

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

SUBLET APPLICATION

Dear Shareholder(s):

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

REQUIRED DOCUMENTS – (1 Original, Single Sided Only, Do Not Staple)

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

1. A fully executed sublease agreement with a provision stating that the sublease is contingent upon receiving the approval of the Board.
2. An apartment sublease application.
3. Credit and Criminal Check Authorization (must be signed and have at least a 700 credit score).
4. Monthly Income and Expense Statement.
5. Copy of three (3) consecutive current pay stubs.
6. Copies of complete Income Tax returns and W-2's for the last three (3) years.
7. Copies of last three (3) months complete bank statements
8. A completed lead paint disclosure (make sure it is signed and initialed by both owner and prospective sub-tenant with current date).
9. Carbon Monoxide Affidavit must be signed and notarized by both seller and applicant.
10. Three (3) written letters of recommendation (may not be from applicant's family). Of the three (3) required letters one (1) must be a business reference.
11. Rental insurance is required and must be submitted upon Board approval.
12. Signed Agreement to House Rules, Vehicle Registration And Emergency Contact Forms
13. Photocopy of State issued driver's license or State issued non-driver ID.
14. Any application that is not complete will not be submitted and will be returned to applicant.

BIRCHWOOD ON THE GREEN OWNERS CORP.

FEES DUE FROM SUBTENANT (with application):

1. Sub-Tenant to pay 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).
2. \$600.00 Managing Agent's non-refundable processing fee payable to Kaled Management Corp., Certified Check or Money Order.
3. Signed Agreement to House Rules.
4. Rental insurance is required and must be submitted upon Board approval.

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

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

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

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

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

***Allow up to three (3) weeks for processing**

***Please remove Social Security #'s from all documents except Credit and Criminal Authorization**

BIRCHWOOD ON THE GREEN OWNERS CORP.

SUBLET APPLICATION

(Please print all information)

SHAREHOLDER(S): _____

ADDRESS: _____

APT. NO. _____ MONTHLY RENT _____ LEASE PERIOD _____ TO _____

TENANT _____ SOC. SEC. # _____

CO-TENANT _____ SOC. SEC. # _____

PRESENT ADDRESS: _____

CITY: _____ STATE _____ TEL NO. _____

Length of Occupancy _____ Monthly Rent _____

Previous Landlord _____ Tel. no. _____

Email: _____

List everyone who will reside in the apartment:

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

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

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

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

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

BIRCHWOOD ON THE GREEN OWNERS CORP.

Other Income (source and amount) _____

CREDIT REFERENCES:

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

PERSONAL REFERENCES:

<u>Name</u>	<u>Address</u>	<u>Telephone Number</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

OTHER INFORMATION:

Marital Status: _____

Schools and Colleges
attended: _____

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

BIRCHWOOD ON THE GREEN OWNERS CORP.

SUBTENANTS ARE NOT PERMITTED TO HARBOR PETS IN THEIR APARTMENT.

Initial _____ Date _____

Is applicant presently involved in any legal action? _____ If yes, please explain: _____

Names of all Residents in the building known to applicant:

Make and Year of Automobile:

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

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

Sublease Provisions:

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

RE: 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

Release of Information Authorization

Authorization to obtain Criminal, Credit/Litigation Report

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

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

Print Name: _____

Date of Birth: _____

Signature: _____

Social Security #: _____

Print Name: _____

Date of Birth: _____

Signature: _____

Social Security #: _____

Address: _____

City: _____

State: _____ Zip Code: _____

ESTIMATED MONTHLY INCOME and EXPENSES

	<u>Applicant #1</u>	<u>Applicant #2</u>
Monthly Net Income (take home)*:		
*After taxes & FICA		
Wages/Salary	_____	_____
Investment Income	_____	_____
Alimony/Child Support	_____	_____
Total Monthly Income:	_____	_____
Monthly Expenses:		
Rent	_____	_____
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.

Subletting of apartments will be subject to the following guidelines:

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

COPY OF SUBLEASE AGREEMENT MUST BE SUBMITTED WITH THIS APPLICATION.

_____ Signature of Shareholder	_____ Signature of Applicant
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_____ Signature of Shareholder	_____ Signature of Applicant
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Must be completed:

New Address

City, State, Zip

Telephone #

Date

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

BIRCHWOOD ON THE GREEN

UNIT INSPECTION FORM

All Shareholders wishing to put their unit on the market in order to sell or sublet, must advise Birchwood on the Green's Property Manager in order to schedule an inspection of the unit (each room and each closet) prior to going forward with processing the application.

No application to purchase or sublet will be accepted without a unit inspection.

Two Maintenance Staff members must conduct the inspection together.

Shareholder Signature: _____

Print Name: _____

Unit Address: _____

Date: _____

Number of Rooms Checked: ☐
(must include bedroom(s), bathroom(s), kitchen, living room/dining room)

Washing Machine / Dryer: YES ☐ NO ☐

Number of Closets Checked: ☐

Washing Machine / Dryer: YES ☐ NO ☐

Forward completed INSPECTION FORM to Birchwood on the Green - Property Manager.

Signatures of Maintenance Staff:

#1: _____

#2: _____

Date: _____

State of New York)
) SS
County of)

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

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

Welcome To

BIRCHWOOD ON THE GREEN

A CO-OPERATIVE COMMUNITY

IN
OAKDALE – NEW YORK

A GUIDE FROM YOUR
CO-OPERATIVE BOARD OF DIRECTORS



BIRCHWOOD ON THE GREEN OWNERS CORP.

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Dear Shareholder/Resident:

Welcome to Birchwood on the Green Co-Operative Community.

As a Shareholder/Resident, we ask that you follow the rules of the Co-Op described here and those in your prospectus/offering plan that includes the Co-Op By-Laws and House Rules.

Please get involved by coming to our Shareholders' Meeting and using the "Mailbox" located outside the Maintenance Department office for any ideas or questions that you may have. We need your suggestions and your help to maintain and improve the quality of life here at Birchwood on the Green. Your active participation will be very much 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 rules contained herein, please call the management office.

Thank you for your cooperation.

Sincerely,

Board of Directors

SUFFOLK COUNTY SMOKING LEGISLATION

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

Please be advised that in order to promote a smoke free environment all residents, their guests and service providers are by law prohibited from smoking tobacco or electronic cigarette products within a 50-foot radius in the following areas of the property.

COMMON AREAS: Every enclosed or unenclosed area of a multiple dwelling building that residents 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 of this 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
Emergency (Kaled Management Company).....	800-207-0392
Management Office	516-876-4800
Fire Department	911
Non-Emergency, Bohemia Fire Department.....	631-589-2555
Non-Emergency, West Sayville Oakdale Fire Department.....	631-567-9464
5 th Precinct Police Department	911
Non-emergency	631-852-6000
Ambulance	911

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.

House Rules Amended February 2020

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.

1. GENERAL INFORMATION:

- The following 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
- It is required that 80% of the floors of each unit (first and second floors) should have padded rugs or carpeting. The staircases are required to be covered with carpeting or equally effective noise reducing material.
- Please report any suspicious activity to the Suffolk County Police Department and provide a copy of the police report to the Management Company. **If you see something say something.**
- There is a fee for any lock-out occurring after 5:00 PM (and on weekends and holidays) requiring the Maintenance Department assistance.
- 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.
- The Lessee shall not be permitted to store in the building storage area or use a waterbed in Lessee's unit.
- **Shareholders may install washers and dryers only after receiving written approval from the Board of Directors.** An additional monthly fee will be assessed. The application and rules and regulations can be obtained in the Maintenance office. ***Portable washers and dryers are strictly prohibited.***
- Any Shareholder wishing to install outside storm doors and/or thermal insulated replacement windows must purchase and install them through the Co-Op's designated contractor(s) and are only allowed to install existing permissible styles. Violators will be required to remove any alternates at their own expense. Contact the Maintenance Department for additional information.

2. **WATER LEAKS AND PROPERTY DAMAGE:** It is the responsibility of each shareholder or tenant to ensure that their existing 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. Be very careful not to splash water from your shower or tub onto the floor. Shareholders are responsible for the maintenance of the tile work, as well as for all damages to their unit and their neighbor's unit.
3. **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.

4. **CHILD PLAY AREAS:** Children are permitted to play in the courtyards **under supervision only**. Children are not permitted to play in the street, parking lots, the Party Room area, storage rooms, laundry rooms, or stair areas. All toys are to be removed at the end of each day from the common grounds, patios, entryways and balconies and stored properly. **No toys or bicycles are to be stored in the common area/grounds, in gardens, IN FRONT OF UNITS or on patios/balconies.**
5. **NOISE:** No Lessee shall make or permit any disturbing noises within their unit (or the common grounds) or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Lessees, including loud car mufflers.

(Be aware that VOICES CARRY WHEN TALKING ON THE CELL PHONE on patios and/or balconies, common areas and by open windows.)

Quiet hours are between 9:00 PM and 9:00 AM. There shall be no loud voices, loud playing of musical instruments, radios, stereos, loudspeakers, cars, or television during the quiet hours, if it shall significantly disturb other Lessee's. Please respect your neighbor's rights.

6. **PATIO/BALCONY:** Patio/Balcony furniture and flowerpots are permitted. No drying clothes racks, mops, brooms, shovels, flags, towels or cloths are to be hung over patio / balcony railings or chairs. Coolers are not permitted to be stored on balconies.
7. Front stoop and back patio must be painted grey.
8. **STORAGE CONTAINERS** are permitted on **back patios/balconies only**. They must be no higher than the wrought iron railing between units.

9. **WHITE PVC LATTICE - ONLY** - is permitted to be installed as a divider on your patio/balcony between units. The installation is at your own risk and you will be liable for any damages relating to said installation. Only black mesh/netting around wrought iron fence is permitted.
10. **AIR CONDITIONERS & AWNINGS:** No awnings, window air conditioning units or window fans shall be used in or about the buildings. Portable air conditioners are allowed only after receiving written permission from the Board of Directors.
11. **SIGNAGE:** No signs, flags, notices or advertising shall be inscribed or exposed on or in any unit window or other parts of the buildings or common grounds.
12. **COMMON AREAS:**
- No motor scooters, mopeds, bicycles, scooters, strollers, baby carriages, toys or other wheeled items shall be allowed to stand unattended in public passageways, terraces, garden areas or the courtyards of the buildings.
 - No vehicles are permitted on the common grounds (including delivery trucks/vans).
 - Tents, sun covers, tables, chairs are not permitted on common grounds for any kind of congregation, meeting, party, get-together or the like. Shopping carts of any kind are not to be stored on or near stoop or in the garden.
 - When sitting outdoors in common areas, please be considerate of your neighbors. Do not block walkways or other residents' entrances, do not congregate in groups in front of other resident's units, do not leave lawn chairs unattended. Enjoy the fresh air but please respect your neighbors.
 - The Board of Directors must be given written notice and approve a shareholder's intention to alter their entrance way or patio by removing bushes or hedges. Replacement bushes or hedges must be purchased at the time of removal pending Board approval and at Shareholders' expense. Birchwood on the Green waives all responsibility of the watering and caring of these new plants.
 - The 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.
 - No pools are permitted on the grounds or on patios/balconies.
13. **PARTY ROOM**
- DJ's and bands are **PROHIBITED** due to noise levels. However, music is permitted. Smoking is **prohibited** in the Party Room and outside patio area.
 - Refer to the Suffolk County Smoking Legislation Regulation Chapter #754.
 - The Party Room may be open to Shareholders for social gatherings once per week. Contact the Maintenance Department for availability information.
14. **LAUNDRY ROOMS:**
- Laundry rooms are in the 'A', 'C', 'G', 'L', and 'K' buildings. The hours of operations are posted on the door.
 - 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 so as not to hold up machines.

- To conserve energy and lower costs, kindly turn off all lights upon leaving the laundry room.
 - To avoid vandalism, please remember to keep the laundry room door closed at all times.
 - Please report bulbs out or flooding problems to the Maintenance Department.
 - Laundry Room hours are between 9 AM and 9 PM weekdays, and 8:30 AM and 9:30 PM weekends.
15. DELIVERIES: All packages are to be delivered directly to the Shareholders' units.
16. STORAGE:
- Lessee may store personal items, *at their own risk*, in the designated storage room. 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.
 - The following items are PROHIBITED from being kept in the storage rooms:
 - Mattresses
 - 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.
 - Contact the Maintenance Department for further information about items that can be stored in the basements.
 - Storage rooms are periodically inspected, and prohibited items removed.
17. BICYCLE STORAGE ROOM: The bicycle storage room is located in the basement of the 'F' building. Bicycles should be locked when stored. Storage is at the shareholder's own risk.
18. BARBECUE GRILLS: Barbecue grills of any kind are not permitted on the front porches, common grounds, parking lots, etc. Lessees with a patio or balcony are permitted to have electric only barbecues. Lessees in violation of this rule will be fined. BBQ grills, fire pits and devices with open flame capability of any kind, including tiki torches, etc. are strictly prohibited PER FIRE MARSHALL.
19. RENOVATIONS: Any Shareholder wishing to make structural changes to a unit must complete a Unit Renovation form (available in the Maintenance Department or online) and submit the form with plans to the Board of Directors for written approval. This includes all renovations in the unit. Plumbing and electrical work must be done by licensed contractors and a certificate of insurance must be furnished naming BIRCHWOOD ON THE GREEN COOPERATIVE as an additional insured. Commencing alterations without the required written approval by the Corporation 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 insurance certificate must be posted on the front door of the unit during performance of work.*

Heavy construction, repair work or other installation, whether performed by the Shareholder or a professional, involving excessive noise shall be conducted Monday through Friday between the hours of 8:00 AM and 5:00 PM, and Saturday 11:00 AM to 5:00 PM only. No heavy construction, repair work or other installation should be done 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.

16. **TRASH & RECYCLING:** Lessees are also responsible for the disposal of all large items including appliances and furniture. Failure to properly discard these items will result in a fine. A per item fee (\$10) shall be imposed for large items (including appliances and furniture) that Lessee needs assistance in disposing.
17. **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. Disposing of cat litter in the toilet is strictly prohibited.

The cost of repairing any damage resulting from misuse of any sink, toilet, or bathtub shall be paid for by the Lessee.

18. **STAFF:** 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 employees may only perform "side jobs" after their shifts have ended or on their day off. Lessee's hiring Maintenance employees for side jobs do so at their own risk. Licensed and insured projects are not to be done by Maintenance staff.

19. **PETS/ANIMALS:** Shareholders are permitted to own one (1) dog, the fully-grown weight must not exceed 30 pounds. **All dogs must be registered.** Shareholders are also permitted to own two (2) **indoor** cats. 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.

Cats must remain indoors at all times and are not permitted to roam the property. Any shareholder found violating this rule will be fined.

The following rules also apply:

- All pets must be registered. **Replacement** pets must also be registered within ten (10) days. There is a dog registration fee of \$50. Anyone failing to register their pet will be subject to appropriate legal proceedings to compel the removal of their pet(s) and the imposition of an administrative fee, in addition to legal fees. The pet registration form can be obtained at the Maintenance office.
- Shareholders owning a dog are required to pay an additional pet fee of \$10.00 per month.

- Dogs must be on a leash at all times and walked only in the designated dog walking areas, located around the entire perimeter of the complex. Shareholders violating this rule will be fined. **All dog walkers are required to pick up after their dog (pet) and discard waste appropriately and immediately. Tying a dog to anything is strictly prohibited.**
 - Dogs must not be walked in any courtyard.
 - 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.
 - Shareholders are required to ensure that their pets do not become a nuisance. Examples of nuisances are excessive crying, barking, or scratching.
 - **Feeding of stray animals is prohibited.**
20. BUILDING EXTERIOR: No radio or television antenna shall be attached to or hung from the exterior of the building or on the roof. Lessees are permitted ONE (1) Satellite Dish per unit, upon prior written request and Board approval. Lessees must maintain liability insurance and the Dish must be professionally installed, as per the Co-Op guidelines as provided by the Maintenance Department. Please review the Rules Regarding Installation of Satellite Dish Antenna for additional information.

Using nails, screws, or any object that might puncture the buildings' siding, doors or windows or leave marks will result in a fine, plus the cost to repair for any damages to the siding.

21. PARKING VEHICLES: Only two motor vehicles per unit will be permitted to park in or near the Lessee's building parking lot. Lessees owning additional vehicles must park them in the rear of the 'M' building or the 'A' building parking lot (in a row furthest from the building which is the South West corner). All vehicles must be registered with the Maintenance Department.

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 behind the 'M' building or in the South West corner of the 'A' building

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

- a. Operate the vehicle in a **safe and quiet manner**.
- b. Park the vehicle only in a designated parking area.
- c. Not exceed the speed limit of 15 miles per hour in parking lots and 15 miles per hour on Wilshire Lane.
- d. Vehicle idling wastes fuel consumption: inhaling emissions is a health hazard and noise pollution.
- e. Mufflers are not to be adjusted to make loud noise.
- f. Washing of vehicles in the designated area only (by the Sewer Treatment Plant).
- g. Not play vehicle radio loudly.

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

- a. Vehicles parked in illegal spaces or areas, blocking entrance intersection or access to another person's vehicle.
 - b. Vehicles blocking fire lanes or fire hydrants.
 - c. Unauthorized vehicles parked in specially designated handicap spots.
 - d. Vehicles that have been abandoned, inoperable or have expired license plates or no license plates and expired registration and/or inspection stickers.
 - e. Double parking.
 - f. RVs, boats, trailers, and mobile homes.
 - g. Parking in Tow Away Zones such as in front of a dumpster, or other restricted areas.
 - h. Out-of-State visitors must park their vehicle behind the 'M' or 'A' buildings.
 - i. Visitors must park their vehicle behind the 'M' or 'A' buildings.
22. **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.
23. **COMPLAINTS:** Complaints regarding the service of the buildings should be made in writing to the Management Company with your name and unit number.
24. **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.
25. **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 if there are any issues.
26. **INSURANCE:** Shareholders are required to maintain homeowner's/rental insurance for the interior of their unit and for the contents of their unit. A current copy of the policy's cover sheet must be given to and be on file in the maintenance office. Shareholders must keep their policy current and active.
27. **SNOW REMOVAL:** Shovels are permitted to be stored on front stoop/back patios ONLY during the months of December, January, February and March.
28. **CARS** need to be removed from Wilshire Lane before snowstorm to allow for plowing. Cars may be parked in North or South parking lots.
29. **AMENDMENT:** These House Rules may be added, amended or repealed at any time by resolution of the Board of Directors of the Corporation.

SCHEDULE OF FEES

Dog Waste:

First Offense	\$ 50
Second Offense	\$100
Third Offense and Thereafter	\$200

Illegal Dumping	\$500
(Kitchen Cabinets, Closets, Toilets, Tubs, Sinks, etc.)	

Patio / Balcony Violation (see #6 for list in house Rules)

First Offense	\$ 50
Second Offense	\$ 75
Third Offense and Thereafter	\$100

White PVC Lattice or solid white PVC Dividers (only)

Storage Containers must be no higher than the wrought iron railing.

(Improper Dividers and Storage Containers will incur a fine per infraction)

First Offense	\$ 50
Second Offense	\$ 75
Third Offense and Thereafter	\$100

Disturbing the Common Grounds Without Prior Written Requests	\$100
(Removing, Cutting, Trimming Bushes, Altering Landscaping Borders, Tents, Sun Covers, Barbecues, etc.)	

Alterations Without Approval.....	\$500
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Lock Out Fee After 5:00 PM	\$ 50
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Use of Non-Electric BBQ Grills, Use of Fire Pits

and Use of Devices with Open Flame Capability (i.e. Tiki Torches) etc. \$1,000

Inappropriate Behavior:

First Offense	\$ 50
Second Offense	\$100
Third Offense and Thereafter	\$200

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

SUBLET AND RESALE

Sublet

1. **Subletting is permitted after one year** of Shareholder ownership, but the Board of Directors must approve the lease application and the prospective tenant must attend a screening interview.

The Birchwood on the Green sublet application can be found on the management company's website: <http://www.kaled.com>.

2. Sublets are subject to a yearly fee, as disclosed in the sublet application.
3. Sublets must be renewed on a yearly basis. In the event of a cancellation in mid-year, any new tenants must be screened by the Board of Directors.
4. Under no circumstances is a unit to be occupied by a sublet tenant prior to the completion of the above stated requirement.
5. Shareholders that sublet their unit without approval will be liable for retroactive sublet fees, as well as a fine, as disclosed on the Schedule of Fines.
6. **Sublet tenants are NOT permitted to have pets in their unit. Any sublet tenant harboring a pet is subject to eviction proceedings.**
7. The shareholder(s) is solely responsible for any and all damages incurred due to the negligence of their sublet tenants.
8. 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.

Resale

1. The Board of Directors must approve each prospective buyer's application and a personal interview is required. The unit resale application can be found on the management company website: <http://www.kaled.com>.

PARTY ROOM RULES

The Party Room is available on a “first come, first serve” basis. The rental fee and a security deposit must be left with the Maintenance Department. The following rules must be adhered to when renting the **PARTY ROOM**.

HOURS: Friday and Saturday Evenings no later than 11:00 PM
 Sunday through Thursday no later than 9:00 PM

6 HOURS MAXIMUM USE OF ROOM

(The 6 hours includes a two (2) hour grace period is permitted for set-up and clean-up)

FEES:

Please be advised that the charge for the use of the room is as follows:

\$200.00 for a four (4) hour period.

In addition to the above, there is a *security deposit of \$300.00*.

Residents are responsible for the conduct of their guests. Anyone renting the party room will be responsible to see that the room is vacated and cleaned up at the appropriate finishing time and that there is no excess noise made during the clean-up. Please have consideration for the residents living above the room. Keep the music and noise at an acceptable level. Should any of the conditions contained herein not be adhered to, the \$300.00 deposit will be forfeited and the resident renting will not be permitted any further use of the Party Room.

RESTRICTIONS:

Please be advised of the following restrictions:

NO TAPE ANYWHERE FOR ANY REASON

NO THUMB TACKS ANYWHERE FOR ANY REASON

NO SMOKING IN THE PARTY ROOM AND OUTSIDE PATIO AREA.

(Refer to the Suffolk County Smoking Legislation Regulation Chapter #754)

Deposit will not be returned to you if the party room rules and restrictions are ignored.

You are requested to have a walk through within the party room area prior to your reservation date with a member of the Maintenance staff. This is to assure you that the condition of the party room and equipment is clean and orderly. A walk through will be conducted by the Maintenance staff after your affair to check the condition of the party room. You are liable for all damages as well as any missing property. Any discrepancies will be brought to your attention and action taken accordingly.

Thank you for your anticipated cooperation.

BILLABLE MAINTENANCE ITEMS

The Corporation will charge Shareholders for any "item" that is replaced by our Maintenance Department that is considered a "billable item." This will be determined when a member of the Maintenance staff comes to address your request. Please understand, you are not being charged a fee for our Maintenance Department to do the repair, you are just being billed for the "part."

An example as to what may be considered billable, a few items/parts are listed below:

- Any plumbing line repair outside of the wall
- Any sink or drain clog
- Assembly part(s) for commode tank
- Shower head or faucet repair
- Light bulbs (LED)
- Electrical outlet receptacle and circuit breakers
- Track for closet door
- Intercom and Thermostat repair or replacement.
- Window and Door screens
- Doorbells

Invoices will be created, and you will be charged on your next month's maintenance bill. You will be told in advance approximately what the charge will be.

RULES REGARDING INSTALLATION OF SATELLITE DISH ANTENNAE

Tenants may install satellite dishes in their units. Tenants living in units that can receive satellite signals and wish to install satellite dishes must adhere to the following rules:

1. **Dishes may be installed only within the unit or on patios or balconies that are part of the unit.** You may not install a satellite dish in common areas or on the roof. You may not install a satellite dish outside your unit unless you have a patio, balcony, yard or garden that is under your exclusive control under your lease. You may not install a dish on an exterior wall, fire escape or similar building element. You may install a dish entirely inside your unit. You must submit a letter of request to install a dish.
2. **Dishes must be professionally installed.** You may not install your dish yourself. You must hire a professional to install it for you. Satellite dishes may be affixed (non-permanently) to railings but not to walls.
3. **Dishes must be securely mounted.** Your dish must be mounted in such a manner that it cannot become dislodged. It must be installed strictly in accordance with the manufacturer's installation instructions. You may not hang a dish out of the window.
4. **Installation must not damage the unit.** You must not damage the unit when installing your dish. You may not drill holes or use nails or screws in railings or exterior walls, 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.
5. **You are liable for any injury or damage to persons or property caused by your dish, and you must maintain liability insurance covering any such injury or damage.** You install and operate your dish at your own risk. You will be liable for any injury or damage to persons or property caused by your dish. To ensure that you are able to pay damages in the event your dish causes injury or damage, you must purchase and maintain liability insurance for your dish for as long as you have it at our building. You must provide us with proof that you have this insurance.

LAUNDRY ROOM

Upon closing, Lessees will receive a laundry card. You may contact Maintenance with any questions.

IN-UNIT LAUNDRY RULES

Prior to the installation of a washer and/or dryer, Shareholders MUST request permission from the Maintenance Department, in writing, to install the units within their unit. A renter cannot request approval for installation of washer/dryer.

Improper installation can overload the building infrastructure and disrupt neighbor's quiet enjoyment of their homes. Therefore, it is imperative that the following rules be adhered to.

GENERAL

1. The Maintenance Department must approve all installations in writing before work may commence. Requests need to be submitted on the UNIT RENOVATION FORM. This form can be obtained from the Maintenance Department or from Kaled.com/downloads.
2. The request must include the make and model of the washer/dryer to be installed, a work proposal from the licensed contractor performing the plumbing work, a work proposal from the licensed contractor performing the electrical work, a diagram showing the location of the appliance in the unit, and a work proposal from a construction contractor in the event that walls are altered to allow for installation. Shareholders are required to maintain adequate Co-Op owners' insurance to cover any damages caused by the equipment and must show proof of homeowner's insurance. An inspection must be performed by the Maintenance Department upon completion.
3. It is the responsibility of the unit owner to ensure any washer/dryer unit is installed according to code and located in such a manner that undue noise or vibrations are not transmitted to neighboring units. This may include installing the washer/dryer on a rubber pad or allowing for proper spacing away from walls or under counter tops. In the event that excessive undue noise or vibrations arising from the use of the washer/dryer unit are transmitted to neighboring unit, the Shareholder accepts all responsibility and expense for resolving the issue, including the possible removal of the equipment. The hours of in-unit laundry machine operation is from 9 AM to 9 PM.
4. 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. If the repair is performed by the Maintenance Department, the cost shall be due and payable at the time of the repair work.
5. The Board of Directors reserves the right to assess a monthly fee of \$10.00 to cover the additional utilities expense.

6. Shareholders are responsible for their own equipment. Birchwood on the Green assumes no liability resulting from its ability to supply utilities or systems utilized by the washer and dryer. Shareholders are required to promptly report any leaks, overloads or other problems associated from the washer/dryer usage to the Maintenance Department.

7. 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 shall be the Shareholders sole responsibility.

8. To minimize the risk of soap back-ups into the Shareholders or neighboring unit, only low-suds detergents should be used.

9. Washer/dryer should only be operated when a Shareholder/resident is home. **Do not leave home while either machine is in operation.**

INSTALLATION

1. Installation of the washer/dryer shall not create a fire hazard, block access and egress to the unit, and not overload any of the existing circuitry within the unit. The washer and dryer installation shall not require any additional modifications to the normal drainage, ventilation or other systems within the units.

2. Suggested locations for the installation of washer/dryers are as follows:

- A. In the kitchen under the counter.
- B. In the bathroom adjacent to the sink.
- C. In the bedroom, along the wall that separates the bathroom from the bedrooms.
- D. Washer must be drained through a minimum 2-inch waste line.

3. The washer/dryer should be vent-less or vented into a dryer bucket. No unit vent shall be exhausted through the window, crawl space, or attic. Washer/dryer units **may not** be vented into any enclosed attic, wall cavity, basement spaces, or the building exterior.

4. No washers shall be drained through the window, doors, or directly onto the property.

5. Washers 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 shall be on a rubber pad.

WASHER/DRYER RESTRICTIONS

Washer/dryer units must be high-efficiency units. 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.

- 1. Dryers must be electrical. Gas dryers are not permitted to be installed in the unit.
- 2. 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.**
- 3. Washer hose shall be stainless steel – as opposed to rubber.

ELECTRICAL SPECIFICATIONS

1. All electrical connections must be made in accordance with state and county code.
2. The washer/dryer unit may not be connected to the outlet using extension cords.
3. Receptacles should be located so the washer/dryer can be readily disconnected without moving the appliance.
4. Washer/dryer units must run on only 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. All plumbing connections must be made in accordance with state and county code.
2. Washing machine needs to be placed on a laundry tray and use an automatic shut off valves with a leak detector. If you are on the second floor, use either a rubber mat or anti-vibration pads under the washing machine to cut down on machine vibrations.
3. Installed water lines must be braided stainless steel and should not be conventional rubber.

BIRCHWOOD ON THE GREEN
2800 WILSHIRE LANE
OAKDALE, NY 11769
Maintenance Office
631-589-4225
FAX: 631-567-1880

PET REGISTRATION FORM

The Undersigned shareholder/resident of Apartment _____ located at the above Cooperative hereby agrees to conform to the hereinafter stated regulations as consideration of the Board of Directors' consent permitting me to harbor a pet.

1. I agree to abide by all the house rules and regulations, relating to the harboring of pets, presently in effect and as may be promulgated in the future.
2. These rules and regulations include, but are not limited to the following:
 - a. No pet shall be permitted on the common grounds of the Co-op unless carried or on a leash.
 - b. Pet owners shall be required to curb and properly dispose of their pet's excrement.
 - c. No "doggie doors" shall be permitted on unit doors or patio doors.
3. Attach registration fee of \$50.00 per dog. (A \$10.00 monthly fee will be charged.)

Date _____

Signature _____

Type of Pet _____

ATTACH PHOTO

Name of Pet _____

Breed _____

Color _____

Dog Weight _____

Dog License # _____

Rabies Tag # _____

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

**CAT
REGISTRATION FORM**

The Undersigned shareholder of Unit _____ located at the above Cooperative hereby agrees to conform to the hereinafter stated regulations as consideration of the Board of Directors' consent permitting me to harbor a pet.

4. I agree to abide by all the house rules and regulations, relating to the harboring of cats, presently in effect and as may be adopted in the future.
5. These rules and regulations include, but are not limited to the following:
 - a. No cat shall be permitted on the common grounds of the Co-Op unless carried or on a leash.
 - b. Cat owners shall be required to curb and properly dispose of their cat's excrement.
 - c. Cats must remain indoors at all times and are not permitted to roam the property. Any shareholder found violating this rule will be fined.

Date: _____ Signature: _____

Print Name: _____

Breed of Cat (1): _____

ATTACH PHOTO(S)

Color (1): _____

Name of Cat (1): _____

Breed of Cat (2): _____

Color (2): _____

Name of Cat (2): _____

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

DATE PREPARED
10/19/2007

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

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
144 Second Avenue
New York, NY 10034

INSURERS AFFORDING COVERAGE

INSURER: General Liability Insurance Company
INSURER: Workers Compensation Company
INSURER: Umbrella Insurance Company

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 POLICY, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLASSIC <input checked="" type="checkbox"/> OCCUR GENT. AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PER <input type="checkbox"/> LOC	123456789-7	09/01/2007	09/01/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGES TO OTHERS MEDICAL EXPENSES \$ 100,000 MED EXP (ANY MED PAYMENT) \$ 5,000 PERSONAL & ADVERTISING \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOUND \$ 2,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				ANY AUTO BODILY INJURY (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO OWN - EA ACCIDENT \$ OTHER THAN AUTO OWN: EA ACC \$ AUTO \$
EXTENDED NON-OWNED LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	769777884	09/01/2007	09/01/2008	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY POST-RETIREMENT BENEFITS OFFICE/WORKER EXCLUDED IF YES, EXCLUDE ORDER SURRENDER PROVISIONS/OTHER	4567890-44	09/01/2007	09/01/2008	<input checked="" type="checkbox"/> VOLUNTARY <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000

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

XYZ Co-op, Inc. & Kaled Management are included as additional insureds as per contract and are responsible for the work being performed by the named insured at the following premises:
234 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 Brush Hollow Road
Westbury, NY 11590

CANCELLATION

IF ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor to MAIL, 30 DAYS' NOTICE TO THE CERTIFICATE HOLDER MAILED TO THE LEFT, BUT FAILURE TO DO SO SHALL NOT BE A WAIVER OF THE LIABILITY OF ANY OF THE INSURERS, ITS AGENTS OR BROKERS.

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
2800 WILSHIRE LANE
OAKDALE NY, 11769

VEHICLE REGISTRATION

**Please complete the information on the lower portion of this form and return to the
Maintenance Office as soon as possible.**

Print Name

Unit Number

Print Name

Print Name

Print Name

VEHICLE INFORMATION:

YEAR

MAKE

MODEL

PLATE #

<hr/>	<hr/>	<hr/>	<hr/>
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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), duel 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 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
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- 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

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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.

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- 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.

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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.

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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.

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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 in order to sell or sublet, must advise Birchwood on the Green's Property Manager in order to schedule an inspection of the unit (each room and each closet) prior to going forward with processing the application.

No application to purchase or sublet will be accepted without a unit inspection.

Two Maintenance Staff members must conduct the inspection together.

Shareholder Signature: _____

Print Name: _____

Unit Address: _____

Date: _____

Number of Rooms Checked: ☐
(must include bedroom(s), bathroom(s), kitchen, living room/dining room)

Washing Machine / Dryer: YES ☐ NO ☐

Number of Closets Checked: ☐

Washing Machine / Dryer: YES ☐ NO ☐

Forward completed INSPECTION FORM to Birchwood on the Green - Property Manager.

Signatures of Maintenance Staff:

#1: _____

#2: _____

Date: _____

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