## SALES APPLICATION

## FOREST HILLS CHATEAU CORP. 58-03 Calloway Street Corona New York 11368

#### **Contact Information:**

Ms. Barbara Robertson Transfer Agent Kaled Management Corp. 7001 Brush Hollow Road Ste: 200 Westbury, NY 11590 (516) 876-4800 x 340 Fax (516) 780-8330 Barbarar@kaled.com

Bldg. # 346

# Forest Hills Chateau Corp. 58-03 Calloway Street Corona New York

Board Interviews are conducted the second Monday of each month. Applications must be submitted at least (3) three weeks before the interview.

#### To ensure your application is processed without delay, please follow the instructions below:

- 1. Submit one (1) original application and nine (9) collated copies of all items listed below. Total of ten (10) packages. **Do not bind, staple or double side documents, single side only.**
- 2. Only a complete application will be sent to the Board of Directors for review. If a document is not applicable, please provide written explanation.
- 3. If there are co-applicants, all items must be submitted for each applicant unless information is joint (tax returns, bank statements).
- Submit applications & fees (certified checks or money orders) to:
   Barbara Robertson; Kaled Management Corp. 7001 Brush Hollow Road Ste: 200 Westbury, NY 11590.
- 5. Please **remove your social security number** from all documents except credit check. authorization, and only put the credit authorization in the original package.
- 6. Incomplete application packages will be returned to the buyer or broker.

<u>DOCU</u>	MENTS NEEDED:	INCLUDED
1.	Credit/Criminal Application for each purchaser named on the Contract of Sale. Complete and submit additional Credit/Criminal applications for any adults over 18 years old, who will reside in the apartment.	
2.	Copy of the fully executed Contract of Sale.	
3.	Completed Purchase Application including financial schedules.	
4.	Copy of the Loan Commitment Letter if purchaser is obtaining financing, NOTE: Packages will not be sent to the Board without signed Commitment Letter.	
5.	Two (2) business (client, co-worker or associate) and two (2) personal letters of Reference. Married couples may provide combined letters. No letters from famil Members. Reference letters are required for adults not named on the Contract but who will be residing in the Apartment.	
6.	Letter of employment from the Human Resources Manager, Personnel Director, or Payroll department stating length of employment, title, & salary of each applicant. Retired applicants should provide copies of pension or social security award letters. If self-employed, provide a letter from your accountant	
	stating annual income and net worth.	

	stating annual income and net worth.	
7.	Letter from current landlord on letterhead of Management Company stating length of tenancy and amount of rent paid or completion of Rental Reference form contained in this application package. If applicant is selling a residence provide a copy of the pending contract of sale, listing, or copy of the closing statement.	
8.	Two (2) most recent pay stubs, (if applicable); If applicant is self-employed, provide a letter from your accountant stating annual income and net worth.	-
9.	Copy of the most recent checking, savings, money market, investment, retirement statement, circle or highlight balances. (white out account numbers)	ı <b>.</b>
10.	Two (2) year's full tax returns, <b>signed</b> by both the tax preparer and the Applicants including copies of the W-2 or 1099's and all schedules (white out social security numbers).	
11.	Purchaser must provide Home Owners Insurance for the property with this application. Insurance must include Forest Hills Chateau Corp. as additional insured.	
12.	Purchaser must provide (3) three original Recognition Agreements Signed by the Lender. The Recognition Agreements must be submitted with this Application in order for the application to be sent to the board.	
13.	Lead Paint rider, Carbon Monoxide Rider signed and notarized, sprinkler rider	
•	All prospective Purchasers and everyone living in the apartment are subject to	annlication

- All prospective Purchasers and everyone living in the apartment are subject to application review and Board interview and approval. The Management Corp. will contact the prospective purchaser for interview upon receipt of an acceptable credit check and application review. Should a prospective purchaser wish to have an interpreter present at board interview, the Board welcomes such additional individual.
- Prospective purchasers should be sure to review the Offering Plan and all amendments in additional to those corporate documents while purchasers, in standard contract of sale form, represent they have read.
- Additional information or documents may be requested
- Any package not submitted in its entirety will be returned. You must allow three (3) weeks for processing.

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

- \* Non refundable Administration fee in the amount of \$500.00 payable to Kaled Management Corp. (purchaser).
- \* Non refundable Credit check fee of \$100.00 per person payable to Kaled Management Corp. (purchaser)
- \* Recognition agreement fee the amount of \$200.00 payable to Kaled Management Corp. (purchaser)
- \* Non refundable application fee of \$350.00 payable to Forest Hills Chateau Corp. (Purchaser)
- \* Move-in deposit of \$500.00 payable to Forest Hills Chateau Corp. which will be refunded provided there has been no damage to the premises. Violations of the move-in policy will result in forfeiture of the deposit. (Purchaser)

#### Seller's Fees (Other fees might apply)

- \* Move-out deposit of \$500.00 payable to Forest Hills Chateau Corp. which will be refunded provided there has been no damage to the premises. Violations of the move-in policy will result in forfeiture of the deposit. Must be submitted with the application.
- \*Administrative fee 1% of the sales price payable to Forest Hills Chateau Corp. This will be payable at closing.

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.

\*\*Please be sure to remove social security numbers from all documents except the credit/criminal authorization.

ALL PURCHASERS OR INDIVIDUALS (OVER THE AGE OF 18) WHO ARE TO RESIDE IN THE APARTMENT, AS WELL CO-PURCHASERS AND GUARANTORS MUST COMPLETE AND SIGN THE ENCLOSED CREDIT/CRIMINAL AFFIDAVIT. PHOTO ID OF ALL MUST BE PRESENTED AT TIME OF INTERVIEW.

PLEASE MAKE ADDITIONAL COPIES OF THE FORMS IF NEEDED.



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

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 SECURTLY 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
  - o IRA
  - o CD'S
  - o 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.

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

## RESOLUTION OF FOREST HILLS CHATEAU CORP.

The undersigned hereby certifies that the following resolution was adopted by the Board of Directors of Forest Hills Chateau Corp. at a Board of Directors' meeting held on November 9, 2022:

"A new policy which requires all residents to submit proof of their Homeowners Insurance Policy within a reasonable time frame or they will acquire a monthly fee on their account. This policy was approved by the Board of Directors and will be strictly enforced."

Shareholder ownership of the apartment extends from the exposed area of the walls into the apartment. This includes fixtures, cabinets and interior of cabinets, interior of closets, and reachable plumbing. Your cooperative homeowner's insurance policy should cover all personal items as the cooperative does not cover contents or personal property in apartments at any time.

By: SECY
Rahinya Jones, Secretary

State of New York )
County of Queens )

Notary Public

SUSAN M. RUBIN
Notary Public, State of New York
No. 01RU5046858
Qualified in Suttolk County
Commestions units by 207, 20

## **PURCHASE APPLICATION**

Purchase Price	·	Amount Financing
Deposit on contract	and the same of th	Cash needed to close
Sellers		
Present Address		
Telephone #		
Attorney	Tele #	Email
Address		
**************************************	*****	*********
Social Security (Last 4 digits):	***	
Address:		
Email:		
Iome Telephone Number(s) ()		
Vork Telephone Number(s) ()		
Attorney	Tele #	Email
Address		
Co-Purchaser's Name(s):		
ocial Security (Last 4 digits):		
ddress:		
Iome Telephone Number(s) ()		Cell ()
Vork Telephone Number(s) ()		
ame(s) Tittle to be Held in		
(1)		

·			
Employer Address:			
Occupation(s):			
Present Amount of Mont			
Name of Landlord and T	elephone:	( )	
Length of Residency:			
Reason for Leaving:			·
Employer's Name(s):			
Length of Employment: _			
Present Amount of Month		Mortgage: \$	
Present Amount of Month	hly Rent: \$	Mortgage: \$(	
Present Amount of Month Name of Landlord and To	hly Rent: \$elephone:	( )	
Present Amount of Month Name of Landlord and To Length of Residency:	hly Rent: \$elephone:	( )	
Present Amount of Month Name of Landlord and To Length of Residency:	hly Rent: \$elephone:	( )	
Present Amount of Month Name of Landlord and To Length of Residency: Reason for Leaving:	hly Rent: \$elephone:	( )	
Present Amount of Month Name of Landlord and To Length of Residency: Reason for Leaving: Current Housing Status	own	Other	
Present Amount of Month Name of Landlord and To Length of Residency: Reason for Leaving: Current Housing Status Rent	Own	Other	
Present Amount of Month Name of Landlord and Te Length of Residency:  Reason for Leaving: <u>Current Housing Status</u> Rent  Current Rent	OwnLandlord_ Condo or private house:	Other	
Present Amount of Month Name of Landlord and To Length of Residency:  Reason for Leaving:  Current Housing Status  Rent  Current Rent  If presently living a Co-op,	OwnLandlordCondo or private house:	Other Tele#	

Names		Relationship		A (CI !! )
. 1441205	West of the second seco	Keiauonsnip		Age (Children Onl
****				
			The state of the s	
		ding known by applica		
	cal instruments pla	yed by Applicants and	I the extent they a	are played at home:
	cal instruments pla	yed by Applicants and	I the extent they a	
ist any musi	cal instruments pla Person	yed by Applicants and	the extent they a	
ist any musi	cal instruments pla Person	yed by Applicants and all Information Regard	the extent they a	
	cal instruments pla Person <u>Applicant</u>	ayed by Applicants and	the extent they a	
ist any musi ame tizenship	cal instruments pla Person <u>Applicant</u>	yed by Applicants and	the extent they a	
ist any musi ame tizenship	cal instruments pla Person <u>Applicant</u>	ayed by Applicants and	the extent they a	

and complete. I acknowledge receipt, have read, and agree to adhere to the House Rules and Alteration Agreement of Forest Hill Chateau Corp.		
Signature of Applicant:	Date:	
Signature of Co-Applicant:	Date:	

## **FINANCIAL STATEMENT**

Name (s)		
Address		
The following is submitted	as being a true and accurate statement of the financial condition of the undersigned o	<u>.</u>
theday of	:.	m

ASSETS			LIABILITIES		
	Applicant	Co-Applican	t	Applicant	Co-Applica
Cash in banks			Notes Payable:		T STATE OF THE STA
Money markets Funds			To Banks		<b></b>
Contract Deposit			To Relative		
Investments: Bonds & Stocks			To Others	······································	
-see schedule			Installment Accounts Payable:		
Investment in Own Business			Automobile		<del> </del>
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		
COMBINEI	ASSETS				
OURCE OF INCOME			1		
	A				
ase Salary	Applicant	Co-Applicant	COMBINE	D	
vertime Wages			CONTINGENT LIABILITIES		
onus & Commissions			As Endorser or Co-maker on Notes	\$	
ividends and Interest Income			Alimony Payments (Annual)	\$	
eal Estate Income (Net)			Child Support	\$	
ther Income - itemize			Are you defendant in any legal action?		
OTAL			Are there any unsatisfied judgments?		
ENERAL INFORMATION			Have you ever taken bankruptcy? Expl	ain:	
	Applicant	Co-Applicant			
rsonal Bank Accounts at			DDOIECTED EVENORO (1.00)		
			PROJECTED EXPENSES / MONTH	ILY	
			Maintenance		
vings & Loans Accounts at					***************************************
			Apartment Financing Other Management		
			Other Mortgages		······································
pose of Loan			Bank Loans		
-			Auto Loan		***************************************
			TOTAL		

		SCHEDUL	E OF BONDS A	ND STOCKS		
Amount of Shares	Descrip		luation in Column)	Marketable Value Non-Marketable		
						The state of the s
		SCHED	ULE OF REAL E	STATE		
Description and I	_ocation	Cost	Actual Value	Mortgage /	Amount	Maturity Dat
s	pecify any	SCHEDUL assets pledged as	E OF NOTES PA collateral, including	YABLE the liabilities they se	cure:	
To Whom Payable	Date	Amount	Due	Interest		d as Security
foregoing application	(pages 1 ti	rough 5) has been	n carefully prepared,	and the undersigned	hereby sole	mnly declare(s)
		ned herein is true a	and correct.			
e			Signature			-
e	***************************************		Signature			

-

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## Gross Monthly Income of Applicant(s)

	<u>Applicant</u>	Co-Applicant	<u>Total</u>
Base salary		ATTENDED AND ADMINISTRATION OF THE PARTY OF	
Overtime	TO CONTROL AND THE PROPERTY AND		
Bonuses		-	
Commissions'			
Other*			
Total	····		
*Explanation	of other income		
	Mon	thly Housing Expenses	
	Present	Proposed	
Rent/Maintena	ınce		
Assessments			
Bank Financin			
Other Financin			
Insurance			
Real Estate Tax			
Mortgage Insul			
Utilities			
	Expenses		
Total			
~ ~ ~~			

## **DETAILS OF PROPOSED FINANCING**

1ST Mortgage	Name of Bank:			
Amount of loan	Term	Interest Rate		
Monthly Paymentpayment)	(if rate is not locked i	cked in, provide prevailing rate and estimated		
Loan Officer/Mortgage	Broker Contact Information	1:		
Name	Phone Number	Cell Number		
Email				
	Reference	<u>ces</u>		
Landlord:				
Address:		Telephone:		
Occupancy From:	to			
Previous Landlord				
Address		Telephone		
OccupancyFrom:	to			
Personal References:				
1. Name		Name		
Address		Address		
2. Name		Name		
		Address		
3. Name		Name		
		Address		
4. Name		Name		
		Address		

Business References:	
1. Name	Name
Address	Address
2. Name	
Address	
<u>Financial</u>	
Name of Bank:	
Address:	
Type of Account:	
Name of Bank:	
Address:	
Type of Account:	
Name of Accountant:	

Please answer yes or no to the following questions. If any of the answers are yes please explain on the back of this page or use additional paper.

		Applicant	Co-applicant
1.	Have you any outstanding judgements?	44124	
2.	In the last seven years have you declared bankruptcy?		-
3.	Are you a co maker or guarantor on a note?	***************************************	******
4.	Are you party to a lawsuit?	***************************************	STORE SECOND AND AND AND AND AND AND AND AND AND A
5.	Are you obligated to pay alimony, child support, or separate maintenance?		
6.	Have you ever lived in the building before?	***************************************	
7.	Will any part of your cash payment be borrowed?	***************************************	
Details	of above items:		

## Forest Hills Chateau Corp.

The undersigned hereby agrees to abide by the Forest Hills Chateau Corp. House Rules which states the following:

"The floors of each apartment must be covered with rugs, carpeting of noise reducing material and padding, to the extent of at least 80% of the floor area of each room except only kitchens and bathrooms, in order to prevent excess noises from disturbing other residents."

The owner must have all carpet installation completed and inspected by building personnel or Board of Directors "prior to moving into premises."

Signature of Purchaser_		
Printed Name		
Date		

# AFFIDAVIT OF COMPLIANCE WITH CARBON MONOXIDE/SMOKE DETECTOR REQUIREMENT FOR DWELLINGS

State of New York	)		
	) SS		
County of	)		
The undersig grantor of the real pr	ned, being duly sworn, depos operty or of the cooperative c	e and say under penalty of orporation owning real prop	perjury that they are the erty located at:
Street Addres	SS	Unit/Apt.	_
	New York,	, (the "Premise ck Lot	s")
Borough	Bloc	ck Lot	•
manufacture, design Prevention and Build The grantor is	Premises is an approved and of and installation standards as ing Code Council.  Is in compliance with Subdivisity signature of at least one grain	established by the State of on 5(a) of Section 378 of the	New York Fire  e New York State
Name of Grantor (Ty	pe or Print)	Name of Grantee (Type or	· Print)
Signature of Gran	tor	Signature of Grantee	
Sworn to before me Thisdate of	20	Sworn to before me Thisdate of20	

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

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

#### WINDOW GUARDS REQUIRED

#### **NOTICE TO OWNER**

You are required by law to have window guards installed if child 10 years of age or younger live in your apartment.

Your landlord is required by law to install window guards in your apartment:

- If you <u>ask</u> him to put in window guards at any time (you need not give reason)
- If a child 10 years of age or younger lives in your apartment

<u>It is a violation of law</u> to refuse, interfere with installation, or remove window guards where required.

#### **CHECK ONE:**

- CHILDREN 10 YEARS OF AGE
   OR YOUNGER LIVE IN MY APARTMENT
- NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- I WANT WINDOW GUARDS EVEN
   THOUGH I HAVE NO CHILDREN
   YEARS OF AGE OR YOUNGER

SHAREHOLDER	(PRINT)
SHAREHOLDER	(SIGNATURE)
SHAREHOLDER	(SIGNATURE)

#### FOR FURTHER INFORMATION CALL:

Window Falls Prevention Program New York City Department of Health 125 Worth Street, Room 222A New York, N.Y. 10013 (212) 566-8082

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

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

Name	of buyer(s):	
Lease	Premises Address	
Apartn	nent Number:	(the "Leased
Date of	f Closing:	Premises")
CHECK	ONE:	
1. [	There is <u>NO</u> M Premises.	faintained and Operative Sprinkler System in the Leased
2. [	There is a Mai Premises.	ntained and Operative Sprinkler System in the Leased
	A. The last da inspected was	ite on which the Sprinkler System was maintained and on
from a fl extinguls Section 1	re will automatics in it or prevent it. 155-a(5)).	system of piping and appurtenances accordance with generally accepted standards so that heat ally cause water to be discharged over the fire area to s further spread (Executive Law of New York, Article 6-C,
as to the help me r	nake an Informed	cures:  ne disclosure set forth above. I understand that this notice, -existence of a Sprinkier System is being provided to me to didecision about the Leased Premises in accordance with erty Law Article 7, Section 231-a.
Buyer;	Name: Signature:	
	Name; Signature;	Date:
Seller	Name: Signa <u>t</u> ure	Date

i h	liciusing buill before 1978 n realth hazards if not manag yamen. Before realing are	nay contain tea ed properly. Les	d-based point. Lead fro Id expastre is espedally	r Lead-Based Paint Hazards on point, point chips, and dust can pose harmful to young children and pregnonl esence of known lead-based paint and/or a federally approved pamphilet on lead
	essor's Disclosure			
(a)	Presence of lead-based (I)Known lead-based	paint and/or le	ed-haced mint be-	dan dada sa dan sana
	(i) Known lead-b: (explain).	ssed paint and	or lead-based paint h	azards are present in the housing
	(II) Lessor has no I	Mowledge of I	and Inc.	
	housing.	Washing Fr Di N	eac-pased paint and/o	or lead-based paint hazards in the
(D)	Records and reports avail	table to the les	sar (check (1) or (11) be	low:
				ords and reports pertaining to the housing (list documents
		-	is pertaining to lead-b	ased paint and/or lead-based
(c)	ee's Acionowledgment (in	iuai)		
(d) (d)	Lessee has recel	ed coples of a	ll information listed at	love_
	Lessee has receiv	eo me bambh	let Prolect Your Family J	rom Lead in Your Home.
Ager	nt's Acknowledgment (Init	lai) ed the lessor n		
Certi	fication of Accuracy			
The fo	ollowing parties have review formation they have provide	ed the Informati d Is true and ac	on above and certify, to curate.	the best of their knowledge, that
		Date	PCCUL	
essor		-	Lessor	Date
essor essee		Date Date Date	Tessee Tessee	Date

Re: Sale of Apartment #	Address:		
CREDIT CHECK AUTHORIZA	TION		
Name:			
Date of Birth:			
Social Security Number:		V	
Home Address:			_
			-
In connection with my purchase of myself. I further authorize all cred information they may have about m This authorization, in original or cobe requested. Further information of time.	it agencies, banks, lending the and release them from a ppy form, shall be valid for	g institutions and pany liability and re for this and any fut	persons to release esponsibility doing so. ure reports that may
Signature	<u></u>	Date	
	 Date	MANAGEMENT TO THE PROPERTY OF	Signature
	Date		

Re: Sale of Apartment #Ad	dress:
CREDIT CHECK AUTHORIZATION	
Name:	
Date of Birth:	
Social Security Number:	
Home Address:	
myself. I further authorize all credit agencies, information they may have about me and relea This authorization, in original or copy form, sl	authorize the procurement of a credit report of banks, lending institutions and persons to release se them from any liability and responsibility doing so. hall be valid for this and any future reports that may ilable upon written request within a reasonable period
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 whatsoever incurred in furnishing such information.

Print Name:	Date of Birth:
Signature:	
Social Security #:	
Print Name:	Date of Birth:
Signature:	
Social Security #:	
Address	
Address:	
City:	
State:Zip Code:	

## Applicants' Release

Re: Building Address:
Apartment #
The undersigned applicant(s) is (are) submitting an application to purchase/sublease the above referenced apartment.
Applicant has submitted payment for certain fees including but not limited to fees to check applicants' credit and to process this application.
Applicant acknowledges that the application to purchase/sublet the apartment may or may not be approved by the Board of Directors of the Cooperative Corporation owning the building in its sole discretion and that if the application is approved or not approved certain costs and expenses will be incurred and the fees described above will not be refunded to the applicants.
The applicant(s) releases both the cooperative corporation and the managing agent from any liability for the return of these funds incurred in processing the application, and agrees that in the event the applicant seeks recovery of such fees, the applicants shall be liable for all cost and expenses (including attorney's fees) incurred by the cooperative, transfer agent and/or managing agent.
Applicant
Applicant
Date:

### Forest Hills Chateau Corp.

58-03 Calloway St. Rego Park, NY 11368

Dear Shareholders/Residents:

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

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

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

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

Very truly yours, Board of Directors BOARD OF DIRECTORS Forest Hills Chateau Corp. 58-03 Calloway Street Corona, NY

## NO PETS POLICY

Date:
The undersigned occupant(s) of apartment at <u>58-03 Calloway Street</u> understand(s) that the coop does not permit dogs. The undersigned occupant(s) of apartment further represent(s) that I/we do not possess any dogs and will not possess any dogs in the future in regard to my/our occupancy of the above referenced apartment.
This representation is made knowing that the Cooperative Corporation is relying upon this statement and will consider approving the potential purchase of the aforementioned premises based upon this representation.
I/We have been advised of the House Rules regarding dogs.
The undersigned further represent(s)t that I/we are aware that any breach of this statement is a material representation and grounds for fines, penalties and legal fees or termination of our Proprietary Lease.
<i>•</i>
Sign and Print Name
Sign and Print Name



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

**FOREST HILLS CHATEAU CORP.** 58-03 Calloway Street, Queens NY 11368

#### PARKING LOT WAITING LIST

NAME OF PURCHASER:	
PURCHASER'S PHONE NUMBER:	
APARTMENT #:	
MAKE & MODEL OF CAR:	
LICENSE PLATE NUMBER:	
*PLEASE ATTACH A CLEAR COPY OF YOUR DRIVER'S LICENSE TO THIS F	ORM.
NAME OF SELLER:	
SELLER'S PHONE NUMBER:	
SELLER'S CURRENT PARKING SPACE NUMBER:	

PLEASE BE ADVISED THAT PARKING SPACES ARE NOT TRANSERABLE FROM SELLER TO PURCHASER. PURCHASER CANNOT USE THE CURRENT PARKING SPACE OF THE SELLER. THE NEW PURCHASER WILL BE NOTIFIED BY MANAGEMENT WHEN PARKING SPACES BECOME AVAILABLE.

RE: APARTMENT AT 58-03 CALLOWAY STREET		
In connection with the proposed purchase of the above captioned apartment, please indicate your approval to the statement set forth below, by signing where indicated below. The term "renovation" includes painting and floor scraping as well as any major material alterations such as kitchen or bathroom renovations, replacement of major plumbing fixtures, electrical work in the apartment etc. Prior to beginning any work, contact the Managing Agent to review the required procedures for your job in detail.		
I understand that any work to be done in the apartment, including any major or minor renovation or cosmetic work project, contemplated at the captioned premises will require the PRIOR approval of the Board of Directors. I also understand that no work can be commenced in the premises UNTIL this approval is granted. This approval process includes BUT IS NOT LIMITED to submission of the following:		
<ol> <li>Submission to the Property Manager at the office of the Cooperative Corporation's Managing Agent a description of the scope of work to be performed, together with any proposed plans and specs.</li> </ol>		
2. Proof of insurance of any and all contractors naming the Cooperative Corporation and the Managing Agent as additional insured.		
<ol><li>The names and license numbers and phone numbers of any and all contractors and subcontractors.</li></ol>		
4. Submission of an Aztech, Blumberg form, or any other form acceptable to the Managing Agent of Alteration Agreement.		
5. Any other documents or requirements that the Cooperative Corporation's Managing Agent or City agency may require.		

6. Payment of the Renovation Security Deposit made payable to the Cooperative Corporation in

Purchaser's Signature

I UNDERSTAND AND AGREE TO ABIDE WITH THE ABOVE STATEMENT. I UNDERSTAND THAT NON-COMPLIANCE WITH THIS RENOVATION POLICY MAY RESULT IN THE TERMINATION OF MY PROPRIETARY LEASE AND THAT I MAY BE SUBJECT TO PENALTIES, INCLUDING FEES.

This policy is subject to change or modification by the Board of Directors at any time.

an amount specified by the Property Manager.

Purchaser's Signature

## SUBLET POLICY

### Forest Hills Chateau Corporation 58-03 Calloway Street - Queens, NY Revised October 2015

	## ###################################
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I WILLISTED THE TOTTOWARD INFORMATION THE	ard to the Sublet Policy of the captioned cooperative:
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-	and to the public Fullcy of the cantioned accommediant
	or min Ambriotica coolingialing.

- 1. A shareholder must OWN an apartment for THREE (3) YEARS and be in good standing before any sublet will be considered by the Board of Directors.
- 2. All subleases must be for a one (1) year period ONLY. Any subsequent sublease year(s) whether a renewal of a current subtenant or a new subtenant is subject to the review and approval of the Board of Directors. If approval is not granted to a current subtenant, said subtenant will vacate the apartment within thirty (30) days. No move-in of a new tenant can occur until Board approval is granted.
- 3. All subtenants are subject to the application procedures of the Cooperative.
- 4. A shareholder must be current in its obligation to the Cooperative (including payments of any and all amounts due on their account, including maintenance, assessments and other charges) in order for a sublet to be considered. If a shareholder is delinquent in their obligations, no sublease will be considered unless a shareholder has been in good-standing.
- 5. No subtenant or any domestic employee of a subtenant may maintain a PET in the apartment.
- 6. No subtenant can have a roommate unless such roommate was previously interviewed and approved by the Board. All house-guests must register their name and intended length of stay with the superintendent.
- Shareholder understands that subletting is limited to three one-year terms.
- 8. Each unit must have 80% floor covering. The move-in deposit will not be returned until the unit has been inspected by the Superintendent.

I further understand that any violation of this or any other aspect of the Sublet Policy will result in the immediate termination of the sublease and eviction of the subtenant. In addition to subjecting the Shareholder to Illegal Sublet Fines, Legal Action and any corresponding fees resulting therefrom and the possible termination of the Proprietary Lease.

THIS POLICY IS SUBJECT TO CHANGE AT ANY TIME.	
Agreed to:	

SHAREHOLDER	SUBTENANT



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

EMAIL: INFO@KALED.COM

#### Forest Hills Chateau Corp.

58-03 Calloway Street, Queens, NY

#### **Moving Procedures**

Moves in and out of the building are permitted Monday to Friday from 9:00~AM-4:30~PM

THERE ARE NO WEEKEND OR HOLIDAY MOVE PERMITTED.

## Please contact Willberto Ortiz at (718) 592-6568 to schedule your move.

ALL Shareholders and/ or Subtenants MUST submit a \$ 500.00 move- in or move-out deposit make payable to Forest Hills Chateau Deposit Account and send directly to:

Kaled Management Corp 7001 Brush Hollow Road Suite 200 Westbury, NY 11590 Attn: Jadea Fields

ALL MOVE-OUT DEPOSITS MUST BE A MONEY- ORDER OR BANK CHECK. WE CANNOT ACCPET A PERSONAL CHECK FOR A MOVE-OUT DEPOSIT.

\*If you are submitting a new Purchase or Sublet Application, the move- in deposit is submitted with the new application.

If you are using a moving company they must submit a certificate of insurance including the following information:

CERTIFICATE HOLDER - Name of person moving

ADDITIONAL INSURED- Forest Hills Chateau Corp., AND Kaled Management Corp.

The movers must show proof of worker's compensation and general liability insurance.

The COI can be faxed or emailed to (516)876-6812 or email: Ifields@kaled.com

#### HOUSE RULES

- (1) The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building, and the fire towers shall not be obstructed in any way.
- (2) No patient of any doctor who has offices in the building shall be permitted to wait in the lobby.
- (3) Children shall not play in the public halls, courts or stairways and shall not be permitted on the roof unless accompanied by a responsible adult.
- (4) No public hall above the ground floor of the building shall be decorated or furnished by any Lessee in any manner without the prior consent of all of the Lessees to whose apartments such hall serves as a means of ingress and egress; in the event of disagreement among such Lessees, the Board of Directors shall decide.
- (5) No Lessee shall make or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or a radio or television loud speaker in such Lessee's apartment between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if the same shall disturb or annoy other occupants of the building.
- (6) No article shall be placed in the halls or on the staircase landings nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the window sills of the building.
- (7) No awnings, window air-conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the Lessor or the managing agent, nor shall anything be projected out of any window of the building without similar approval.
- (8) No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall have been approved in writing by the Lessor or the managing agent.

- (9) No velocipedes, bicycles, scooters, baby carriages or similar objects shall be allowed to stand in building.
- (10) Messengers and tradespeople shall use such means of ingress and egress as shall be designated by the
- (11) Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as determined by the Board of Directors.
- (12) Water closets and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the water closets. The cost of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Lessee in whose apartment is shall have been caused.
- (13) No Lessee shall send any employee of the Lesser out of the building on any private business of a Lessee.
- (14) No bird or animal shall be kept or harbored in the building unless the same in each instance be expressly permitted in writing by the Lessor; such permission shall be revocable by the Lessor. In no event shall dogs be permitted in any of the public portions of the building unless carried or on leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or in the yard, court spaces or other public portions of the building, or on the sidewalk or street adjacent to the building.
- (15) No radio or television aerial shall be attached to or hung from the exterior of the building without the prior written approval of the Lessor or the managing agent.
- (16) No vehicle belonging to a Lessee or to a member of the family or guest, subtenant or employee of a Lessee shall be parked in such a manner as to impede or prevent ready access to any entrance of the building by
- (17) The Lessee shall use any available laundry facilities only upon such days and during such hours as may be designated by the Lessor.

- (18) The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
- (19) Unless expressly authorized by the Board of Directors in each case, the floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material, to the extent of at least 80% of the floor area of each room, excepting only kitchens, pantries, bathrooms, maid's rooms, closets, and fover.
- (20) No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the consent of the Lessor or its managing agent.
- (21) The Lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee during 10 days after notice in writing from the Lessor or the managing agent to clean the windows, such cleaning may be done by the Lessor, which shall have the right, by its officers or authorized agents, to enter the apartment for the purpose and to charge the cost of such cleaning to the Lessee.
- (22) Complaints regarding the service of the building shall be made in writing to the Sponsors or to the Board of Directors.
- (23) Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.
- (24) If there be a garage in the building, the Lessee will abide by all arrangements made by the Lessor with the garage operator with regard to the garage and the driveways thereto.
- (25) The following rules shall be observed with respect to incinerator equipment:
- (i) All wet debris is to be securely wrapped or bagged in small package size to fit easily into the hopper panel.
- (ii) Debris should be completely drip-free before it leaves the apartment and carried to the incinerator closet in a careful manner and in a drip-proof container; then placed into the flue hopper so it will drop into the flue for disposal.
- (iii) No bottles or cans shall be dropped down the flue before 10:00 a.m. or after 5:00 p.m., but shall be left in a neat manner in service elevator area, if such items must be disposed of before 10:00a.m. or after 5:00 p.m.

- (iv) Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into hopper opening. Small items of this nature may be left in a neat manner on the incinerator closet floor. Bulky items should be left at service elevator area between 10:00 a.m. and 6:00 p.m. and service employee summoned to dispose of them by way of the service elevator.
- (v) Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans or any other inflammable, explosive, highly combustible substances or lighted cigarettes or cigar stubs be thrown into the incinerator flue.
- (vi) Vacuum cleaner bags must never be emptied into the flue. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then be placed through hopper door panel into flue.
- (vii) The Board of Directors shall be notified of any drippings, or moist refuse, appearing on incinerator closet floor and corridors.
- terrace, balcony or roof without the prior written approval of the Lessor. Plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace, balcony or roof surface, and if adjoining a wall, at least three inches from such off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet holes at the sides to draw off water. It shall be the responsibility of the Lessee to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.
- workman authorized by the Lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for control or exterminate any such measures as may be necessary to control or exterminate any such vermin, insects or other pests. If the Lessor takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the Lessee, as additional rent.
- (28) These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor.

# HOUSE RULES & REGULATIONS AND BY-LAWS

Forest Hills Chateau Corporation 58-03 Calloway Street Corona, New York 11368

(Revised February 2008 to be updated every 2 years or as needed)

## Revised February 2008

Dear Shareholder:

This booklet has been prepared by the Forest Hills Chateau Board of Directors in order to:

- 1. Inform and educate all shareholders of the existing rules and regulations governing our cooperative, and
- 2. Inform all the shareholders of their obligations to the cooperative.

Forest Hills Chateau Corporation is a cooperative ownership that was created for the purpose of housing on June 2, 1980 under the laws of the State of New York. It has 45,792 authorized shares outstanding, 43,152 allocated.

The mortgage on the property is held by the National Co-op Bank. In June 2011, the Corporation will be responsible for refinancing or negotiating the mortgage before it matures.

The cooperative is usually governed by a seven-member Board of Directors who are elected or appointed at the Annual Shareholders Meeting, usually scheduled in September.

Forest Hills Chateau Corporation's building is managed by an outside managing agent, which has a contract with the Corporation.

The House Rules & Regulations and By-Laws contained in this booklet are the guidelines that must be adhered to by all shareholders in order to ensure the safety and maintenance of Forest Hills Chateau Corporation.

Thank you,

The Forest Hills Chateau Board of Directors

# IMPORTANT PHONE NUMBERS (continued)

Police, Fire, Ambulance 911

Citywide Customer Service Call Center 311

110th Precinct Police Station (718) 476-9311

108<sup>th</sup> Street Fire Station, Ladder #324 (718) 555-9999 (At the corner of Horace Harding Blvd. & 108<sup>th</sup> Street, Corona, Queens, NY)

#### Security

Building Security Guard: Lobby Phone (718) 271-6784 (on duty: 3:00 pm - 7:00 am, 7 days a week)
Cambridge Security
(212) 889-5215 (office)
Nextel x9956

### **Towing**

PLE Towing Inc. 18-41 Steinway Street, Astoria, NY 11105 (718) 779-6100

# FOREST HILLS CHATEAU CORPORATION

## HOUSE RULES AND REGULATIONS

The following rules and regulations are a part of each Occupancy Agreement (see Prospectus) and have been adopted after careful consideration and discussion. Full compliance is mandatory on the part of all shareholding residents.

The Superintendent, the Handyman and the Porter are employed to maintain the building and are responsible for the daily operations of the corporate property. Service request forms can be obtained from the Superintendent and/or the Instructions for or directives to the Maintenance Staff should be issued by the Managing Agent.

## a. Co-Op Spirit

This is a cooperative undertaking and its success depends greatly upon the fullest effort on the part of every resident, the officers and directors, committees, employees and management, to promote the cooperative spirit at all times.

Standing committees designed to promote cooperative spirit are:

- Maintenance (including Exterior & Interior Building Renovations)
- Complaint/Suggestions
- Decorating
- Floor Captains
- Hospitality
- Newsletter
- Security
- Senior Citizens

## b. Maintenance Charges

The monthly maintenance statement will be submitted to each shareholder before the first of each month. It is required that these charges be paid by check or money order, mailed to the Managing Agent in the envelopes provided. payments will be accepted at the building by any employee or board member, for the protection of the corporation. Payments must be received by Management on

or before the fifteenth (15th) day of the month; otherwise a \$40.00 late fee will be assessed.

## c. Maintenance Staff

No employee of the Corporation is authorized or permitted to do any private work during the regular hours of the work schedule and no shareholder shall request an employee to do any private work during the hours of employment or accept an offer to that effect.

Complaints regarding the maintenance of the building shall be made in writing to the Managing Agent and the President of the Board of Directors.

# d. Cable System & Master Television Antenna

The Forest Hills Chateau Corporation is cable-ready. Cable TV is available through Time Warner Cable (718) 358-0900.

The master antenna is available and there is a closed circuit TV camera in the lobby. Shareholders and tenants who do not have cable can turn to Channel 6 in order to view visitors and activities in the lobby, provided they connect a coaxial cable to the TV; this will allow residents to view visitors.

## e. Recycling/Disposal of Trash & Debris

Reminder: All bottles, jars and containers must be rinsed out before placement in the recycling bins. Disposal must be concurrent with the New York State Recycling Law.

Food or debris of any kind must not be thrown out of the windows. Violators will be fined at the discretion of the Board according to the severity of the violation.

The water closets and sink areas located on each floor shall only be used by the maintenance staff. Shareholders and tenants will only use the recycling bins and incinerator chutes in these areas.

The following rules shall be observed with respect to incinerator equipment, garbage and refuse:

- All wet debris to be securely wrapped or bagged in small package size to fit easily into the chute.
- Debris should be completely drip-free before it leaves the apartment and carried from the apartment to the incinerator closet in a careful manner, then placed in the chute for disposal.
- No bottle or cans shall be dropped down the chute, but shall be left neatly packed in the incinerator closet on each floor or brought to the first floor (basement) at the following times:
  - Monday through Friday: 7:00 am to 4:00 pm
  - Saturday, Sunday and holidays: 7:00 am to 3:00 pm

All trash and debris must be placed in the appropriate receptacles in the lobby and the garage. Shareholders must not block the drains in the indoor and outdoor garage areas with any debris, litter, etc.

## f. Security

All guests of shareholders MUST sign in at the security desk in the lobby. This is a non-negotiable house rule. Refusal to sign the guest book will result in being escorted from the premises by the Security Guard or the Superintendent.

Building security has been instructed and empowered to enforce the House Rules. The security guards have the right to permit or stop any visitor from entering the building if such person presents a threat to the residents.

# g. Procedure for Acquiring Indoor/Outdoor Parking Space

Shareholders who wish to rent a parking space must adhere to the following procedure:

- Request in writing to the parking coordinator
- Obtain an application form from the parking coordinator
- Submit the completed application to the parking coordinator with the necessary funds and documentation.

When a parking space becomes available, the shareholder must submit a check for the parking deposit, a check for the rental of the remote control, sign the parking lease agreement and receive an auto sticker to be placed in the rear left windshield (driver's side) of the vehicle.

# g. Procedure for Acquiring Indoor/Outdoor Parking Space (continued)

Please note that applications will be accepted from the shareholders who are <u>in</u> good financial standing. Shareholder must show original and valid registration, insurance and drivers license, which must be registered at the Forest Hills Chateau address.

No shareholder or employee shall use the indoor or outdoor parking facilities for the purpose of washing or making any mechanical repairs to a vehicle.

No vehicle belonging to a shareholder, family member, guest or employee shall be parked in such a manner as to impede or prevent ready access to any entrance of the building or to block garage doors.

Note: Parking is a privilege and not mandatory.

## h. Laundry Facilities

The hours for the use of the laundry room in the basement will be from 7:00 am to 11:00 pm, seven days a week. The use of the laundry room is PROHIBITED before and after these hours. Therefore, the last wash is no later than 10:00 pm. The charges for the use of the laundry equipment are established by the vendor. This equipment must be used with care inasmuch as the income derived from this source is used to help keep our maintenance charges stabilized. Friends and other outsiders are NOT permitted to use the laundry room facilities or laundry equipment. In addition, no pets are allowed in the laundry room as per the New York City Department of Health.

## i. Public Areas & Co-op Premises

The use of any space, i.e., meeting room, laundry room, community room, or any other facility outside of the individual apartments is furnished by the corporation. Under no circumstances is the corporation or its agents liable for any injury, loss or property damage incurred by the party or parties using the public areas.

Shareholders must keep children and pets out of the shrubbery and grassy areas – landscaping is a very expensive item, and beautiful grounds enhance our property. Penalties will be assessed to violators.

Keeping the exit doors open at any time during a party or private event is prohibited. The fee to rent the basement area for private events is a non-refundable \$80 for shareholders only. In addition, there is a \$100 security deposit; this deposit is refunded if no damages have been incurred during the event. However, the Corporation is not liable for personal injuries. Music must be at a moderate volume so as not to disturb other shareholders. Guests are not allowed to loiter on the premises. Failure to comply will result in immediate termination of the event, a fine will be imposed and privileges to hold future events will be suspended.

The public halls and stairwells of the building shall not be obstructed or used for any purpose other than to enter and exit from the apartments in the building.

Neither children nor adults shall play or loiter in the public halls, stairways, elevators, or fire escapes and shall not be permitted on the roof. Loitering is expressly prohibited in the public halls, service doors, garage door, basement, lobby, stairwells or parking areas.

No one is permitted to sit at the front entrances on the building, on the ledge or in the side yard at the corner of 57<sup>th</sup> Avenue and Calloway Street.

No items are permitted to obstruct the fire escapes or the roof of the building, according to the Fire Department and Building codes.

No public hall of the building shall be decorated or furnished by shareholders.

All residents and guests are prohibited from defacing any property, i.e., writing on or marking the walls of the public halls, elevator doors and the interior of the elevator cabs.

No article shall be placed in the halls or on the staircase landings. Shaking mops, rugs, bedding, clothing and other articles out of doors, windows or fire escapes is prohibited. No articles are permitted to be aired from fire escapes or window sills. This includes clothing, mops, pails, plants, etc. These items create an obstruction, which is a violation of the regulations of the Building Department and Fire Department. If the co-op receives a fine, this fine will be passed on to the shareholder and will be assessed to the monthly maintenance.

No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other parts of the building, except such as shall have been

approved in writing by the Board of Directors or the Managing Agent. The designated areas for postings are the bulletin boards in the laundry room and with Board approval over mailboxes.

Baby carriages, bicycles, shopping carts, skateboards, roller skates, strollers, etc. are NOT permitted to be left in the public halls of the building. They must be taken into the apartment. Shareholders are prohibited from leaving shoes, boots, rubbers, umbrellas, raincoats and other items of apparel outside of their doors in the public halls. Such items must be taken into the apartments.

Mats and small rugs in front of the apartment door are prohibited. Failure to comply will result in a fine.

#### j. Noise

No resident shall make or permit any disturbing noises in the building. No shareholder shall interfere with the rights, comfort or convenience of other residents.

Televisions, stereo systems and musical instruments shall not be played at a high volume which will disturb, annoy or interfere with the comfort of other residents. This mandate must be strictly observed after 10:00 pm and in the early morning hours.

Other forms of noise will not be tolerated in apartments or in the hallways at any time; these include the following:

- Running
- Dancing
- Loud talking, yelling or screaming
- Jumping
- Excessive knocking and hammering
- Ball playing
- Vacuuming

Complaints regarding noise shall be made in writing to the Managing Agent and the President of the Board of Directors.

## j. Noise (continued)

Notwithstanding the foregoing, the Board of Directors reserves the right to proceed in a manner other than as specified, including but not limited to the immediate commencement of legal proceedings, in its sole discretion, when the offenses committed or the circumstances surrounding them indicate that such proceedings

- 1<sup>st</sup> offense: Written warning by Management
- 2<sup>nd</sup> offense: Meeting with complainant, violator and Site Manager
- 3<sup>rd</sup> offense: \$500 fine assessed to monthly maintenance
- Final offense: Eviction process will be initiated. Legal action will be

Shareholders and guests are prohibited from talking in a loud or profane manner in the hallways in front of the premises. Building Security will enforce this policy and notify police in the case of non-compliance.

## k. Apartment Conditions & Alterations

All shareholders must first notify management and then be approved for any renovations which are done in the apartment. If a shareholder starts the renovation (major or minor) without signing the renovation agreement and gaining management's approval, a severe fine will be assessed to the shareholder.

No window air conditioners or fans shall be used in or about the building except those approved by the Managing Agent. No items can project out of any window.

All apartment floors must be 80% covered with wall-to-wall carpeting or rug with thick padding or equally effective noise-reducing material, except kitchens, bathrooms, closets and foyer. Apartments will be inspected.

The shareholder must keep the saddle (instep to the door) and apartment door clean at all times.

All residents must keep the windows of their apartments clean and free of debris.

The agents of the Corporation, and any contractor or workman must have written authorization from the Corporation to enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain and/or take necessary measures to control or exterminate any rodents or insects. The contracted exterminator will be on-site on the second (2<sup>nd</sup>) and fourth (4<sup>th</sup>) Saturday mornings of every month from 9:00 am to 12:00 noon; shareholders can sign up for this service in the mailbox area.

No alterations shall be made in any unit without prior written approval of the Managing Agent. All requests for approval should be made in writing and accompanied by an outline or diagram. The shareholder shall be responsible for the cost of repairs due to damages resulting from such requested alterations. The Board reserves the right, in the event that a request for approval is made, to retain the services of an engineer or architect if it deems it advisable, and that the expense of said engineer or architect must be borne by the shareholder requesting permission.

## l. Resale Procedure

- 1. Any shareholder desiring to resale his/her apartment should contact the Managing Agent. An application for approval of the resale will be sent to the prospective buyer for completion.
- 2. No sale may occur until a formal written application is submitted to the Managing Agent. The shareholder will receive written notification from the Board approving the sale.
- 3. Once completed, the application must be returned to the Managing Agent with the documents requested.
- 4. All references will be contacted.
- 5. When the contract indicates that the obligations of the purchase are contingent on issuance by a bank of a loan commitment letter, then said application will be held \by Management until such letter is received. If the contract contains no such provision, the application and a copy of the contract will be submitted to Management.
- 6. After review of these forms, the Management will request an interview with the prospective purchaser before accepting or rejecting the application. Seller must provide prospective purchaser with a copy of the prospectus and the House Rules for review prior to the interview with the Board of Directors.
- 7. All intended occupants of the apartment must be present at the interview; otherwise the interview will be immediately terminated. Any discrepancy between the number of occupants stated on the application and the number of occupants who actually reside in the apartment will result in penalties up to and may include legal intervention.
- 8. Any further contacts between the buyer and seller or their legal representatives must be conducted through the Managing Agent, and/or the corporation's attorney.
- 9. The Board of Directors will interview the prospective candidates and send approval or denial to management.
- 10.All Administrative Costs are included in the prospective purchase package.



# **NEW YORK CITY FIRE DEPARTMENT**

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

## **APARTMENT BUILDING FIRE SAFETY**

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



There have been over 140 e-bike and other lithium-ion structural fires in New York City in the first  $10\frac{1}{2}$  months of 2022 alone. Six persons died and 140 persons were injured in these fires. Apartments have been severely damaged.

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

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

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

- Fire or Smoke
- Battery overheating
- Change in battery shape or color

- Battery leaking
- Strange battery smell
- Battery making odd noises

## Powered Mobility Device Fire Safety

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

	tion the text of sending of this notice.
١	IOTICE (THIS SHOULD BE FILLED OUT BY YOUR LANDLORD)
	UNIT INFORMATION
	STREET:
-	UNIT OR APARTMENT NUMBER:
	NUMBER;
	CITY/TOWN/VILLAGE:
-	STATE:
	VIAI E.
1	ZIP CODE:
L	
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)
	CYES
	<b>⊠NO</b>
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 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 residence (exemption under subdivision 1 of section 214 of the Real Property Law);
	subdivision 2 of section 214 of the Real Property Law);
	subdivision 5 of section 214 of the Real Property Law);
	<ul> <li>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);</li> </ul>
	x 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);
	<ul> <li>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);</li> </ul>
	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

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

Tenant		Date		
Tenant		Date		
I acknowledge receipt	of the Good Cause Eviction	n Law Notice		
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):				
withdraw the unit from		ase because the landlord seeks in good faith use in an eviction proceeding, the landlord in the by clear and convincing evidence (good callerty Law):		
	odation by clear and conv	ase because the landlord in good faith seek an an eviction proceeding, the landlord must acing evidence (good cause for eviction und		
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 in oo 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);				
premises to a prosp eviction under parag	ective purchaser, mortgag graph f of subdivision 1 of	pase because the tenant has unreasonably irs or improvements required by law or for t e, or other person with a legitimate interest ection 216 of the Real Property Law):	he purposes of showing the in the premises (good cause for	
l. The lar for an illegal purpos	ndlord is not renewing the e (good cause for eviction	ease because the tenant is using or permitti under paragraph e of subdivision 1 of sectio	ng the unit or premises to be used in 216 of the Real Property Law):	
municipal agency is removed from possible removal of the tensible removal of the tensible removal of the tensible removal of the tensible removed otherwise compel til	aving jurisdiction must her nession of a unit on this ba ant and that the landlord di acate order. If the landlord or secure payment, in a n a shall be applied against r and safety, the tenant shal 5. The tenant also retains to	ease because the tenant's occupancy of the nuing to let the tenant occupy the unit. For the issued an order requiring the tenant to vacis unless the court finds that the cure of the not, through neglect or deliberate action or does not try to cure the conditions causing the anner satisfactory to the court, to cure the vint owed to the landlord. Even if removal of the beentitled to resume possession at such the right to bring an action for monetary dame all applicable state or municipal housing coduct the Real Property Law):	his good cause to apply, a state or cate the unit. No tenant shall be violation of law requires the failure to act, create the condition he violation of the law, the tenant iolation. Any tenant expenditures a tenant is absolutely essential to me as the dangerous conditions	
(c) interfering with	the landlord's, another ten	lease because the tenant is either (a) commossive negligently causing substantial dam nt's, or occupants of the same or an adjace agraph c of subdivision 1 of section 216 of ti	age to the unit or the premises;	