

BIRCHWOOD ON THE GREEN OWNERS CORP.

c/o Kaled Management Corp.
7001 Brush Hollow Road Suite 200
Westbury, NY 11590

APARTMENT RESALE APPLICATION

REQUIRED DOCUMENTS (1 Original, Single Sided Only). Mail completed application to:

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

1. Fully executed Contract of Sale. 10% down payment required at Contract signing.
2. If purchase is being financed, 90% is permitted. Copy of Mortgagee's Signed Commitment Letter is required.
3. Three (3) written letters of recommendation (may not be from applicant's family). Of the 3 required letters of recommendation 1 must be a business reference on Letterhead.
4. Copies of complete IRS tax form 1040 for the last three (3) years as well as W-2 forms for three (3) years. If self-employed, please include your business returns or financial statements. Do not staple & single side copies only.
5. 3 Current Pay Stubs (must be consecutive) - Verification of present salary from current employer (year-to-date pay stub, etc.). In the event that your salary has not remained constant or has decreased within the last six (6) months, we require a verification of your salary for the prior six (6) month period as well.
6. Copies of all complete bank statements for previous three (3) consecutive months.(savings, checking, 401K etc.).Do not staple & single side copies only.
7. Credit Check Authorization and Criminal Check Authorization (must be signed and have at least a 700 credit score).
8. Lead paint disclosure (make sure it is signed and initialed by both seller and purchaser with current dates).
9. Carbon Monoxide Affidavit must be signed and notarized by both seller and applicant.
10. Signed Agreement to House Rules
11. Photocopy of State issued driver's license or State issued non-driver ID.
12. Homeowners Insurance must be provided at closing.

Do not staple any documents and only single side copies

Any application that is not complete will not be submitted and will be returned to applicant.

***Please remove Social Security #'s from all documents except Credit and Criminal Authorization.
Please allow three (3) weeks for processing.**

BIRCHWOOD ON THE GREEN OWNERS CORP.

FEES DUE FROM PURCHASER WITH APPLICATION:

1. Non-refundable processing fee of \$600.00 payable to Kaled Management Corp., Certified Check or Money Order only.
2. Non-refundable Credit Check fee of \$150.00 per person (except if married couple) payable to Kaled Management Corp., Certified Check or Money Order only (at least 700 credit score is required).
3. Non-refundable Recognition Agreement fee of \$200.00 (if getting a mortgage) payable to Kaled Management Corp. Certified Check or money order only.
4. If you have a pet(s), a picture of your pet(s) must be attached to the application. A \$50.00 pet registration fee must be submitted with application. There is a \$10.00 pet fee per month that will appear on your monthly maintenance statement.
5. Other miscellaneous fees may apply
6. Homeowners Insurance must be provided at closing

FEES DUE AT CLOSING:

1. Transfer tax fee equal to \$.05 per share payable to Kaled Management Corp. (Seller)
2. Closing fee of \$600.00 (closing at office of Kaled Management Corp.) payable to Kaled Management Corp. All checks must be Attorney Escrow, certified check, bank check or money order. (Seller)
3. \$100.00 for closing attendance fee payable to Barbara Robertson (Purchaser)
4. \$100.00 for closing attendance fee payable to Barbara Robertson (Seller)

RESALE PROCEDURE

Submit all required documents to Managing Agent with application, credit check and processing fees. Please be sure credit authorization is signed.

PLEASE NOTE: THE AZTECH DOCUMENT SYSTEMS, INC. FORM OF RECOGNITION AGREEMENT IS THE ONLY ONE ACCEPTABLE TO THE COOPERATIVE

ANY APPLICATION THAT IS NOT COMPLETE WILL NOT BE SUBMITTED. THERE ARE NO EXCEPTIONS.

Please be further advised that as a result of the documents submitted by you to the Board, it may be necessary that additional documentation may be requested.

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

Accordingly, you will be advised when your application is deemed complete for The Board's consideration.

BIRCHWOOD ON THE GREEN OWNERS CORP.

A personal interview will be required for all new purchasers. **All individuals expecting to live in the apartment must appear at the Board interview, including children.** You will be notified of the date, time and place for such interview.

Apartments will be subject to the following guidelines:

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

In the event that the Board does not enforce any provisions respecting applications to transfer shares, you are further advised that same does not constitute a waiver of any rights of the Board and the Cooperative Corporation.

The interview meeting is held once a month. We shall endeavor to process your application as soon as possible after all requested information and documentation has been furnished. If you have any questions with regard to the foregoing, please contact Barbara Robertson at (516) 876-4800 x 340.

If applicant does not have a United States Passport, Copies of documents showing legal status, and/or proof of citizenship, including a social security card, as well as a copy of the first 2 pages of their passport, must be provided. All applicants must submit photo I.D. (Drivers License, etc.)

In the event you intend to sublet your apartment please be advised that a sublet fee of 18% of the annual market rent collected from your prospective subtenant is to be paid by the Shareholder at time of application.

BIRCHWOOD ON THE GREEN OWNERS CORP.

SALES REQUIREMENTS
APPLICATION PACKAGE CHECKLIST:

1. Purchase Application _____
2. Annual Financial Statement _____
3. Asset and Liability Statement (with applicable schedules completed) _____
4. Monthly Income and Expense Statement _____
5. Copy of **Signed** Contract of Sale (Blumberg Contract Preferred by Board)
(10% down required at Contract signing) _____
6. If financing, a copy of signed Mortgage Commitment and Application
If purchase is being financed 90% is permitted (No pre-approval letter) _____
7. Reference Letter from Previous Landlord _____
8. Three (3) Letters of Reference. Two (2) Personal and One (1) Business _____
9. Copy of W-2 forms for prior three (3) years,
along with three (3) years complete IRS 1040 Tax Filings _____
10. 3 Current Pay Stubs (must be consecutive) _____
11. Letter from Employer indicating length of employment and salary
(on Employer Letterhead) _____
12. Aztech Form of Recognition Agreements if sale is being financed _____
(3 Originals)
13. Bank balance confirmation letter – must have bank stamp/seal and copies
of your latest complete Bank statements (3 months) _____
14. Lead Paint Rider Signed and Initialed by both parties _____
15. Carbon Monoxide Affidavit Notarized for both seller and purchaser _____
16. Signed Agreement to House Rules _____
17. Homeowners Insurance must be provided at closing _____
18. Photocopy of State issued driver's license or State Non-Driver's ID _____

***Please remove Social Security #'s from all documents except Credit and Criminal Authorizations
Please allow three (3) weeks for processing.**



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

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

EMAIL: INFO@KALED.COM

IMPORTANT INFORMATION REGARDING YOUR SOCIAL SECURITY NUMBER

PROTECTING YOUR PRIVACY

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

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

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

If you have any questions please contact the Management Office.

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

BIRCHWOOD ON THE GREEN OWNERS CORP.

PURCHASE APPLICATION

Application is herewith submitted for the purchase of _____ shares of common stock of Birchwood on the Green Owners Corp., and for the right of residency in Address _____ Apartment # _____.

Seller's Name(s): _____

Seller's SSN(s): _____

Telephone Numbers Home: (____) _____ Work: (____) _____

Seller's Attorney: _____

Name of Firm/Address: _____

Telephone/Fax Number: (____) _____ (____) _____

Purchaser's Name: _____

Co-Applicant (if applicable): _____

Social Security Number (s): _____

Address: _____

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

Email Applicant #1 _____ Email Applicant #2 _____

Employer's Name: _____

Address: _____

Occupation: _____

Length of Employment: _____

Present Amount of Monthly Rent: _____ Mortgage: _____

BIRCHWOOD ON THE GREEN OWNERS CORP.

Name of Landlord and Telephone #: _____ () _____

Length of Residency: _____

Reason for Leaving: _____

Purchaser's Attorney: _____

Name of Firm/Address: _____

Telephone/Fax Number: _____ () _____ / () _____

Broker Involved: _____ Telephone # _____

List all names of the people that will be occupying the Apartment:

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

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Does the Purchaser wish to maintain any pets? _____ If so, please specify: _____

One (1) dog, the fully grown weight must not exceed 30 pounds or Two (2) Indoor Cats Permitted.

MAKE and YEAR of AUTOMOBILE:

<u>MAKE</u>	<u>YEAR</u>	<u>LICENSE PLATE #</u>	<u>STATE</u>
-------------	-------------	------------------------	--------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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

Instructions for Completion of Financial Statement

NOTE:

This form, with the exception of "PROJECTED EXPENSES MONTHLY" is to be completed based upon your current situation, not assuming ownership of the co-op.

The "PROJECTED MONTHLY EXPENSES" is to be completed based on co-op ownership and includes other monthly liabilities that you will continue to pay off.

ASSETS:

Include the current value for each of the items listed if applicable. If there is a co-applicant include that person's information in the separate column. For jointly held accounts, include the amounts in the applicant column.

Contract Deposit is the amount you put as a down payment on the co-op you wish to purchase.

LIABILITIES:

Liabilities are monies that you owe to others, banks relatives, employers, etc.

Notes Payable are unsecured debt. Include the amounts you currently owe.

Installment Accounts payable represent either car loans or credit card balances. Include the total amount owed as of the current date.

The other categories are fairly explicit. Complete the applicable sections.

SOURCE OF INCOME:

Use ANNUAL AMOUNTS.

Include the gross amount for Base Salary/Overtime Wages/Bonus and Commissions/Interest and Dividends. This is the amount before any deductions are taken for FICA, Income Taxes, Health Insurance Premiums and Pension Plans. If there is a co-applicant include that person's information in the separate column.

Real Estate Income includes any rental payments you receive and should be recorded at net. All rental expenses that you pay should be deducted from the income.

Other Income includes Alimony and Child Support.

CONTINGENT LIABILITIES: Include the total amount for the applicant and co-applicant combined. Answer questions for each of the applicants. If yes to any indicate which.

PROJECTED EXPENSES:

Use MONTHLY AMOUNTS.

These are anticipated expenses for ownership of the co-op in addition to actual current monthly payments on debt.

GENERAL INFORMATION:

Name Banking Institutions and balances in regard to applicant and co-applicant.

FINANCIAL STATEMENT

Name (s) _____

Address _____

The following is submitted as being a true and accurate statement of the financial condition of the undersigned on the _____ day of _____

ASSETS			LIABILITIES		
	Applicant	Co-Applicant		Applicant	Co-Applicant
Cash in banks			Notes Payable:		
Money markets Funds			To Banks		
Contract Deposit			To Relative		
Investments: Bonds & Stocks			To Others		
-see schedule			Installment Accounts Payable:		
Investment in Own Business			Automobile		
Accounts and Notes Receivable			Other		
Real Estate Owned - see schedule			Other Accounts Payable		
Year Make			Mortgages Payable on Real		
Automobiles:			Estate - see schedule		
Personal Property & Furniture			Unpaid Real Estate Taxes		
Life Insurance			Unpaid Income Taxes		
Cash Surrender Value			Chattel Mortgages		
Retirement Funds/IRA			Loans on Life Insurance Policies		
401K			(Include Premium Advances)		
KEOGH			Outstanding Credit Card Loans		
Profit Sharing/Pension Plan			Other Debts - itemize		
Other Assets			TOTAL LIABILITIES		
TOTAL ASSETS			NET WORTH		
COMBINED ASSETS					
SOURCE OF INCOME			COMBINED		
	Applicant	Co-Applicant			
Base Salary			CONTINGENT LIABILITIES		
Overtime Wages			As Endorser or Co-maker on Notes	\$	
Bonus & Commissions			Alimony Payments (Annual)	\$	
Dividends and Interest Income			Child Support	\$	
Real Estate Income (Net)			Are you defendant in any legal action?		
Other Income - itemize			Are there any unsatisfied judgments?		
TOTAL			Have you ever taken bankruptcy? Explain:		
GENERAL INFORMATION					
	Applicant	Co-Applicant	PROJECTED EXPENSES / MONTHLY		
Personal Bank Accounts at					
			Maintenance		
Savings & Loans Accounts at			Apartment Financing		
			Other Mortgages		
			Bank Loans		
Purpose of Loan			Auto Loan		
			TOTAL		

SCHEDULE OF BONDS AND STOCKS

Amount of Shares	Description (Extended Valuation in Column)	Marketable Value	Non-Marketable Value

SCHEDULE OF REAL ESTATE

Description and Location	Cost	Actual Value	Mortgage Amount	Maturity Date

SCHEDULE OF NOTES PAYABLE

Specify any assets pledged as collateral, including the liabilities they secure:

To Whom Payable	Date	Amount	Due	Interest	Pledged as Security

The foregoing application (pages 1 through 5) has been carefully prepared, and the undersigned hereby solemnly declare(s) and certify(s) that all the information contained herein is true and correct.

Date _____

Signature _____

Date _____

Signature _____

ESTIMATED MONTHLY INCOME and EXPENSES

		<u>Applicant #1</u>	<u>Applicant #2</u>
Monthly Net Income (take home)*:	Wages/Salary	_____	_____
*After taxes & FICA			
	Investment Income	_____	_____
	Alimony/Child Support	_____	_____
	Total Monthly Income:	_____	_____
Monthly Expenses:	Mortgage & Maintenance	_____	_____
	Loans (Student/Auto/Bank)	_____	_____
	Auto/Fuel	_____	_____
	Parking	_____	_____
	Utilities (electric/cable)	_____	_____
	Telephone(Home/Cell)	_____	_____
	Insurance(Auto/Home/Life)	_____	_____
	Groceries	_____	_____
	Commutation	_____	_____
	Entertainment	_____	_____
	Credit Card/ATM Expenses	_____	_____
	Miscellaneous	_____	_____
	Total Monthly Expenses:	_____	_____
	Net Income After Expenses:	_____	_____

BIRCHWOOD ON THE GREEN OWNERS CORP.

The undersigned has (have) filled out this application and understands that the information contained herein and all other information submitted or furnished to the Board of Directors is essential in considering this application. The undersigned does hereby authorize the Board to verify and exchange information on me (us) including but not limited to requesting reports from credit reporting agencies and any entity named in this application and/or documents submitted or furnished to the Board of Directors.

The undersigned does hereby certify that he/she/they has/have read the Cooperative Corporation's Offering Plan, By-laws and House Rules and any amendments hereto, that he/she/they understand and will fully comply with same.

Date: _____

Signature of Purchaser

Signature of Purchaser

I (We) consent to submission of this application and do hereby apply to the Board of Directors for approval for the transfer of my (our) shares in the Cooperative Apartment.

Date: _____

Signature of Seller

Signature of Seller

NOTE: **If a Power of Attorney is going to be used in this transaction the Cooperative's Attorney requires that he be notified and that he be furnished with a copy of the executed Power of Attorney prior to closing.**

Release of Information Authorization

Authorization to obtain Criminal, Credit/Litigation Report

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

I hereby release the individual, company or institution and all individuals connected therewith from all liability for any damage whatsoever incurred in furnishing such information.

Print Name:_____

Date of Birth:_____

Signature:_____

Social Security #:_____

Print Name:_____

Date of Birth:_____

Signature:_____

Social Security #:_____

Address:_____

City:_____

State:_____ Zip Code:_____

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

CREDIT CHECK AUTHORIZATION

Name: _____
Print Name

Name: _____
Print Name

Date of Birth: _____

Date of Birth: _____

Social Security Number: _____

Social Security Number: _____

Home Address: _____
Last Seven (7) Years

In connection with my purchase/sublet of the above 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 in 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

Date

Signature

Date

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

Lead Warning Statement

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

Lessor's Disclosure

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

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

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

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

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

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

Lessee's Acknowledgment (Initial)

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

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

Agent's Acknowledgment (Initial)

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

Certification of Accuracy

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

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

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

State of New York)

) SS

County of)

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

Street Address

Unit/Apt.

Borough

New York, _____

Block _____

Lot (the "Premises")

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

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

Name of Grantor (Type or Print)

Name of Grantee (Type or Print)

Signature of Grantor

Signature of Grantee

Sworn to before me
This ____ date of ____ 20__

Sworn to before me
This ____ date of ____ 20__

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

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



BIRCHWOOD ON THE GREEN OWNERS CORP. HOUSE RULES

Birchwood On The Green Owners Corp.
2800 Wilshire Lane
Oakdale, NY 11769

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WELCOME

Dear Shareholder/Resident:

Welcome to the Birchwood on the Green Owners Corporation.

As a Shareholder/Resident, we ask that you follow the Co-Op House Rules described here and those found in your Proprietary Lease that also includes the Co-Op By-Laws.

We encourage you to become involved in your community by coming to our Annual Shareholder Meeting that is held in May of each year. This meeting is where we elect Board officers, discuss our finances, projects and share information and concerns. We encourage you to share your ideas that will support our ongoing mission to improve on our quality of life. You can leave your ideas and any questions or concerns using the mailbox located outside the Maintenance Department, or you can email them to the Management Company through our website www.birchwoodonthegreen.com. Your active participation is appreciated.

On behalf of the entire community, welcome and enjoy your new home here at Birchwood on the Green. If you have any questions concerning the House Rules contained herein, please call Kaled Management.

Regards,

Board of Directors

SUFFOLK COUNTY SMOKING LEGISLATION

Birchwood on the Green Owners Corp. hereby gives notice to all residents and Shareholders of the Co-Op's smoking policy pursuant to Suffolk County Smoking Regulation, Chapter 754.

§ 754-3. Limitations and restrictions. * * * U. Smoking is prohibited in common areas of multiple-dwelling buildings, [and] within 50 feet of a multiple-dwelling building[.], and within 50 feet of any outdoor ventilation intake, including but not limited to ventilation intakes located on balconies, patios, or any exterior portion of an individual unit which is within the 50-foot radius.

Common Areas

Every enclosed or unenclosed area of a multiple dwelling building that resident of more than one unit are entitled to enter or use, including but not limited to halls, pathways, lobbies, courtyards, elevators, stairs, community rooms, playgrounds, gym facilities, swimming pools, restrooms, laundry rooms, cooking areas, eating areas and meeting rooms.

This policy does not affect the private dwelling units within each building. However, residents are reminded to be courteous to their neighbors and limit the transmission of secondhand smoke from their dwelling units.

CONTACT INFORMATION

Maintenance Office (Superintendent)..... 631-589-4225
Kaled Management Corporation (Property Manager) 516-876-4800
Kaled Management Corporation (Emergencies) 800-207-0392
Emergencies: (Fire and Police) 911
Non-Emergencies:
- West Sayville Oakdale Fire Department 631-567-9464
- SCPD Fifth Precinct (Patchogue) 631-852-6000
Hercules Laundry 800-526-5760
Co-op website: www.birchwoodonthegreen.com

****Please report any suspicious activity directly to the Suffolk County Police Department and provide a copy of the police report to the Property Manager. If You See Something, Say Something.**

Local Area Contact Information

Bayard Cutting Arboretum 631-581-1002
website: bayardcuttingarboretum.com
Bayway Arts Center 631-226-8400
website: www.studiotheatrelongisland.com
Byron Lake Pool 631-472-7043
Connetquot Public Library 631-567-5079
website: connetquotlibrary.org
CM Performing Arts Center 631-218-2810
website: cmpac.com
LIRR 511
website: new.mta.info/agency/long-island-rail-road
Long Island MacArthur Airport 631-467-3210
website: islipny.gov
Patchogue Theater for the Performing Arts 631-207-1313
website: patchoguetheater.org
Sayville Movie Theater 631-589-0232
website: sayvilletheater.com
Town of Islip Assessors Office (STAR Program) 631-224-5585
email: assessorsoffice@islipny.gov
website: islipny.gov/departments/assessor

HOUSE RULES

INTRODUCTION

The By-Laws give the Board of Directors the authority to publish community rules governing the use of the common areas and units as well as the personal conduct of the residents as deemed necessary for the health, safety and convenience of the community. These rules and regulations are referred to as the House Rules. The House Rules shall be considered part of the Proprietary Lease and the breach of the House Rules shall be deemed a default under the Proprietary Lease. We encourage you to read and become familiar with our House Rules, as well as the provisions of the By-Laws which govern the cooperative.

AMENDMENTS TO HOUSE RULES

The Board of Directors may amend, alter or repeal the current House Rules, or adopt new House Rules, from time to time without any prior notice to the residents (or prospective residents who are under contract). Any changes to the House Rules will be furnished to each resident, as required by the By-Laws.

Except where identified separately (e.g., as a Shareholder), Lessee shall mean Shareholder and/or renter and Corporation and/or Co-Op shall mean Birchwood on the Green Owners Corp.

House Rules Amended April, 2023

Any Lessee found to be in violation of any or all of the House Rules subject themselves to fines and penalties set forth at the discretion of the Board of Directors, as well as termination of the Proprietary Lease.

AIR CONDITIONERS

Permitted:

- Portable air conditioners
- Window fans
- Junior one-bedroom units: wall bedroom units are permissible with Board approval. Please refer to Wall Mounted Air Conditioners.

Prohibited:

- Window air conditioners

APPROPRIATE BEHAVIOR

All Shareholders/residents must act in a responsible appropriate manner towards other residents, the maintenance staff, our contractors and the Board of Directors. Unacceptable behavior will result in a fine. Contact the Management Company with any issues.

BARBECUE GRILLS

Lessees with a patio or balcony are permitted to have UL approved electric barbecues. The use of BBQ grills, propane BBQ grills, fire pits and devices with open flame capability of any kind, including tiki torches, etc. are strictly prohibited PER FIRE MARSHALL.

BICYCLE STORAGE ROOM

The bicycle storage room is located in the basement of the Falmouth building (3601-3612). Bicycles should be locked when stored. **Storage is at the Shareholder's own risk.**

BILLABLE MAINTENANCE FEES

The Maintenance Department will perform specific repairs for a Shareholder. The Shareholder is responsible for the fee for any needed part(s) prior to commencing work. If approved, the fee will be added to the Shareholder's maintenance fee.

Examples of billable fees:

- Plumbing line repair outside of the wall
- Sink or drain clog
- Assembly part(s) for commode tank
- Shower head or faucet repair
- Light bulbs (LED) replacement(s)
- Electrical outlet receptacle and circuit breakers replacement
- Closet door track replacement
- Thermostat repair or replacement.
- Window, storm door or slider screen replacement

CHILDREN'S PLAY AREAS

Children are permitted to play in the courtyards and playground **under (ADULT) supervision only**. For their own safety, children are not permitted to play in the street, parking lots, the Party Room area, storage rooms, laundry rooms, or stair areas. All toys and bikes are to be removed at the end of each day from the common grounds, unit entryways, and stored properly.

COMMON GROUNDS: (includes courtyards, rear building lawns, areas containing bushes and/or shrubs, walkways, sidewalks, stoops.)

- No motor scooters, bicycles, scooters, strollers, baby carriages, toys or other wheeled items shall be left unattended on common grounds.
- No vehicles are permitted on the common grounds (including delivery trucks/vans).
- Tents, sun covers, tables, chairs are not permitted in courtyards for any kind of congregation, meeting, party, get-together or the like. This includes yard sales, unless approved by the Board of Directors.
- Common grounds are not to be used for storage of personal items. Residents are to use the designated basement storage room, or the unit patio or balcony.
- Shopping carts of any kind are not to be stored on or near stoops or in the front or rear gardens.
- While sitting on common grounds we ask that you please respect your neighbors' right to privacy and quiet by not:
 - blocking walkways or other residents' entrances
 - congregating in groups in front of other resident's units
 - leaving lawn chairs unattended.
- Portable pools are not permitted on the common grounds or on patios/balconies.
- Written approval by the Board of Directors is required prior to removing bushes from a unit front entrance common area or back patio common area. Replacement bushes must be approved by the Board and paid for by the Shareholder that is responsible for the care of newly purchased bushes. Patio bushes are not to exceed 7 ft in height. All other bushes are not to exceed window sill height. Arborvitae bushes are not permitted.
- Landscaping borders must not be altered in any way. All plants and shrubs must not extend beyond the garden perimeter and must not extend onto the walkway.

COMPLAINTS

Complaints regarding the service of the buildings should be made in writing to the Management Company. Your name and unit number must be included with the complaint.

CORPORATION'S ACCESS TO UNIT

With reasonable notice to Lessee, the Corporation, or its authorized agent, may enter the unit to carry out inspection and maintenance of the common elements of the Corporation (such as inspection of windows, floors, shower supply, gas connection to oven, smoke and carbon monoxide detector, etc.). Lessee is required to grant access for the purpose of such inspection, to perform repairs or make improvements. Lessee's refusal may be deemed a default under the Proprietary Lease.

Without advance notice to Lessee, the Corporation, or its authorized agents, may enter the unit if emergency repairs are urgently needed to prevent damage to the property or to prevent injury to persons. For example, the Corporation would have the right to enter the unit if there was smoke, water or gas coming out of the unit. The Lessee is responsible for any damage to the unit entry door due to the Corporation not having a key or key pad code to gain access during an emergency.

DELIVERIES

All packages are to be delivered directly to the Shareholder's unit. The Maintenance Department will not accept any deliveries for Shareholders.

DISPOSAL OF LARGE ITEMS

Lessees are responsible for the disposal of all large items including appliances and furniture. The Maintenance Department will assist in disposing of large items for a \$10 fee.

FRONT ENTRANCE RAILING

Shareholders are permitted to install a front entrance railing. The railing must be white PVC. This includes the replacement of an existing black wrought iron railing. Shareholders are responsible for submitting a request with the type railing to be installed to the Board of Directors for approval.

GROUP TOURS & AUCTIONS

No group tour or exhibition of any unit or its contents shall be conducted, nor shall any auction sale be held in any unit without notification to the Board of Directors and obtained written approval by the Board.

INSURANCE

Shareholders are required to maintain homeowner's/rental insurance for the interior of their unit and personal contents. A copy of the policy Declarations page must be provided to the Management Company upon renewal each year.

IN-UNIT

- The maximum number of residents per unit is as follows:

Studio/Junior One Bedroom	Two occupants
Deluxe One Bedroom	Two adults, plus one child
Two Bedrooms	Three adults and one child – OR – two adults and two children
- Waterbeds are not permitted in the Lessee's unit.

- It is required that 80% of the floors of each unit (first and second floors) should have padded rugs or carpeting. Entry staircases must be covered with carpeting or equally effective noise reducing material.

IN-UNIT WASHER/DRYER

Requests to install an in-unit washer/dryer must be submitted along with the required forms and additional paperwork to the Management Company for review and initial approval. The Board of Directors will provide final approval. The alteration checklist and agreement are available through either the Management Company or can be downloaded at www.birchwoodonthegreen.com.

Shareholders Responsibility

1. Insurance: Proof of current cooperative/renters' insurance by including a copy of the current Declarations page as part of the required paperwork.
2. Noise/vibrations: The Shareholder is responsible to ensure that the washer/dryer unit is installed according to code and in a location so that neighboring units do not experience any undue noise or vibrations or water intrusions. This will require the installation of a rubber pad and properly spacing a unit away from walls or from under counter tops. The Shareholder accepts all responsibility and expense for resolving issues involving undue noise or vibrations that may include the removal of the unit. The hours of in-unit operation are from 9 AM to 9 PM. Adherence to these hours is appreciated so that your neighbors may enjoy a quiet environment.
3. Damage to unit(s): any damages, including to the sub-floors and/or neighboring unit, resulting from the washer/dryer unit shall be the sole responsibility of the Shareholder. The fee associated with any repair work performed by the Maintenance Department will be included in the responsible Shareholder's monthly maintenance fee. **Unit should never be left unattended.**
4. Equipment Maintenance: The Shareholder is responsible for maintenance of the unit. Birchwood on the Green Owners Corp. assumes no liability resulting from its ability to supply utilities or systems utilized by the washer and dryer. The Shareholder is required to promptly report any leaks, overloads or other problems associated with usage of the washer/dryer immediately to the Maintenance Department.

To minimize the risk of soap back-ups into the Shareholder's or neighboring unit, only low-suds or high efficiency detergents should be used.

Continued damage to the unit beyond normal wear and tear shall result in the Board of Directors requiring the Shareholder to permanently remove the washer/dryer from the unit. All cost associated with removal will be the Shareholder's sole responsibility.

5. Monthly Fee: A \$10.00 fee will be charged to the Shareholder's monthly maintenance fee to cover additional utilities expense.

Installation

Installation of the washer/dryer shall not:

1. create a fire hazard, block access and egress to the unit, and not overload any of the existing circuitry within the unit.

2. require any additional modifications to the normal drainage, ventilation or other systems within the units.
3. be vented into any enclosed attic, wall cavity, crawl space, basement, or the building exterior.

Washers:

1. must be placed in an overflow pan equipped with a leak detector that shuts off the water supply in case of overflow. To limit noise, washers will be on a rubber pad.
2. are not to be drained through the window, doors, or directly onto the property.
3. must be drained through a minimum 2-inch waste line.

Dryers:

1. must be vent-less or vented into a dryer bucket.

Suggested locations to install:

- a. under the kitchen counter.
- b. adjacent to the bathroom sink.
- c. bedroom, along the bedroom wall that separates the bathroom from the bedroom(s).

Restrictions

1. Units must be high-efficiency. The Shareholder will be solely responsible for the damage resulting in violation of this provision; including but not limited to, the cost of hydro-jetting the drain lines to repair/prevent back-ups.
2. Dryers must be electrical. Gas dryers are not permitted to be installed in the unit.
3. Washer hose must be stainless steel.

Electrical Specifications

1. Connections must be made in accordance with state and county code.
2. Units are not to be connected to any outlet using extension cords.
3. Receptacles are to be located such that the unit can be readily disconnected without moving the appliance.
4. units must run on 110 volts per machine. Units that have not been upgraded to 60 amps are unsafe for washing machines and dryers. This may require an additional electrical circuit and new wiring for the existing circuit breaker to a minimum of 60 amps. Approval may be withheld if upgrading individual units may cause an overload of the buildings electrical system.

Plumbing Specifications

1. Connections must be made in accordance with state and county code.
2. Washing machine must be placed on an overflow pan and be equipped with an automatic shut off valve and leak detector.
3. Second floor units must be placed on either a rubber mat or anti-vibration pad.
4. Installed water lines must be braided stainless steel. Use of conventional rubber is prohibited.

Portable washers (where the hose is connected to a faucet) are **strictly prohibited**. Shareholders utilizing portable washers will be subject to a \$200.00 fine for each month the washer remains in the unit.

LAUNDRY ROOMS

- Building Locations:
 - North Side: 3100 Building
 - 4700 Building
 - South Side: 2400 Building
 - 4000 Building
 - 4800 Building
- Hours of Operation:
 - 9 AM to 9 PM Monday thru Friday
 - 8:30 AM to 9:30 PM Saturday and Sunday.
- All machines are available on a "first come, first serve" basis. There will be no reserving of washing machines or dryers.
- Clothes left in washing machines and/or dryers must be removed within five minutes or clothes may be removed.
- To ensure your safety and avoid vandalism, please keep laundry room doors closed at all times.
- Please report bulbs out or flooding problems to the Maintenance Department.

LOCK-OUT

A fee will be charged for any lock-out occurring after 5:00 PM on weekdays, or on weekends and holidays that requires assistance from the Maintenance Department.

MAINTENANCE DEPARTMENT EMPLOYEES

Maintenance Department employees are not permitted to accept packages, money or any other articles from or for the benefit of a resident. The Corporation will not be responsible for the loss, theft or damages resulting from residents leaving packages, money or other articles left with Maintenance employees.

Maintenance Department employees are prohibited from performing/conducting Lessee's private/personal business (e.g., side jobs) during their shift. Maintenance Department employees may only perform "side jobs" after their shifts have ended or on their day off. Lessee's hiring Maintenance Department employees for side jobs do so at their own risk. Maintenance Department employees **are not permitted** to carry out projects that require a license and insurance

NOISE

Please respect your neighbors' rights and privacy. Quiet hours are between 9:00 PM and 9:00 AM. No Lessee shall make or permit any disturbing noises within their unit, on the common grounds, or parking areas. Disturbing noises include, but are not limited to the following: loud voices, loud playing of musical instruments, music, television(s), the use of cell phones on patios/balconies, in common areas and by open windows, or idling of vehicles for extended periods of time.

PARTY ROOM

The Party Room is available to Shareholders for use on a first-come, first-serve basis. Contact the Maintenance Department for availability.

**FEES: \$200.00 maximum 4 hours. Two additional hours permitted for set-up and clean-up.
\$300.00 security deposit. ***

Days/Hours of Operation:

Friday and Saturday	10:00 PM closing
Sunday through Thursday	8:00 PM closing

Restrictions:

- ***Smoking is not permitted in the party room or outside patio area.***
(Refer to the Suffolk County Smoking Legislation Regulation Chapter #754)
- DJ's and bands are prohibited due to noise levels. However, music is permitted. Please have consideration for the residents living above the room by keeping the music and noise at an acceptable level that includes during set up and clean up.
- Do not use tape or thumbtacks on any walls.

*Deposits will be returned in full following inspection by the Maintenance Department after each event. All or part of the deposit will be withheld in the event of damage to the party room requiring repair or cleaning. The Board reserves the right to ban any Shareholders(s) from using the party room in the future if one or more restrictions are not followed.

It is recommended that the Shareholder perform a walk through prior to the scheduled event to ensure that the room and all equipment is clean and in working order.

PATIO/BALCONY

Permitted:

- Balcony privacy screens (black or brown only) that must be kept in good repair.
- Storage containers with a maximum height of 3 ft.
- White PVC privacy screen no higher than 7 ft. between patio or balcony units*.
- Portable fences with a maximum height of 3 ft. may be placed on the Shareholder's unit patio.

* The Shareholder is responsible for proper installation and will be liable for any damages relating to said installation.

Prohibited:

- Drying racks, mops, brooms, shovels, flags, and coolers. Hanging of towels, clothes, or other items over balcony railings. Storage of household or any other garbage.
- Fences enclosing the patio area that require installation.
- Pet door or pet flap installed in sliding glass door.

Upon request, the Maintenance Department will power wash patios and balconies.

PEST CONTROL

With prior notice or unless under extenuating circumstances, the agents of the Corporation, and any contractor or workman authorized by the Corporation, may enter any unit at any reasonable hour of the day for the purpose of inspecting such unit to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. If the Corporation takes measures to control or exterminate carpet beetles, bed bugs, or other pest, the cost thereof shall be payable by the Lessee.

PETS/ANIMALS

Shareholders are permitted to own one (1) dog, and the fully-grown weight must not exceed 30 pounds. Shareholders are also permitted to own two (2) **indoor** cats. Shareholders owning one dog are permitted one cat for a maximum of two pets. No other animal(s) are permitted without approval from the Board of Directors. **Renters are prohibited from keeping a pet in their unit.** Any renter having a pet in their unit is subject to termination of their sub-lease and eviction.

The following rules also apply:

- Pet Registration: Owners are required to register their pet and pay a \$50 registration fee. Any Shareholder failing to register their pet will be subject to appropriate legal proceedings to compel the removal of said pet and the imposition of an administrative fee, in addition to legal fees. The pet registration form can be obtained at the Maintenance Department or can be downloaded from www.birchwoodonthegreen.com.
- Replacement pets must also be registered within ten (10) days. The \$50 registration fee is waived for a replacement pet.
- Monthly Pet Fee*: Shareholders owning a dog are required to pay a monthly fee of \$10.00 that will be applied towards any such items as needed for property maintenance i.e., grass seeding, maintenance of dog walk areas, pet friendly rock salt.
- For the safety of our residents, children, vendors, visitors, etc. dogs must be on a leash and the leash must be in the owner's/walker's possession at all times. Owners found in violation of this House Rule will receive one written notice before being fined.
- Dogs are to be walked only in the designated dog walk areas, located around the entire perimeter of the complex. This does not include courtyards. **All dog owners/walkers are required to pick up after their dog and discard waste appropriately.** Any Shareholder in violation of this House Rule will be fined.
- Courtyards are not to be used for congregating with dogs. Shareholders may take advantage of area dog parks for this purpose.
- Shareholders are required to ensure that their pets do not become a nuisance. Examples of nuisances are excessive crying, barking, or scratching.
- Tying a dog to a lamp post, fence or any other object that may cause harm is strictly prohibited.
- Cats must remain indoors at all times and are not permitted to roam the property.
- The feeding of stray animals or wildlife is prohibited.
- No pigeons, other birds or animals shall be fed (including use of a bird feeder) from the windowsills or in the court yards. This includes all courtyards or other public portions of the common grounds or on the sidewalks or streets adjacent to the buildings.
- Fish tanks are prohibited.

*Shareholders that were permitted 2 dogs under the 2015 to 2020 House Rules must pay \$10 for each dog as noted in the House Rules distributed during this time. Should one or both dogs expire or leave the property for any other reason, then the current House Rules will take effect allowing for only 1 dog per unit and a 30 lb. weight limit.

PLUMBING

Sinks, toilets, bathtubs, and other water apparatus in the buildings shall not be used for any purpose other than those for which they were constructed. The Lessee will be responsible for the cost of repairing any damage resulting from misuse of any sink, toilet, or bathtub. Specific to toilets, the flushing of floss, cat litter, hair, Q-tips, wipes, paper towels, personal hygiene products, etc. are strictly prohibited. Cooking oil should be properly disposed of in a container that should be wrapped and discarded in the nearest garbage bin.

RECYCLING

Residents are not required to place recyclables in specific recyclable bins. Please put all recyclables in a clear or white plastic trash bag and dispose of in the nearest garbage bin. The carting company separates out recyclables from the trash at their transfer station. Newspapers and cardboard need not be bagged. Please break down boxes. Tie newspapers and boxes in bundles and dispose of in the nearest garbage bin.

RENOVATIONS

Any Shareholder wishing to make structural changes to a unit must complete the Shareholder Alteration Agreement and Alteration Checklist and submit the completed forms with required documents and plans to the Management Company for review followed by final approval by the Board of Directors. The forms can be downloaded at www.birchwoodonthegreen.com or www.kaled.com/resources. Structural changes specific to a unit include the entry way, patio or balcony, and interior walls.

Any Shareholder wishing to install a storm door or thermal insulated replacement windows should purchase approved styles through the Co-Op's designated contractor(s) after receiving written approval from the Board of Directors.

Commencing alterations without the required written approval by the Board of Directors will result in a fine. The contractor will also be required to stop all work and leave the premises at that time. The Shareholder is liable for any damage resulting from electrical, plumbing, or other construction or modification.

A Copy of the contractor(s) certificate of insurance must be posted on the front door of the unit at all times during performance of work.

Permissible Work Hours:

Monday thru Friday 8:00 AM to 5:00 PM

Saturday 11:00 AM to 5:00 PM

Construction of any kind, repair work or other installation is prohibited on Sundays and legal holidays.

Kitchen cabinets, bathtubs, vanities, toilets, and construction debris are to be disposed of in a roll-off container at the Shareholder's expense or removed by the contractor. Disposing of construction debris in the property roll-off is prohibited and will result in a fine to the Shareholder.

SATELLITE DISH

One satellite dish is permitted per unit. The Shareholder is required to submit a request with the necessary documents noted below prior to receiving approval from the Board of Directors.

1. **Professionally installed.** To ensure proper installment including secure mounting, the Shareholder must submit proof that installment will be done by a professional experienced in dish installment.

2. **Insurance.** The Shareholder will be liable for any injury or damage to persons or property caused by the installed dish and will be required to purchase insurance for the installed satellite dish. Proof of coverage must be submitted with the request to install.

Dishes may be installed on patios or balconies that are part of the unit. Installation of a dish is prohibited on the roof or any exterior wall or window. Drilling of holes or use of nails or screws in railings or exterior walls is prohibited, or in any other location where holes might impair the building's weather proofing, where there is a risk of striking electrical or water lines, or where there would be any damage to the building. However, a dish may be affixed (non-permanently) to a patio railing.

SIGNAGE

Signs, flags, notices or advertising inscribed or exposed on or in any unit window or other parts of the buildings or common grounds is prohibited.

SNOW REMOVAL

The Maintenance Department and contractor are responsible for clearing of snow from roadways, parking lots, sidewalks, and stoops. Shareholders are responsible for shoveling personal vehicles. Shovels are permitted to be stored on front stoop/back patios only during the months of December, January, February and March.

Vehicles are to be removed from Wilshire Lane before snowstorms to allow for plowing. Parking is available in the North or South parking lots.

STORAGE

- Each building has a basement storage area that Shareholders may store personal items, but only **at their own risk**. The Corporation is not responsible for stored items. All items must be stored in plastic, airtight containers and labeled with the Shareholder's name and unit number.
- Personal items are to be stored in the designated storage area or patio.
- Prohibited Items:
 - Lithium-ion batteries
 - eBikes and hover boards are not permitted to be stored and/or charged on the property
 - Mattresses (including waterbeds)
 - Padded furniture i.e., sofas, chairs, recliners, etc.
 - Combustible items including paints, gasoline, propane, etc.
 - Per the Fire Marshall: Hazardous and/or combustible materials are prohibited to be stored in the buildings' storage areas. These include, but are not limited to, gasoline, oil, paint thinner, polyurethane, paint, etc.
- Storage rooms are periodically inspected, and prohibited items will be removed.
- Contact the Maintenance Department for further information about items that can be stored in the basement storage room.

SUBLET AND RESALE

Sublet

The Shareholder must have resided in their unit no less than one year prior to subletting. The Board of Directors must approve the lease application and the prospective tenant must attend a screening interview.

1. Sublets must be renewed on an annual basis and are subject to an annual fee, as disclosed in the sublet application. Short term rentals (less than 12 months) are prohibited.
2. In the event of a mid-year cancellation, any new tenants must be screened by the Board of Directors.
3. A tenant may not occupy a unit prior to approval by the Board of Directors. Otherwise, the Shareholders will be liable for retroactive sublet fees and a fine.
4. Shareholders that sublet a unit without approval will be liable for retroactive sublet fees, as well as a fine, as disclosed on the Schedule of Fines.
5. Sublet tenants are NOT permitted to have pets in their unit. Any sublet tenant harboring a pet is subject to eviction proceedings.
6. The Shareholder(s) is solely responsible for any and all damages incurred due to the negligence of their sublet tenants.
7. Should a Lessee decide to purchase a different unit and transfer/move to that unit, a credit check is done, and a sublet fee will be collected; a Board interview is not necessary, provided that there were no written complaints about said Lessee.
8. Leasing of a unit utilizing Airbnb, Vrbo or other similar type rental sites is prohibited.

Resale or Sublet

The Board of Directors must approve each prospective buyer or sublet application and a personal interview is required. Forms: Sublet and Resale forms are available for download directly from the Management Company's website: www.kaled.com/resources or www.birchwoodonthegreen.com.

WATER LEAKS AND PROPERTY DAMAGE

It is the responsibility of Lessee to ensure that existing bath tile work is sound, properly grouted and caulked. Broken, loose or missing tile should be replaced immediately. Tile joints should be cleaned and re-grouted, and where the tile meets the tub, should be cleaned and re-caulked as necessary. Shareholders are responsible for the maintenance of the tile work, as well as for all damages to their unit and their neighbor's unit.

VEHICLES

Two vehicles per unit are permitted to be parked in or near the Lessee's building parking lot. Lessees must park any additional owned vehicles in the rear of the Meridian building (M 5201-5224) or in the south west corner of the Amsterdam building (A 2401-2432) parking lot. All vehicles must be registered with the Maintenance Department. The vehicle registration form can be downloaded from www.birchwoodonthegreen.com.

No resident owned commercial vehicle is permitted to park on the premises without permission from the Board of Directors. If permission is given, the commercial vehicle must be parked in the rear of the Meridian building (M 5201-5224) or in the south west corner of the Amsterdam building (A 2401-2432) parking lot.

Any Shareholder/Resident owning or operating a motor vehicle on the property shall:

- Operate the vehicle in a safe and quiet manner
- Park the vehicle only in areas designated for parking

- Park the vehicle on Wilshire Lane going with the flow of traffic
- Not exceed the speed limit of 15 miles per hour in parking lots and 15 miles per hour on Wilshire Lane
- Not idle a vehicle parked directly behind units that may pose a health hazard to residents living in these units
- Wash their vehicle(s) in the designated area only (by the Sewer Treatment Plant)
- Refrain from playing loud music

The following is **prohibited** and may result in a vehicle being **towed** at the owner's expense, and without prior warning:

- Vehicles blocking either the entrance intersection or access to another person's vehicle
- Vehicles blocking fire lanes or fire hydrants
- Unauthorized vehicles parked in specially designated handicap spots
- Vehicles that have been abandoned, inoperable or have expired license plates or no license plates and expired registration and/or inspection stickers
- Double parking
- Parking of RVs, boats, trailers, and mobile homes
- Parking in Tow Away Zones such as in front of a dumpster, or other restricted areas

WALL MOUNTED AIR CONDITIONERS

Wall mounted air conditioners are permitted to be installed in the junior one-bedroom units with permission from the Board of Directors. Shareholders should contact the Management Company for detailed information on installation and acceptable models prior to submitting a request to the Board.

SCHEDULE OF FEES

The following fees apply to either violations of the House Rules or general fees. Please refer to the specific area in the House Rules for details.

Inappropriate Behavior

First Offense	\$ 50
Second Offense	\$ 100
Third Offense and Thereafter	\$ 200
Alterations (unapproved)	\$ 500
Barbecue Grills	\$1,000
Common Grounds	\$ 100
Discarding of Large Items (Maintenance Dept.)	\$ 10
Dumping of Large Items	\$ 500
Lock Out Fee	\$ 50

Patio / Balcony

1 st Offense	\$ 50
2 nd Offense	\$ 75
3 rd Offense and thereafter	\$ 100

Pets/Animals

Dog Waste

1 st Offense	\$ 50
2 nd Offense	\$ 100
3 rd Offense and thereafter	\$ 200

Off Leash

1 st Offense	\$ 50
2 nd Offense	\$ 100
3 rd Offense and thereafter	\$ 200

Portable Washers (each month in use)	\$ 200
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Unauthorized use of Maintenance Roll-Off	\$ 200
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Sublet (pre approval)	\$ 100
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BIRCHWOOD ON THE GREEN OWNERS CORP.
2800 WILSHIRE LANE
OAKDALE, NY 11769

PET REGISTRATION FORM
Owner Information

Unit #: _____

Shareholder (1)*: _____

Email: _____

Shareholder (2)*: _____

Email: _____

Contact No.: () _____

Contact No.: () _____

Pet Information

☐ Dog ☐ Cat (please attach a photo to this registration form)

Pet Name: _____

License #: _____

Breed: _____

Color: _____

Date/State of latest rabies vaccination: _____

General Information

Insurance Company: _____

Contact Name (Agent): _____ Contact No. #: () _____

When you are not at home, who can handle your pet?

Name: _____ Contact No. #: () _____

Fees

Registration Fee: a one-time \$50 registration fee must be submitted with this registration form.

Monthly Fee (Dog): a \$10 monthly fee will be added to the owner's monthly maintenance charge.

Shareholders Acknowledgement

- The pet shall be allowed per the Birchwood on the Green Owners Corp. House Rules.
- All pets must be registered with the Corporation.
- All pets must maintain current rabies vaccination.
- If any pet exhibits aggressive and/or vicious behavior, the Management Company will send a violation letter to the owner. If a second incident with the pet occurs, the Board of Directors reserves the right to permanently remove the animal.
- At all times when the pet is not inside the premises, pet will be kept on a leash at all times and the leash will be in the owner/walker's control at all times.

Owner Signature* (1 signature required)

Date

Print Name

**BIRCHWOOD ON THE GREEN OWNERS CORP.
2800 WILSHIRE LANE
OAKDALE, NY 11769**

VEHICLE REGISTRATION

Please complete this form for all vehicles that will be parked on co-op property. Return the form to the Maintenance Office as soon as possible. Contact Greg Estevez at 631-589-4225 with any questions.

Name: _____ Unit No: _____
Emergency Contact: _____ Phone/Cell No.: _____

VEHICLE INFORMATION

YEAR	MAKE	MODEL	PLATE No:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Two vehicles per unit are permitted to be parked in or near the Lessee's building parking lot. Lessees must park any additional owned vehicles in the rear of the Meridian building (M 5201-5224) or in the south west corner of the Amsterdam building (A 2401-2432) parking lot.

No resident owned commercial vehicle is permitted to park on the premises without permission from the Board of Directors. If permission is given, the commercial vehicle must be parked in the rear of the Meridian building (M 5201-5224) or in the south west corner of the Amsterdam building (A 2401-2432) parking lot.

BIRCHWOOD ON THE GREEN
2800 WILSHIRE LANE
OAKDALE NY, 11769

SHAREHOLDERS' EMERGENCY CONTACT

Please be advised that the Board of Directors requests an emergency contact number from every resident.

This information will be kept confidential and only used should an emergency arise.

Only Management and Maintenance Staff will have access to these numbers.

If you have any questions, please contact Kaled Management at 516. 876.4800.

Thank you.

RESIDENT NAME (print)

RESIDENT PHONE NUMBER

RESIDENT ADDRESS

RESIDENT CELL NUMBER

RESIDENT NAME (print)

RESIDENT PHONE NUMBER

RESIDENT CELL NUMBER

EMERGENCY CONTACT NAME (print)

EMERGENCY CONTACT PHONE NUMBER

EMERGENCY CONTACT CELL NUMBER

BIRCHWOOD ON THE GREEN
2800 WILSHIRE LANE
OAKDALE NY, 11769

SUBLETTER(S) EMERGENCY CONTACT

Please be advised that the Board of Directors requests an emergency contact number from every resident.

This information will be kept confidential and only used should an emergency arise.

Only Management and Maintenance Staff will have access to these numbers.

If you have any questions, please contact Kaled Management at 516. 876.4800.

Thank you.

RESIDENT NAME (print)

RESIDENT PHONE NUMBER

RESIDENT ADDRESS

RESIDENT CELL NUMBER

RESIDENT NAME (print)

RESIDENT PHONE NUMBER

RESIDENT CELL NUMBER

EMERGENCY CONTACT NAME (print)

EMERGENCY CONTACT PHONE NUMBER

EMERGENCY CONTACT CELL NUMBER

BIRCHWOOD ON THE GREEN OWNERS CORP.

AGREEMENT TO THE RULES

I have received a copy of the BIRCHWOOD ON THE GREEN Resident Handbook.

As a Shareholder/Sublet resident, I understand the House Rules are to be respected (refer to Handbook). As a resident, I understand the House Rules regarding loud, disturbing noise (including stereos, vehicle idling, vehicle radio/music, etc.). Consideration for our neighbors is expected.

I fully understand that I am expected to follow the recycling program.

As a **Sublet Tenant(s)/Renter(s)**, I have been advised that I am not permitted to have pets. (*This includes BIRDS, RABBITS, FERRETS, DOGS, CATS, FISH, etc.*)

As a **Shareholder**, if I have a dog, I am aware of the areas to walk the dog. If I own a cat, it must be an indoor pet only. I understand that permitting my cat to roam freely will result in a fine.

I have been advised that I cannot park in the "NO PARKING" and "TOW AWAY" areas, and I understand that I risk having my vehicle towed at owner's expense.

I understand use of the *Common Grounds* is restricted. (Refer to House Rules.)

I have been advised that:

- a) **Trailers, large trucks (in excess of ¾ ton), dual rear wheel drive trucks**, unregistered, expired registration or inoperable vehicles are **not permitted** to park anywhere in the complex and that said **vehicles will be towed at my expense**. With Board approval, all permitted trucks must be enclosed or covered when not empty and are permitted to park behind the 'A' Building or the 'M' Building.
- b) **Nothing is to be hung on the outside siding of the building or apartment entrance doors that require nails or screws.**

I am aware that I should contact the Maintenance Office if there is an **emergency concerning the unit/apartment.**

DATE

UNIT #

SIGNATURE

PRINT

SIGNATURE

PRINT

SIGNATURE

PRINT

SIGNATURE

PRINT

Birchwood on the Green Unit Renovations

Unit No: _____

Name: _____

Tel: _____

Area to Be Renovated: _____

Description of Work: _____

Contractor Licensed: _____

***Please include a copy of your contractor's license and proposal. The proposal should state "No bearing walls are to be removed." In addition, an insurance certificate from your contractor is required to read you, the Shareholder, as the certificate holder and Birchwood on the Green Owners Corp. c/o Kaled Management as an additional insured.**

Electrician: _____

Plumber: _____

Certificate of Liability: _____

Workers Compensation: _____

Starting Date: _____

Completion Date (Within two weeks): _____

Final Inspection (By maintenance Staff): _____

Specialty Items (i.e., washer, Jacuzzi Tub etc.): _____
(To be discontinued if problematic)

Structural Changes are not permitted without prior written approval.

Work limited between hours of 8AM and 5PM, Monday thru Friday (excluding Sundays and legal holidays) and 11:00 AM to 5:00 PM on Saturday **ONLY**.

Signature : _____ Date : _____

Print Name : _____

***PLEASE NOTE THAT ALL PAPERWORK MUST BE SUBMITTED BY THE SHAREHOLDER NOT THE CONTRACTOR.**



CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
Sample Insurance Brokerage
123 First Street
New York, NY 10010

DATE REISSUED/REVISED
10/10/2007

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

XYZ Construction Company
444 Second Avenue
New York, NY 10034

INSURERS AFFORDING COVERAGE

INSURER A: General Liability Insurance Company
INSURER B: Workers' Compensation Company
INSURER C: Umbrella Insurance Company
INSURER D:
INSURER E:

NAIC

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURED	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERAGE
A	GENERAL LIABILITY	123456789-T	09/01/2007	09/01/2008	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				AGGREGATE LIMIT \$ 100,000
	<input type="checkbox"/> CLAMS MADE <input checked="" type="checkbox"/> OCCUR				AND EOP (Any one person) \$ 8,000
	INDV. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. <input type="checkbox"/> LOC.				PERSONAL & ADV. \$ 1,000,000
	AUTOMOBILE LIABILITY				OTHER THAN EOP \$ 2,000,000
	ANY AUTO				PROPERTY DAMAGE (Per accident) \$
	ALL OWNED AUTOS				AUTO ONLY - EA. ACCIDENT \$
	SCHEDULED AUTOS				OTHER THAN EA. ACC. \$
	LEASED AUTOS				AUTO ONLY \$
	NON-OWNED AUTOS				OTHER THAN AUTO ONLY \$
C	UMBRELLA LIABILITY	7891177884	09/01/2007	09/01/2008	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAMS MADE				AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE				
	<input checked="" type="checkbox"/> RETENTION \$ 10,000				
B	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	4567890-44	09/01/2007	09/01/2008	EACH OCCURRENCE \$ 500,000
	ANY AND ALL WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				EL. DISEASE - EA. EMPLOYEE \$ 600,000
	If yes, describe order of priority: <input type="checkbox"/> WORKERS' COMP. <input type="checkbox"/> EPL				EL. DISEASE - POLICY LIMIT \$ 600,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

XYZ Co-op, Inc. & Kaled Management Inc. included as additional insured on premises liability and on liability for the work being performed by the named insured at the following premises:
654 Broadway, New York, NY.

(Co-op, unit owner AND Kaled are add'l insureds)

CERTIFICATE HOLDER

XYZ Co-op, Inc. (Name of Co-op)
C/O Kaled Management Corp.
7001 Bush Hollow Road
Westbury, NY 11590

CANCELLATION

IF ANY OF THE ABOVE DESCRIBED POLICIES IS CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURED MUST NOTIFY THE PRODUCER TO MAIL 30 DAYS WRITING TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO DEDUCTION OR LIABILITY OF ANY KIND ON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Birchwood on the Green Corporation

FORCE MAJEURE EVENT ADDITIONAL HOUSE RULES EPIDEMIC/PANDEMIC

EFFECTIVE: December 2, 2020

Pursuant to the provisions of the Birchwood on the Green Corporation, Proprietary Lease (page 7a, section 12), Lessor hereby declares a Force Majeure Event described as follows:

The existence of a worldwide Covid-19 Coronavirus pandemic which is highly contagious and deadly, requiring Lessees and all individuals accessing the Birchwood on the Green Corporation's Building to social distance, wear Personal Protective Equipment ("PPE") and maintain extraordinary hygiene and sanitary conditions.

Federal, state, city, county and/or village governments (collectively "Governmental Authority") have estimated that the Force Majeure will continue for a minimum period of ?? days ("Force Majeure Period"). The Force Majeure Period may be extended by the Governmental Authority and at the discretion of Lessor may be continued for yet additional periods of time.

The Force Majeure Event will impact the Proprietary Lease and House Rules of the Corporation in the following areas:

- A. Use of Common Areas
- B. Repairs and Maintenance by Building Staff
- C. Laundry Room
- D. Deliveries
- E. Interaction Between Lessees and Building Staff
- F. Apartment Alterations
- G. Move Ins/Move Outs
- H. Sales & Subletting of Units
- I. Penalties for Violations
- J. Updates Concerning a Force Majeure Event
- K. Notice of Other House Rules

Birchwood on the Green Corporation

Each subsection shall be addressed below.

A. Use of Common Areas

1. All individuals shall be required to wear masks when entering the Buildings and when in any common areas, including but not limited to the, Maintenance office, laundry rooms, garage, playground, party room, storage rooms, Birchwood on the Green parking areas and Wilshire Lane, etc.
2. The Lessor reserves the right to permanently close any Common Areas for any period of time. If a Common Area remains open, Lessor reserves the right to close any of the Common Areas for periods of time each day to enable Building staff to clean the Common Areas.
3. Lessees shall endeavor to maintain at least six (6) feet of distancing between themselves and any individual who is not a member of their household.
4. Lessees are prohibited from utilizing any Common Area where the Lessee is affected by a condition or disease which is contagious to other individuals.

B. Repairs and Maintenance by Building Staff

1. Lessor shall have the right to suspend all but emergent repairs within either the Building or any unit.
2. Where a repair must be made within a unit, the following procedure shall be followed:
 - a. The Building staff member who will perform the repair shall ring the Unit entrance doorbell.
 - b. The Lessee shall open the door only to the extent that it is made to be ajar and shall retire into a secure room where the repair is not to be performed. In the event the Unit is a studio, the Lessee shall move to the point most distant from the location of the repair. The Lessee shall ready the work area for the Building staff member, removing all personal property therefrom.
 - c. If the Unit is a studio, upon the Building staff member entering the Unit, the Lessee shall vacate the Unit for the duration of the repair.
 - d. The Building staff member shall perform the repair and verbally notify the Lessee when the repair is completed.

Birchwood on the Green Corporation

- e. The Lessee shall only exit the secure room or in the case of a studio, re-enter the Unit once the Building staff member has exited the Unit.
- f. The Lessee and Building staff member shall wear masks. The Building staff member shall additionally wear gloves.

C. Laundry Rooms

- 1. No more than two (2) individuals are allowed in the laundry room at any given time with one individual positioned at the washing machines and the other individual positioned at the dryers. Only one (1) member of each household may enter the laundry room at any given time (except for children under the age of eight who may accompany the member of the household).
- 2. Lessees shall thoroughly clean the exterior surfaces of the washing machine and dryers prior to using same as well as following their use.
- 3. Lessees must exit the laundry room upon depositing their belongings into either the washing machines or dryers and shall return to their Unit pending completion of the cycle.
- 4. **There shall be no sorting or folding of laundry in the laundry room.**
- 5. Lessor reserves the right to close the laundry room at any time during the day to enable Building staff to clean the laundry room.

D. Deliveries

- 1. All persons making deliveries shall wear a mask and gloves and shall apply hand sanitizer before entering the Building, and if applicable, exiting the Unit.

E. Interaction Between Lessees and Building Staff

- 1. Lessees shall only engage Building staff while wearing masks and maintaining at least six (6) feet of social distancing.
- 2. Whenever possible Lessees shall communicate with Building staff via phone, email or in writing.

Birchwood on the Green Corporation

F. Apartment Alterations

1. Lessor shall have the right to suspend all or certain types of alterations of Units. Where certain types of alterations are permitted, Lessor shall have the right to:
 - a. Require all contractors to wear masks, gloves and other personal protection equipment as deemed by Lessor to be required in Lessor's sole discretion.
 - b. Require all contractors to use hand sanitizer before entering the Building(s) and when exiting the Unit.
 - c. Limit the days, hours or duration of alterations.
 - d. Limit the number of workers who may work in the Unit at any given time.
 - e. Comply with any and all New York State Construction Guidelines.
 - f. Require that at the end of every workday, the Buildings including hallways, stairwells and basements (to the extent utilized by contractor) be thoroughly cleaned by contractor.
2. The Lessee and Contractor shall comply with any and all New York State Construction Guidelines.
3. Require that at the conclusion of the alteration, the Common Areas of the Building including hallways, stairwells, and basements (to the extent utilized by contractor) shall be thoroughly cleaned by contractor.

G. Move In and/or Move Out

1. Lessor may temporarily prohibit all move ins/move outs.
2. Lessor may impose restrictions on the days/hours or duration of any move in/move out.
3. All movers must wear masks and gloves and any other personal protection equipment as determined by Lessor in its sole discretion.
4. All movers must use hand sanitizer before entering the Building and when exiting the Unit.
5. At the conclusion of the move, the Common Areas of the Building including hallways, stairwells, and basements (to the extent utilized by movers) shall be thoroughly cleaned by movers.

Birchwood on the Green Corporation

H. Sale & Subletting of Units

1. Lessees shall arrange with brokers to make a video of the Unit. Brokers shall initially share the video with prospective purchasers or subtenants and describe the features of the Unit as well as the Building.
2. Only where a prospective purchaser or subtenant thereafter expresses an interest in the Unit can the broker actually show the Unit.
3. Brokers must meet prospective purchasers or subtenants outside of the Building.
4. Brokers, prospective purchasers and subtenants must wear masks and gloves as well as use hand sanitizers before entering the Building as well as upon exiting the Unit. If a prospective purchaser or subtenant does not have a mask or glove it shall be the responsibility of the broker to furnish the PPE.
5. Prospective purchasers and subtenants must be accompanied by the broker at all times.
6. Not more than three (3) individuals (including the broker) may view the Unit at any given time.
7. Lessor shall have the right to restrict the days and hours when brokers may show Units.

I. Penalties for Violations

1. These Additional House Rules are incorporated into the existing House Rules as if originally a part thereof.
2. A default under the House Rules is a default under the Proprietary Lease entitling Lessor to take any and all action against Lessee available at law and equity, including the right to seek injunctive relief.
3. Lessee shall be responsible to Lessor for all costs and expenses incurred by Lessor as the result of Lessee's default under these additional house rules, including reasonable attorney's fees, court costs and disbursements associated with Lessor pursuing legal remedies against Lessee.

Birchwood on the Green Corporation

4. In the event that the Proprietary Lease or House Rules of Lessor allow for Lessor to impose fines against Lessee for a violation of any House Rule, Lessor shall be entitled to adopt a system of fines associated with a violation of these 'Additional House Rules'. Any fine imposed by Lessor against Lessee shall be deemed additional rent (maintenance).

J. Updates Concerning a Force Majeure Event

1. During the pendency of a Force Majeure Event, Lessor shall advise Lessee in writing as reasonably necessary (but not less than one (1x) time per month) of the following:
 - a. any changes to the likely duration of the Force Majeure Event, any changes to any restrictions imposed by Lessor
 - b. Notice of the end of the Force Majeure Event.
2. Notwithstanding the determination by any Governmental Authority that the Force Majeure Event has ended, Lessor shall be entitled to continue any or all of the restrictions contained in these 'Additional House Rules' for so long as Lessor determines in its sole discretion.

K. Notice of Other House Rules

1. Lessor shall have the right to adopt further House Rules which shall become effective as of the day following the date when Lessor notifies Lessee of such new rules. Notice shall be deemed given if furnished in one of the following manners:
 - regular mail to Lessee at the Unit, or
 - email; or
 - by placement under the door to the Un

BIRCHWOOD ON THE GREEN

UNIT INSPECTION FORM

All Shareholders wishing to put their unit on the market to transfer shares (sell) or sublet, must advise Birchwood on the Green's – Transfer Agent in order to schedule an inspection of the unit (each room, each closet, kitchen cabinets) prior to Board approval.

Two Maintenance Staff members must conduct the inspection together.

Unit Address: _____

Shareholder Signature: _____

Print Name: _____

Date: _____

Number of Rooms Checked: ☐

- Must include bedroom(s), bathroom(s), kitchen (under cabinets near sink), living room/dining room.

Number of Closets Checked: ☐

Washing Machine/Dryer: Yes ☐ No ☐

Location of Machine(s): _____

Washing Machine/Dryer Hook-Up: Yes ☐ No ☐

(Check under countertop near kitchen sink and all closets.)

Location of Hook-Up: _____

Garbage Disposal Under Kitchen Sink: Yes ☐ No ☐

Number of Animals: Dog(s) ☐ Cat(s) ☐

Maintenance Staff Signatures

#1: _____

#2: _____

Date: _____

Forward completed INSPECTION FORM to Birchwood on the Green – Transfer Agent.

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

Reasonable Accommodations

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

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

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

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

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

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

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

Required Accessibility Standards

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

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

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

How to File a Complaint

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

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