subtenant)
- \* Subtenant - to pay move-in fee of **\$500.00** payable to Barclay Plaza North Owners, Inc., of which **\$250.00 is non-refundable**. The remaining **\$250.00** will only be refunded upon complete compliance with the House Rules. Owner will be billed for any damages or violations of moving rules. \$500.00 fine if moving rules are broken by either Subtenant or Owner.
- \* Owner pay move-out fee of **\$500.00** payable to Barclay Plaza North Owners, Inc. of which **\$250.00 is non-refundable**. The remaining **\$250.00** will only be refunded upon complete compliance with the House Rules. Seller will be billed for any damages or violations if moving rules are broken by either Owner or Subtenant.
- \* Shareholders will be charged an initial sublet fee in the amount of \$250.00. In ADDITION, a monthly sublet charge in the amount of 10% of your monthly maintenance, which will be applied to your monthly maintenance bill?
- \* Submit **One (1) Original Package along with One (1) Collated Copy - totaling Two (2)** completed packages to:

**Ms. Susan Rubin  
c/o Kaled Management Corp.,  
7001 Brush Hollow Road, Ste: 200  
Westbury, NY 11590.**

- \* Any packages not submitted in their entirety will be returned. You must allow at least three (3) weeks for processing of the application and Board Interview.
- \* Please remove your social security number from all documents except credit check authorization

### SUBLEASE APPLICATION

Application is herewith submitted for the sublease and for the right of residency in apartment # \_\_\_\_\_ Barclay Plaza North Owners Inc.

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

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

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

Co-Applicant (if applicable): \_\_\_\_\_

Social Security Number Last 4 Digits: \_\_\_\_\_

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

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

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

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

Occupation: \_\_\_\_\_

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

Title: \_\_\_\_\_ Salary: \_\_\_\_\_

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

Co-Applicant (if applicable): \_\_\_\_\_

Social Security Number Last 4 Digits: \_\_\_\_\_

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

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

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

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

Occupation: \_\_\_\_\_

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

Title: \_\_\_\_\_ Salary: \_\_\_\_\_

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

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

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

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

Bank: \_\_\_\_\_

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

Account Number(s) (Last 4 digits): \_\_\_\_\_

List all names of all people that will be occupying apartment:

Name:	Relationship:	Age:	Occupation:
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_____	_____	_____	_____
-------	-------	-------	-------

_____	_____	_____	_____
-------	-------	-------	-------

_____	_____	_____	_____
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_____	_____	_____	_____
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Broker Involved: \_\_\_\_\_

How did learn of the Co-op? \_\_\_\_\_

I declare that I have examined this application and to the best of my knowledge, it is true, correct and complete. I acknowledge receipt, read and agree to adhere to the House Rules of Barclay Plaza North Owners, Inc..

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

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

\* Note: NO PETS ALLOWED

## 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

### SCHEDULE A - REAL ESTATE OWNED

Location and Type of Property	Title In the Name of	Date Acquired	Cost	Recent Appraised Value	Mortgage Balance	Maturity Date	Monthly Payment

### SCHEDULE B - NOTES PAYABLE

Amount	Due to	In Name of	Maturity Date	Collateral	Monthly Payment

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

Amount	Due to	In Name Of	Maturity Date	Monthly Payment

### SCHEDULE D

Amount	Type	Due to	Obligor	Final Maturity/or repayment	Collateral

\*including Letters of Credit and Surety Bonds

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

Name of Bank	Account No.	Balance
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# SCHEDULE D - REAL ESTATE OWNED

Location and Type of Property	Title In the Name of	Date Acquired	Cost	Recent Appraised Value	Mortgage Balance	Maturity Date	Monthly Payment

Are there any principal payments, interest or taxes in arrears? \_\_\_\_\_

Are there any any unrecorded assignments? \_\_\_\_\_

# SCHEDULE E - LIFE INSURANCE

Face Amount	Policy A	Policy B	Policy C		

Company Name

Beneficiary

Type of Policy

Cash Value

Loans against Policy

The undersigned has filled out all the information sheets and understand that this information is essential in considering the application and that Kaled Management Corp. is authorized to verify any and all references and information submitted by the applicant.

Signature of Applicant

Broker:

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

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, maint.	
		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

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

### CREDIT CHECK AUTHORIZATION

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

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

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

Home Address:  
(Last seven years): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dated  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Release of Information Authorization

Authorization to obtain Criminal, Credit/Litigation Report

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

I hereby release the individual, company or institution and all individuals connected therewith from all liability for any damage 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:\_\_\_\_\_

Applicants' Release

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 Kaled Management Corp. 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: \_\_\_\_\_

VERY IMPORTANT

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

Lead Warning Statement

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

Lessor's Disclosure

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

(I) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(II) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (I) or (II) below):

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

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

Lessee's Acknowledgment (Initial)

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

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

Agent's Acknowledgment (Initial)

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

Certification of Accuracy

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

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

## WINDOW GUARDS REQUIRED

### 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

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SUBTENANT (PRINT)

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SUBTENANT (SIGNATURE)

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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

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



**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)).

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**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 _____	

May 2006

**Garage Rider**

The garage and parking spaces within 110-11 72<sup>nd</sup> Avenue are the property of Barclay Plaza North, Inc. (the "Corporation"). Buyer/Purchaser acknowledges that upon a future sale or transfer of this unit, any parking space assigned to or used by buyer/purchaser shall revert to the Corporation for use as determined by its Board of Directors. Buyer/Purchaser shall make no representations regarding the availability of the parking space upon future sale or transfer of the unit.

Buyer/Purchaser: \_\_\_\_\_ Date: \_\_\_\_\_

**Barclay Plaza North Owners Inc.**

**"WE UNDERSTAND AND ACKNOWLEDGE THAT BARCLAY PLAZA  
NORTH OWNERS INC. DOES NOT ALLOW PETS AND AT NO TIME DURING  
OWNERSHIP/SUBLEASING OF THE APARTMENT WILL WE HARBOR ANY  
PETS IN THE APARTMENT."**

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

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

**BARCLAY PLAZA NORTH OWNERS, INC. – HOUSE RULES**

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

I/We acknowledge receipt of the House Rules for the Barclay Plaza Owners, Inc. and agree to adhere to it.

All adults, and children over the age of 12, must read these House Rules and sign below. You are also advised to inform your housekeepers, nannies, etc. of these House Rules, for if they violate them, it will be your responsibility to pay any fines that might be levied upon you.

Print Name (s)

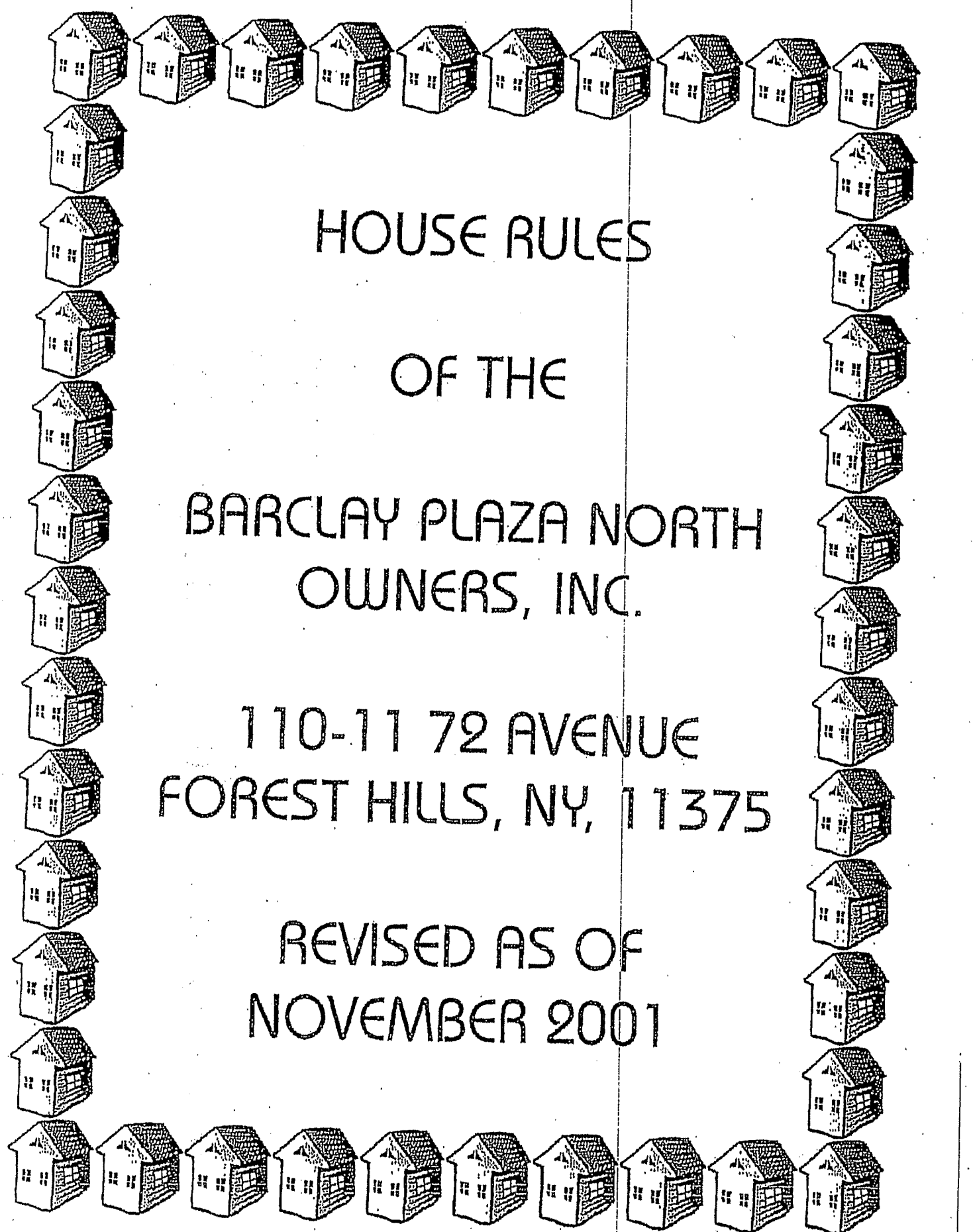
Signature (s)

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

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

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

Apt: \_\_\_\_\_



HOUSE RULES

OF THE

BARCLAY PLAZA NORTH  
OWNERS, INC.

110-11 72 AVENUE  
FOREST HILLS, NY, 11375

REVISED AS OF  
NOVEMBER 2001

## TABLE OF CONTENTS

INTRODUCTION.....	1
MANAGING AGENT.....	2
BUILDING PERSONNEL.....	3
SAFETY AND EMERGENCY PROCEDURES.....	5
MOVING IN/MOVING OUT PROCEDURES.....	6
ELEVATOR.....	7
GUESTS, DELIVERIES, AND SERVICE EMPLOYEES.....	8
NOISE.....	10
COMMON AREAS AND THE BUILDING EXTERIOR.....	11
LAUNDRY FACILITIES.....	13
TRASH FACILITIES.....	14
PETS.....	16
TERRACES AND PATIOS.....	17
GARAGE.....	18
SALE OF APARTMENTS.....	19
SUBLETTING.....	20
RENOVATIONS AND ALTERATIONS.....	21
MONTHLY MAINTENANCE CHARGES.....	23
SERVICE REQUEST FORMS.....	24
MISCELLANEOUS.....	25
VIOLATION OF HOUSE RULES.....	26

## CHAPTER 1 - INTRODUCTION

The Board of Directors of Barclay Plaza North Owners, Inc. (the "Corporation"), pursuant to the By-Laws of the Corporation and the terms of the Proprietary Leases entered into by the Corporation and the shareholders of the Corporation for the apartment units located in the building known as 110-11 72nd Avenue, Forest Hills, New York (the "Premises") have repealed all prior House Rules, and have adopted the following new House Rules.

The Proprietary Lease shall be, in all respects, subject to such House Rules which shall be taken to be a part thereof.

These House Rules are binding upon Shareholders and Tenants alike.

It is the aim of the Corporation through these House Rules, to ensure the safety and security of its residents; to protect the financial investment of each shareholder of the Corporation; and to maintain a quality of life which respects everyone's rights but still establishes the standards and the foundation upon which the concept of cooperative living is based. The House Rules should be used in conjunction with the Proprietary Lease and the Corporate By-Laws.

Please read these revised House Rules and future editions carefully and keep them handy for quick reference. It is also extremely important that residents advise their house guests and personal employees of these House Rules.

As stated in the Proprietary Lease, "Failure of a Shareholder/Tenant to comply fully with these House Rules shall constitute a default under the terms of the tenant/shareholder's Proprietary Lease, the remedies for which shall include, but shall not be limited to :

- a) termination of the Proprietary Lease by the Corporation;
- b) reentry and repossession of the apartment and sale of the shares appurtenant thereto;
- c) eviction of the Shareholder/Tenant;
- d) such other remedies provided under the terms of the Proprietary Lease and by law."

Of course it is not our wish to have to take such drastic measures in the event of non-compliance. However, the very essence of cooperative living is the concept of COOPERATION. Failure to cooperate diminishes the quality of life for all residents. First time offenses will result in a warning letter and the stated fine. A second offense will result in a doubling of the fine. A third offense will result in legal action.

## Chapter 2 – Managing Agent

1. The Managing Agency for the Corporation is:

Kaled Management Corporation  
7001 Brush Hollow Road  
Westbury, NY 11590

2. The following executives from the Managing Agent have been assigned to manage and supervise the daily operations of our building and our personnel, Please do not hesitate to contact them should you have a question or a problem:

Account Executive  
Director of Operations  
Chief Financial Officer  
Billing/Collection AR

Transfer Agent

Michael Ravner  
Peter Lehr  
Paul Attinello  
Michelle Donahue  
Val Lee  
Susan Rubin

3. The following pages have been provided by Kaled Management Corporation and describe the services they provide to our Corporation.



### Chapter 3 – Building Personnel

1. The Building maintains a staff as follows:

Superintendent	Ramon Espino
Doormen	Norman Osmani
	Jose S. Romero
	Raul Henriquez*

\* Also works part-time on Porter duties.

No member of the Building staff shall be sent of the Building by any Shareholder/Tenant at any time for any purpose. Nor shall any employee be solicited or engaged by a Shareholder/Tenant to do any private service or errand beyond the job description (as determined by the Managing Agent and the Board) during an employees on-duty hours.

#### Superintendent

2. The Superintendent resides full time in apartment 1H. His hours are Tuesday through Saturday 8:00 AM to 4:00 PM Due to his full-time residential status. He is available for emergencies whenever he is in the Building.
3. The Superintendent's telephone number is 718-261-6674. There is an extension of this phone at the lobby desk, which will be answered by the doorman on duty if the Superintendent is not in his apartment.
4. The Superintendent is responsible for the maintenance and cleaning of the Building and for the supervision of the doorman. The Superintendent also manages independent contractors and supervises all moves and deliveries.
5. The Superintendent is not required to perform any ordinary and routine maintenance and repair work requested by a resident during his regular hours. Except for emergencies, such requests must be addressed to the Superintendent in writing. Verbal messages are not to be left at the desk with the doormen. Service request forms can be found at the lobby desk.
6. The Superintendent is guided by policies established by the Board of Directors, the Managing Agent and the Superintendents Union.
7. Should you have any questions, recommendations, or problems concerning the Superintendent, please direct immediately to the Property Manager, **IN WRITING**.

### Doormen

8. The hours of the doormen are as follows:

	MON	TUES	WED	THURS	FRI	SAT	SUN
Jose S. Romero	4-12	4-12	4-12	4-12	OFF	OFF	4-12
Naman Osmani	OFF	8-4	8-4	8-4	8-4	8-4	OFF
Raul Henriquez	8-4	8-4 porter	OFF	OFF	4-12	4-12	8-12
Ramon Espino	OFF	8-4	8-4	8-4	8-4	8-4	OFF

9. The doormen are responsible for the security of the front of the Building. They are instructed to stop and announce all visitors; to supervise the use of the lobby; to record in a logbook the arrival and departure of all personal service employees and all deliveries. They have some cleaning duties as well.
10. Doormen are not allowed to run errands or walk dogs for residents. They are not allowed to give assistance outside the lobby and beyond the immediate sidewalk area. They are not allowed to bring any deliveries to any residents.
11. Small children are not to be left in the lobby unattended. The doormen are NOT responsible for watching children.
12. Important documents or valuable items should not be left in care of the doormen. The doormen are not delivery people; you must come and pick up your own packages.
13. The chair in the vestibule area is to be used by the doormen only.
14. While the doormen are instructed to be friendly and helpful, they are not to engage in any activity, which will distract them from their responsibilities. The doormen are guided by policies established by the Board of Directors, the managing Agent, and the Doormen's Union.
15. Should you have any questions, recommendation or problems concerning the doormen, please direct them immediately to the Superintendent IN WRITING.

## **BUILDING MAINTENANCE**

Mr. Ramon Espino, your superintendent, is responsible for the mechanical upkeep of your building and he directly supervises the repairs and the repairmen. He is to be contacted regarding:

1. Specific repairs within your apartment for which the cooperative corporation is responsible.
2. Performance of the Doormen.
3. Any complaints or comments you wish to make concerning servicemen, general housekeeping, or any infraction of the house rules.

## **IN AN EMERGENCY**

If an emergency of any kind occurs in your apartment, contact the Superintendent. If an emergency occurs after business hours or over the weekend and if the Superintendent is not available:

Telephone our office at (718-896-4800) our answering service will contact the appropriate persons to assist you, or call the emergency number posted in the lobby or vestibule.

We would like to take this opportunity to tell you how greatly we value our association with your building, and to assure you that the unified effort of all our people is dedicated to providing you with the highest possible level of service during the coming year. At all times we invite and will appreciate your comments on our stewardship of your building.

Very truly yours,

Kaled Management Corp.

#### CHAPTER 4 - SAFETY AND EMERGENCY PROCEDURES

1. Smoke detectors have been installed in every apartment according to New York City laws. These smoke detectors are the responsibility of the resident and should be tested once a month. All Shareholders/Tenants should keep at least one fully-charged fire extinguisher in their apartments at all times.
2. The Building has two fire resistant stairwalls located next to the elevator which are marked with exit signs.
3. The Corporation carries fire insurance which insures the structure and all public areas, and liability insurance which protects the Corporation against claims resulting from accidents for which the Corporation might be liable. Neither policy covers the personal interests of the individual residents. Residents are urged to secure personal fire and liability insurance to protect themselves and their property.
4. The Agents of the Building and any contractor or workman authorized by the Building may enter any apartment at any reasonable hour of the day for emergencies. It is important that the Superintendent have access to all apartments in the event of emergencies; failure to provide the Superintendent with the keys to your apartment may subject you to additional liability due to damage done while gaining access to your apartment.
5. In the event of an emergency, it may be necessary to contact a resident who is away from the Building, or a relative or friend of a resident in the event of a health emergency. Therefore, the Board of Directors recommends that emergency phone numbers be filed with the Managing Agent and the Superintendent. If you have any questions about the Emergency Forms, please contact the Superintendent.
6. No one is permitted on either the Building roof or the garage roof.

## **Chapter 5 – Moving In/Moving Out Procedures**

1. All moves are coordinated, scheduled and supervised by the Superintendent. The Superintendent will pad the elevator and will also inspect the hallway walls and elevator for damages after the move.
2. Moving is allowed only between 9 a.m. and 5 p.m., Monday through Friday, excluding national holidays. Only the Service entrance can be used for all moves. Using the lobby is prohibited.
3. A \$500.00 security deposit, \$250.00 of which is refundable, is to be left with the Managing Agent at least five days before the scheduled move. Once the deposit is filled, the Managing Agent will notify the Superintendent to schedule the move. Both before and after the move, the Superintendent will inspect the condition of the elevator and public areas and will report any damage to the Managing Agent. The Managing Agent will keep the deposit or any portion of the deposit to cover (1) damage during the move or (2) extra elevator costs which are incurred if the elevator company must be summoned to assist in moving extra-large pieces of furniture. If neither of the above conditions occur, the entire deposit will be returned by the Managing Agent within two weeks.
4. All excess trash created by a move must be taken to the cellar where the Superintendent will secure space for proper disposal. In no case should trash be left in the hallways, stuffed into the compactor chutes or left in the compactor rooms. Failure to comply will result in a \$250.00 fine.

## CHAPTER 6 - ELEVATOR

1. Smoking is not permitted in the elevator. Deliberate disregard of the "No Smoking" notice is an infraction of the New York City Fire Department code, as well as a breach of the Proprietary Lease, and will result in a \$100.00 fine.
2. Small children are not allowed in the elevator unattended.
3. The walls of the elevator are not to be used to post messages except those from the Board of Directors, the Managing Agent, or the Superintendent.
4. Report any malfunctioning of the elevator to the Superintendent.

## CHAPTER 7- GUESTS, DELIVERIES AND SERVICE EMPLOYEES

### RE: GUEST:

1. All visitors will be stopped at the front door and announced. No visitor will be admitted unless resident approval is given. When the front door is unattended, the outside intercom should be used.
2. Should you attend to have a guest occupy your apartment for more than one month, you must notify the Board of Directors in writing in order to obtain written consent of the Corporation, as required by the Proprietary Lease. The Board reserves the right to interview any such guest and approve/disapprove such arrangement. The Managing Agent must be provided with the address and telephone number of the shareholder during his or her absence. No furniture can be moved in or out, nor may the guest, in any way, appear to be assuming permanent residence in the Building. No shareholder or tenant may rent out rooms for any purpose. Failure to comply will result in a fine of \$250.00/per month until the unauthorized individual has vacated the premises.

### RE: DELIVERIES

1. The Building has no storage facilities for deliveries. Large mail items and UPS deliveries will be accepted by the Doormen and kept at the front door for the day.
2. Packages, food, laundry, etc. should not be delivered unless the resident is at home or has made prior arrangements with the Building Staff or a neighbor to receive these items. The Building Staff and the Corporation assume no financial responsibility for deliveries accepted by the Building Staff.
3. Individual pieces of furniture or appliances may be delivered only between 9 a.m. and 5 p.m., Monday through Saturday, excluding national holidays. The Superintendent must be notified of such deliveries in advance and in writing. The Superintendent will supervise the delivery and inspect the elevator and public hallways for damage both before and after delivery. No deliveries will be allowed through the Lobby. Large cartons must be broken down and be neatly disposed of in the designated areas in the Cellar. Failure to comply will result in a \$250.00 fine.
4. All deliveries will be logged in the book at the front door.

### RE: SERVICE EMPLOYEES:

1. The Superintendent must be notified in writing of the names, address, and the working hours of regular service employees, such as housekeepers, baby sitters, etc., and/or any other persons who have keys to the Building or to a resident's apartment.

A listing of all authorized personnel service employees will be maintained by the Superintendent. Those without written authorization will not be admitted.

2. All other service and/or tradespeople must be announced by the doorman and granted permission to enter by a resident and will be logged in the logbook at the front door.



## CHAPTER 8 - NOISE

1. No resident shall make or permit any noise which will interfere with the rights, comfort, or convenience of other residents. Consider your neighbors when using a television, stereo, musical instrument, or appliance (dishwasher, vacuum cleaner, etc.). Particular consideration should be given between the hours of 10:00 p.m. and 8 a.m. Special care should also be given to minimizing noise levels on terraces and all common areas, including hallways, stairwells, courtyard, lobby and Building entrance.
2. Installation or repair work involving noise shall be permitted only between the hours of 9 a.m. and 5 p.m. Monday through Friday and between the hours of 10 a.m. and 5 p.m. Saturday, excluding national holidays.
3. Unless expressly authorized by the Board of Directors in writing, the floors of each apartment must be covered with rugs or carpeting or equally efficient noise-reducing material, to the extent of at least 80% of the floor area of each room, except kitchens, bathrooms, closets and foyers.
4. Extra padding should be used under exercise machines, floor speakers, or any other apparatus that emits a constant noise.

## CHAPTER 9 - COMMON AREAS AND THE BUILDING EXTERIOR

1. The lobby area is for residents to meet their guests. It is not a place to entertain them. Loitering is prohibited. To minimize congestion and maximize security at the front door, the Doorman's area shall not be used as a place to congregate or for children to play.
2. No patient of any doctor who has offices in the Building shall be permitted to wait in the lobby.
3. Any violation of New York City Fire Department regulations is the responsibility of individual residents. A violation will result in a \$250.00 fine.
  - (a) The common halls and stairways of the building must not be obstructed or used for any purpose other than entering or leaving the apartments or the Building. Tricycles, bicycles, baby carriages, or similar vehicles, luggage, laundry, umbrellas, footwear, doormats, etc. are not to be left in any common areas of the Building.
  - (b) Fire escapes shall not be obstructed in any way.
  - (c) No article shall be hung or shaken from the doors, windows, terraces or fire escapes, or placed upon the window sills or fire escapes.
  - (d) All apartment doors must be closed at all times, except when entering or leaving the apartment.
4. Children are not permitted to play in the lobby, common halls, stairways, fire escapes, or elevators. Children must always be accompanied by an adult when in the common areas and must never be left unattended. Employees of the building are not to accompany or attend to any children. Shareholders/Tenants are responsible for their children's compliance with all House Rules and are subject to a \$100.00 fine per infraction.
5. Use of the courtyard adjacent to the building will be restricted to the hours of 8:00 AM to 10:00 PM. No one will be permitted into the courtyard area or around the courtyard perimeter (ledge) after 10 PM. Doormen will be responsible for monitoring the courtyard and its outside perimeter after hours and loiterers will be asked to leave the area. No unattended children are allowed in the courtyard. No one who is not a resident will be allowed in the courtyard unless accompanied by a resident. Failure to abide by these rules are subject to a \$250.00 fine.

6. No common areas shall be decorated or furnished in any manner without the prior consent of the Board of Directors.
7. No awning, window air-conditioning unit or ventilator shall be installed without prior written approval of the Managing Agent. Nor shall anything be projected out of any window of the Building without similar approval.
8. No sign, notice, advertisement, illumination, etc. shall be inscribed or exposed on any window or other part of the Building without the prior written approval of the Managing Agent.
9. No radio or television aerial shall be attached to or hung from the exterior of the Building without the prior written approval of the Managing Agent.
10. No birds or animals shall be fed from any window sill, terrace, fire escape, patio, courtyard, or any other common area of the Building, or sidewalk or street adjacent to the Building.
11. The resident shall keep the windows of the apartment clean. In the case of neglect, cleaning may be done by the Corporation, which will have the right by its officers or authorized agent, to enter the apartment for this purpose and to charge the cost of cleaning to the resident.
12. New York City law requires window guards on each window in an apartment where a child under the age of 10 resides unless the adult resident waives this requirement. If you have young children, contact the Managing Agent to arrange installation. If you do not wish window guards, you are required to sign a waiver to that effect for the Corporation's records.
13. Smoking or the carrying of a lit or smoldering cigarette, cigar, pipe, or other smoking material is prohibited in all common areas of the Building. This includes hallways, stairwells, elevators, laundry room, garage, etc. Failure to comply will result in a \$100.00 fine.

## CHAPTER 10 - LAUNDRY FACILITIES

1. The laundry room is located on the basement level of the Building and is for the use of residents only.
2. The laundry room may only be used between the hours of 8 a.m. and 11 p.m.
3. Take special care not to leave your laundry in the washer or dryer once a cycle is completed. There are many people in the Building and the laundry room must serve all of us.
4. The equipment in the laundry room is provided and maintained by a private concessionaire. Machine instructions are on the machines.
5. The laundry room itself is maintained by our Building Staff.
6. If a machine is not working, or if you lose money, notify the Superintendent.
7. The large sink is provided for residents who need to hand-rinse or hand-wash items which cannot be handled by the machines. Keep this area clean. Do not use the sink for washing painting tools, dyeing, bathing animals, etc.
8. As a courtesy to your fellow residents, be sure to rinse the filters from the washing machines when the cycle is complete.
9. Smoking is prohibited in the Laundry Room.

## CHAPTER 11 - TRASH FACILITIES

1. This Building is equipped with a trash compactor, located in the cellar. Compactor closets, equipped with chutes to the cellar compactor are on each floor. Signs with instructions for the proper use of the compactor are on the door of each closet.
2. As a courtesy to those who share walls with the compactor chute, these chutes are to be used only between 8 a.m. and 11 p.m.
3. The following rules shall be observed with respect to compactor equipment:
  - a. All garbage (with the exception of those items listed in sections c and d below) shall be securely wrapped or bagged in small packages sized to fit easily into the chute. Make sure all garbage goes down the chute.
  - b. Debris should be completely drip-free before it leaves the apartment and carried to the compactor closet in a careful manner in a drip-proof container. DO NOT leave garbage on the closet floor!
  - c. All glass, metal and plastic items shall be cleaned and placed in the appropriate recycle bin. DO NOT put any items on the closet floor.
  - d. No cartons, boxes, crates, sticks of wood, newspapers etc. shall be stuffed into the chute. Newspapers and magazines should be placed in the paper recycle bin. Bulky items such as cartons, boxes, etc. must be taken to the cellar. Contact the Superintendent if you need assistance.
  - e. Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrapping or covers, oil soaked rags, empty paint or aerosol cans or any other inflammable, explosive, highly combustible substances or lighted cigarettes or cigar stubs be thrown in the compactor chute.
  - f. Vacuum cleaner bags must never be emptied into the chute. Dirt, dust, etc. must be wrapped in a securely tied bag and then placed in the chute.
  - g. All diapers must be placed in a tightly sealed bag before being thrown down the chute.

4. The Superintendent should be notified of any compactor closet which is not being kept in a clean, neat manner or of any problems with the compactor, the chute or the closet.
5. Any Shareholder/Tenant who fails to comply with these provisions will be subject to a \$250.00 fine per infraction.

## CHAPTER 12 - PETS

1. No animal may be kept or harbored in the Building without specific permission in writing from the Board of Directors. Any resident who has kept a pet prior to the adoption of these House Rules is permitted to keep the pet. Additional pets shall not be permitted without specific permission in writing from the Board of Directors.
2. Pets are not permitted in any common areas of the Building including the lobby, halls, stairways, elevators, etc., unless carried or on a leash.
3. The resident is responsible for insuring that such a pet does not become a nuisance to other residents. Permission to maintain a pet may be revoked if such a pet becomes a nuisance or danger.
4. Any damage caused by a pet is the financial and legal responsibility of the resident. A fine of \$250.00 will be imposed and it will be the responsibility of the resident to clean the mess, and repair or replace any damaged property.
5. Permission to keep or harbor an animal is subject to all applicable City and State laws.

#### CHAPTER 13 - TERRACES AND PATIOS

1. Residents whose apartments have access to individual terraces or patios are responsible for the upkeep and maintenance of these areas.
2. Terraces and patios are to be kept clear from debris at all times and kept in an orderly manner.
3. Drains are to be kept clear and free from flooding.
4. Plants should be contained in boxes (or wood lined with metal or other material impervious to dampness) which stand on supports at least two inches from the terrace, balcony, or roof surface, and if adjoining a wall, at least three inches from the wall. It is the responsibility of the resident to maintain the containers and the drainage tiles in good operating condition.
5. Terraces should not be confused with fire escape balconies which are to be kept clear of all items at all times.



#### Chapter 14 - Garage

1. All cars must be registered with the Managing Agent. No more than two cars can be registered to one spot.
2. Guests are permitted to park in an owner's spot upon notification of the doorman. Guests are Not allowed to double up behind an owner's spot.
3. There is absolutely No Parking allowed in any area within the garage that is not an assigned and numbered parking space. At no time should any car be parked along the wall or along a column. No car belonging to a tenant should be parked immediately outside the garage door or at the bottom of the driveway ramp.
4. Illegally parked cars will be defined as those not properly registered, or not parked in an official spot. Illegally parked cars will find an illegal parking notice on the windshield. The license plate and model will be noted; and the owner will be charged a penalty of \$100.00 per day. A second illegal parking notice will result in the attachment of an adhesive slicker to the driver's side window Plus the daily penalty. A third violation will result in towing.
5. Subletting of garage spots must be approved by the Board of Directors. Sublets will be permitted only to residents of the building.

## CHAPTER 15- SALE OF APARTMENTS

1. The Board of Directors shall, subject to the terms of the Proprietary Lease, have the sole authority to consider prospective purchasers of apartments. The Board of Directors shall be free in its discretion to approve or disapprove any application for no reason or for any reason. Determinations of the Board of Directors shall, in all cases, be final and binding.
2. A shareholder wishing to sell his apartment shall notify the Managing Agent in writing of his intent to sell, personally delivered or sent certified mail or registered mail, to the Managing Agent as soon as a contract of sale has been entered into.
3. Upon receipt of the notice to sell, the Managing Agent will forward to the shareholder a Purchase Application and all required documents and attachments that are necessary for the prospective purchaser to fill out and/or provide.
4. A copy of these House Rules will accompany every Purchase Application and all purchasers must acknowledge receipt of same.
5. The Board of Directors will only approve prospective purchasers who intend to establish residence in their apartment. No prospective purchaser who intends to use their unit for investment purposes will be approved.
6. Maximum number of occupants allowed in apartments:
  - 1-Bedroom: 3 persons
  - 2-Bedroom: 4 persons
  - 3-Bedroom: 6 persons

Any shareholder who falsely states the number of occupants who will live in any unit will be subject to immediate eviction.

7. The Board of Directors serves the right to impose a \$500.00 penalty upon any Shareholder for attempting to transfer or sell shares without Board approval.

## CHAPTER 16- SUBLETTING

1. The Board of Directors shall, subject to the terms of the Proprietary Lease, have sole authority to consider applications to sublet apartments by shareholders. Determination of the Board of Directors shall, in all cases, be final and binding.
2. A shareholder wishing to sublet his apartment shall notify the Managing Agent, in writing, of his intent to sublet, personally delivered or sent certified or registered mail, no later than 90 days prior to the commencement date of the proposed sublease. The notice shall state the proposed commencement date.
3. Upon receipt of the notice to sublet, the Managing Agent shall forward to the shareholder a sublet application containing all required documents and attachments that are necessary for the shareholder and prospective purchaser to fill out and/or provide.
4. Shareholders are allowed to sublet their apartment for no more than five years. Sublease terms shall not exceed 1 year. A request to renew the sublease (for the same tenant) must be submitted to the Managing Agent 2 months prior to the expiration of the current sublease. Shareholders will be assessed a fee of \$250.00 for each sub-lease, which will be due upon approval of the sub-tenant by the Board of Directors. In addition, a sublet fee of 10% of the monthly maintenance will be charged to the shareholder, and such charge will appear on the monthly maintenance bill.
5. All subtenants will be given a copy of these House Rules and must acknowledge receipt of same. The Board of Directors reserves the right to review all subleases 6 months after it commences and, in its sole discretion, may cancel the sublease if they find that the subtenant is in violation of the House Rules.
6. In the event the Shareholder is in arrears for more than 2 months on the payment of the monthly maintenance, the Board will direct the Managing Agent to collect the rent directly from the subtenant and apply it to the Shareholders arrearages. This action does not waive the right of the Corporation to take appropriate legal action against the Shareholder.

## CHAPTER 17 - RENOVATIONS AND ALTERATIONS

Any Shareholder who wishes to perform any renovations/alterations in their apartment MUST observe the following procedures PRIOR to having any work done:

1. Contact the Managing Agent to request a renovation/alteration agreement;
2. Submit plans for proposed work accompanied by written specifications;
3. Submit a Certificate of Insurance naming the Corporation, Managing Agent and contractor performing the work in the minimum amount of \$1,000,000.00 showing coverage as specified for for any damage/liability sustained to the premises.
4. Shareholder must provide the Managing Agent with the name(s), addressee(s) and professional license number(s) of the contractor(s) whom they propose to retain.
5. After submission of all of the above, the plans will be reviewed by the Managing Agent and the Board of Directors. WORK MAY NOT BE PERFORMED PRIOR TO RECEIVING THE WRITTEN CONSENT OF THE BOARD OF DIRECTORS.

After receiving the written consent of the Board of Directors, the Shareholder must adhere to the following procedures and requirements:

1. Work can only be performed Monday through Friday between the hours of 9 a.m. and 5 p.m.
2. Workers are to remove all debris on a daily basis and keep all common areas broom clean.
3. The Shareholder assumes all responsibility for any damage to public areas and for repairs or replacement.
4. Contractors must use the Service Entrance when they bring materials into the Building. No materials may be brought through the Lobby.
5. No demolition-type power tools such as electric hammers will be permitted at any time. This is to prevent possible damage to the building.

6. No renovations/alterations requiring an amendment of the Building's Certificate of Occupancy will be permitted.
7. Any Shareholder who proceeds with renovations/alterations without prior approval will be fined \$500.00. In addition, the Shareholder may be required to remove any or all of the renovations/alterations and bring the apartment back to its original condition.

#### CHAPTER 18 - MONTHLY MAINTENANCE CHARGES

1. The Proprietary Lease requires that monthly maintenance charges be paid in full on the 1st of each month. A late fee of 10% of the monthly maintenance will be charged for any month's payment which is postmarked after the 15th of the month. The late fee will appear on the next month's maintenance bill.
2. Maintenance checks are NOT to be left with the Superintendent or any other building employee. All checks must be sent via mail.
3. There will be a \$50.00 bounced check fee imposed for any checks that are returned by the bank for ANY reason. The fee will appear on the next month's maintenance bill.

## CHAPTER 19 - SERVICE REQUEST FORMS

1. A Shareholder/Tenant is required to submit a completed Service Request Form if they want any repair work done in their apartment. Service Request Forms are available at the lobby desk.
2. Work will be scheduled on an emergency basis, and depending on the type of work, the Shareholder/Tenant will be billed (see below). Billable jobs will be charged at the rate of \$15.00 per hour with a one-hour minimum.

WHO PAYS - If the Shareholder/Tenant can see it (i.e., a leaky faucet), the responsibility is theirs. If the Shareholder cannot see it (i.e., leaky pipes within the wall), the responsibility is the building's.

The building staff is NOT required to do any non-repair work. Examples of this would be washing of windows, cleaning of air-conditioners, etc. However, if you would like such work to be performed, you must also fill out a Service Request Form and the charge for such services will appear on your next maintenance statement.

## CHAPTER 20 - MISCELLANEOUS

1. No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held without the prior written consent of the Board of Directors or the Managing Agent.
2. The practice of an "open house" showing of an apartment for sale is not permitted. The Superintendent should be notified in writing of the names and addresses of any real estate brokers who have keys to a shareholder's apartment. Only authorized brokers will be admitted into the Building when the shareholder is not present.
3. The Corporation is responsible for the maintenance of the Building structure including principle water, gas and steam pipes, drain pipes, and electrical conduits. If repairs are necessary to any of these, the resident shall notify the Superintendent by completing a Service Request Form available at the front desk.
4. The shareholder is responsible for the maintenance of the interior of the apartment, including the walls. The resident may also be responsible for damage caused to other apartments by leakage or overflow of water or gas from your apartment from any pipe, basin, tub, or other equipment within the apartment. Individual room temperatures are not to be regulated by adjusting regulator valves. Water damage may result unless radiator valves are either completely on or completely off. It is imperative that residents do not make any adjustments to the regulator valves. Service Request Forms may be used to request that the Superintendent make such adjustments.
5. The Agents of the Building, and any contractor or workman authorized by the Building, may enter any apartment at any reasonable hour of the day after giving one day's notice for the purpose of inspecting the apartment for the control of vermin, insects or other pests.
6. Shareholders/Tenants may not install or maintain a washing machine or clothes dryer in any apartment unit. Nor shall they install any heavy or uncommon appliance which, in the sole discretion of the Managing Agent and the Board of Directors, shall overburden the electric, gas, or plumbing lines of the Building.
7. No shareholder, resident or other person may enter or go through the Building for the purpose of canvassing or distributing handbills, advertisements or other materials without prior approval from the Board of Directors. (Solicitations for Girl Scout cookies, Trick-Or-Treating, school fundraising, etc. are allowed!)



## CHAPTER 21 - VIOLATION OF HOUSE RULES

The following procedure will be followed for any and all violations of the House Rules; this applies to Shareholders and Tenants alike.

First Violation - A letter from Management requesting that the violation be corrected and the appropriate fine will be imposed.

Second Violation - The fine doubles and a letter from Management is issued advising of legal action for any additional violations.

Third Violation - The Corporation's attorney will send a letter advising of imminent legal action, i.e. eviction.

Failure to pay a fine will result in immediate legal action.



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February 17, 2004

Shareholder  
Barclay Plaza North Owners, Inc.  
110-11 72<sup>nd</sup> Avenue  
Forest Hills, NY 11375

re: Move-In and Move-Out Fee

Dear Shareholder:

After much deliberation, the Board of Directors Barclay Plaza North Owners, Inc. has agreed to implement a new policy. In an effort to increase revenue for the well-being of the building, the Board of Directors has voted and agreed to this new policy. The new policy in effect requires a \$250.00 non-refundable move-in and move-out fee.

Please be advised that effective March 1, 2004, Barclay Plaza North Owners, Inc. requires that all residents, including existing shareholders, new applicants and tenants/subtenants, who are moving into the building, submit a fee of \$500.00. Once the resident(s) have moved in and the common areas have been inspected for damages, the resident(s) will receive back \$250.00, provided no damage was caused at the time of the move-in. The remaining \$250.00 is non-refundable.

In addition, the same policy will be implemented effective March 1, 2004 pertaining to the move-out procedure. The Board of Directors requires that a \$500.00 fee be submitted by all resident shareholders and subtenants who are moving out of the building. A refundable \$250.00 fee will be returned upon inspection of the building and after ascertaining that no damage was sustained to the building as a result of the move. The remaining \$250.00 is a non-refundable fee.

Thank you for your concern in this matter.

Respectfully,

Kaled Management Corp.

November 7, 2005

Dear Barclay Plaza North Shareholders:

Due to sales of a number of apartments over the past few years, there has been a great increase in demand for parking spaces in the garage of our building. In order to fairly distribute these spaces, the Board of Directors has approved a Resolution formalizing the parking policy at Barclay Plaza North. (A copy of the Resolution is enclosed with this letter.)

Please be assured that the Board of Directors has had extensive discussions regarding this matter and has carefully considered all of the competing interests of our shareholders in adopting this Resolution. Specifically, the Board carefully considered the parking policy that has been used to date in the building and the promises made to current garage users as well as the need to insure that parking spaces will become available for shareholders on the waiting list.

The main points of the Resolution are as follows:

- (i) All shareholders who are currently assigned a parking space will be permitted to use that space for as long as they own their apartments. These same shareholders will also be permitted to transfer their parking space to the buyer of their apartment when they sell it. This transfer of a parking space can only be done one time - all subsequent buyers will be assigned parking spaces pursuant to the waiting list. (Parking spaces assigned to Sponsor apartments may not be transferred to a buyer upon a sale.)
- (ii) All others who want a parking space will be subject to the waiting list. Once a space becomes available, the next person in line on the waiting list will receive the space.
- (iii) No shareholder may be assigned two parking spaces unless everyone on the waiting list has received at least one space. (This does not apply to any shareholders who are already assigned two spaces.)

The reason that shareholders who currently have spaces are given the one-time permission to transfer their spaces to a buyer is that these shareholders were advised that they would have this permission when they were first given use of these spaces.

The reason that the right of transfer must be on a one-time basis is that there will eventually be no parking spaces left for shareholders on the waiting list if every shareholder is permitted to transfer a parking space to each subsequent buyer of their apartment. There are only 38 parking spaces available for 63 apartments. If parking spaces continue to be transferred as if they are "attached" to certain apartments, those apartments will become more valuable than the others, creating an imbalance in the per share value of the cooperative shares. Eventually, this could jeopardize the financial stability of the cooperative corporation.

After much discussion and debate, the Board of Directors has determined that the parking policy that has been adopted is a fair and reasonable way to allocate the limited number of parking spaces available in the building.

We thank you for your cooperation and understanding in this matter.

The Board of Directors, Barclay Plaza North, Inc.

RESOLUTION OF THE BOARD OF DIRECTORS  
BARCLAY PLAZA NORTH, INC.

WHEREAS, the cooperative corporation Barclay Plaza North, Inc. (the "Corporation") owns and maintains garage space in the basement level of the Corporation's premises at 110-11 72<sup>nd</sup> Avenue, Forest Hills, New York; and

WHEREAS, the Board of Directors of the Corporation has a fiduciary responsibility to promulgate rules to protect shareholders' investments in the property and to secure the long term financial stability of the Corporation; and

WHEREAS, there is a need to formalize the policy by which parking spaces are allocated in the Corporation's garage to provide a fair and equitable distribution of such spaces and taking into account the Corporation's past policies and future interests in this regard;

NOW THEREFORE, BE IT RESOLVED THAT

- 1) Shareholders who have been assigned use of a parking space in the Corporation's basement garage as of the date of this Resolution (except sublet spaces or spaces assigned to Sponsor apartments) shall be permitted to use such garage space, subject to payment of a specified monthly fee and in compliance with Corporation rules. In addition, upon sale of such shareholders' apartment, the shareholder(s) shall be permitted to transfer the parking space to the buyer. Only one parking space may be transferred upon sale of an apartment.
- 2) All other shareholders and residents of the Corporation who are assigned use of a parking space after the date of this Resolution shall be assigned parking spaces in the basement garage subject to their position on a waiting list. The waiting list shall be on a "first come, first served" basis. All shareholders shall be permitted to see an updated copy of the waiting list upon request.
- 3) Upon sale of a Sponsor apartment, any parking space assigned to such unit shall become available to be assigned pursuant to the waiting list.
- 4) No shareholder (or joint shareholders in one apartment) shall be permitted the use of two parking spaces unless all shareholders on the waiting list have been granted the use of one parking space. (This provision shall not apply to any shareholders who have already been assigned two spaces as of the date of this Resolution.)

The foregoing Resolution was adopted by the Board of Directors of Barclay Plaza North, Inc. at a duly held meeting of the Board on August 16, 2005.

The Board of Directors, Barclay Plaza North, Inc.

RESOLUTION OF BARCLAY PLAZA NORTH OWNERS INC.

The undersigned hereby certifies that the following resolution was adopted by the Board of Directors of Barclay Plaza North Owners Inc. at a meeting held on Tuesday, January 13, 2015 and is hereby resolved that the House Rules be amended as follows:

*"Barclay Noise/Carpeting Resolution"*

*House rule Chapter 8.3 states that 80% of the floors must be covered with rugs or carpeting or equally efficient noise-reducing material (not including kitchens, bathrooms, closets or foyers).*

*If you receive a carpet inspection letter from management you have 5 business days to allow access for inspection. Failure to set up inspection will result in a fine of \$100 per month.*

*During inspection, if the shareholder is found to be deficient in having 80% of floor carpeted, management will give the shareholder 30 days to comply. Failure to comply within 30 days will result in a fine of \$100 per month.*

*After 3 months of non-compliance, the fines will continue and the matter will be sent over to the building's attorney to resolve. Any attorney expenses will be the responsibility of the shareholder not in compliance with the house rules.*

*Residents must also abide by House Rule Chapter 8.1 regarding noise between the hours of 10:00 pm. and 8:00 am. Failure to comply may result in a fine of \$100."*

BARCLAY PLAZA NORTH OWNERS INC.

By: \_\_\_\_\_

President  
Stephen Fink

State of New York )  
County of ~~Queens~~ Nassau

On the 28 day of January 2015 before me personally came Stephen Fink, to me known, who being by me duly sworn, did depose and say that he resides at 110-11 72<sup>nd</sup> Avenue Forest Hills, NY 11375 that he is the President of the Barclay Plaza North Owners Inc. a New York Corporation, the corporation described in and which executed the foregoing resolution; that he knows the seal of the said corporation and that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

Susan M. Rubin  
Notary Public, State of New York  
No. 01RU5046858  
Qualified in Suffolk County  
Commission Expires July 17, 2015

RESOLUTION OF THE BOARD OF DIRECTORS  
BARCLAY PLAZA NORTH, INC.

WHEREAS, the cooperative corporation Barclay Plaza North, Inc. (the "Corporation") owns and maintains garage space in the basement level of the Corporation's premises at 110-11 72<sup>nd</sup> Avenue, Forest Hills, New York; and

WHEREAS, the Board of Directors of the Corporation has a fiduciary responsibility to promulgate rules to protect shareholders' investments in the property and to secure the long term financial stability of the Corporation; and

WHEREAS, there is a need to formalize the policy by which parking spaces are allocated in the Corporation's garage to provide a fair and equitable distribution of such spaces and taking into account the Corporation's past policies and future interests in this regard;

NOW THEREFORE, BE IT RESOLVED THAT

- 1) Shareholders who have been assigned use of a parking space in the Corporation's basement garage as of the date of this Resolution (except sublet spaces or spaces assigned to Sponsor apartments) shall be permitted to use such garage space, subject to payment of a specified monthly fee and in compliance with Corporation rules. In addition, upon sale of such shareholders' apartment, the shareholder(s) shall be permitted to transfer the parking space to the buyer. Only one parking space may be transferred upon sale of an apartment.
- 2) All other shareholders and residents of the Corporation who are assigned use of a parking space after the date of this Resolution shall be assigned parking spaces in the basement garage subject to their position on a waiting list. The waiting list shall be on a "first come, first served" basis. All shareholders shall be permitted to see an updated copy of the waiting list upon request.
- 3) Upon sale of a Sponsor apartment, any parking space assigned to such unit shall become available to be assigned pursuant to the waiting list.
- 4) No shareholder (or joint shareholders in one apartment) shall be permitted the use of two parking spaces unless all shareholders on the waiting list have been granted the use of one parking space. (This provision shall not apply to any shareholders who have already been assigned two spaces as of the date of this Resolution.)

The foregoing Resolution was adopted by the Board of Directors of Barclay Plaza North, Inc. at a duly held meeting of the Board on August 16, 2005.

The Board of Directors, Barclay Plaza North, Inc.

RESOLUTION OF BARCLAY PLAZA NORTH OWNERS INC.

The undersigned hereby certifies that the following resolution was adopted by the Board of Directors of Barclay Plaza North Owners Inc. at a meeting held on Tuesday, January 13, 2015 and is hereby resolved that the House Rules be amended as follows:

*"Barclay Noise/ Carpeting Resolution*

*House rule Chapter 8.3 states that 80% of the floors must be covered with rugs or carpeting or equally efficient noise-reducing material (not including kitchens, bathrooms, closets or foyers).*

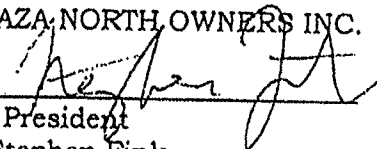
*If you receive a carpet inspection letter from management you have 5 business days to allow access for inspection. Failure to set up inspection will result in a fine of \$100 per month.*

*During inspection, if the shareholder is found to be deficient in having 80% of floor carpeted, management will give the shareholder 30 days to comply. Failure to comply within 30 days will result in a fine of \$100 per month.*

*After 3 months of non-compliance, the fines will continue and the matter will be sent over to the building's attorney to resolve. Any attorney expenses will be the responsibility of the shareholder not in compliance with the house rules.*

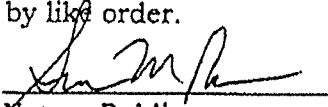
*Residents must also abide by House Rule Chapter 8.1 regarding noise between the hours of 10:00 pm. and 8:00 am. Failure to comply may result in a fine of \$100."*

BARCLAY PLAZA NORTH OWNERS INC.

By:   
President  
Stephen Fink

State of New York )  
County of ~~Queens~~ Nassau

On the 28 day of January, 2015 before me personally came Stephen Fink, to me known, who being by me duly sworn, did depose and say that he resides at 110-11 72nd Avenue Forest Hills, NY 11375 that he is the President of the Barclay Plaza North Owners Inc. a New York Corporation, the corporation described in and which executed the foregoing resolution; that he knows the seal of the said corporation and that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

  
Notary Public

Susan M. Rubin  
Notary Public, State of New York  
No. 01RU5046858  
Qualified in Suffolk County  
Commission Expires July 17, 2015



RESOLUTION OF Barclay Plaza North Owners Inc.

The undersigned hereby certifies that the following resolution was adopted by the Board of Directors of Barclay Plaza North Owners Inc. at a meeting held on August 14, 2018.

*"In accordance with New York City's newly enacted Local Law 147/2017 please be advised the Board of Directors has approved the attached no smoking policy and it has been added to the House Rules"*

*The Board has unanimously approved this resolution.*

Barclay Plaza North Owners Inc.

By: Billy Choi  
Secretary

State of New York )  
County of Queens )

On the 14<sup>th</sup> day of August 2018 before me personally came Billy Choi, to me known, who being by me duly sworn, did depose and say that he resides at 110-11 72<sup>nd</sup> Ave. Forest Hills NY 11375 that he is the Secretary of Barclay Plaza North Owners Inc, a New York Corporation, the corporation described in and which executed the foregoing resolution; that he knows the seal of the said corporation and that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order.

Susan M. Rubin  
Notary Public

SUSAN M. RUBIN  
Notary Public, State of New York  
No. 01811648000  
Qualified in Suffolk County  
Commission Expires July 17, 2019

Barclay Plaza North Owners Inc.

110-11 72<sup>nd</sup> Avenue  
Forest Hills, NY 11375

July, 2018

Dear Shareholders/Residents:

Barclay Plaza North Owners Inc. 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.

Barclay Plaza North Owners Inc. 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.

## 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