

SALES APPLICATION:

FOREST HILLS INN APTS. LTD.

***20 Continental Ave.
Forest Hills, NY***

Contact Information:

**Ms. Susan Rubin
Transfer Agent
Kaled Management Corp.,
7001 Brush Hollow Road Ste: 200
Westbury, NY 11590
(516) 876-4800 x 313 Fax (516) 780-8313
Susan@kaled.com**

Bldg. # 340

11/2023



management corp.

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

WWW.KALED.COM

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

EMAIL: INFO@KALED.COM

IMPORTANT INFORMATION REGARDING YOUR SOCIAL SECURITY NUMBER

PROTECTING YOUR PRIVACY

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

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

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

If you have any questions please contact the Management Office.

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

- * Submit completed packages to: **Ms. Susan Rubin c/o Kaled Management Corp., 7001 Brush Hollow Road, Westbury, NY 11590.** Please allow three (3) weeks for the processing of the application and Board review.
- * All prospective Purchasers and everyone living in the apartment are subject to application review. Kaled 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.
 - Please submit One (1) collated copy and one (1) original (Totaling Two (2) complete packages).
- *Please remove your social security number from all documents except credit/criminal check authorization which should be in original package.
- * Please only put the credit/criminal authorization in the original package
- *Incomplete application packages will be returned to the buyer or broker.

If instructions are not followed packages will be returned

- Application Handling & Procedures:
Upon receipt of the completed application and required documents, the Transfer Agent will proceed in obtaining a current credit/criminal report for the applicant. All completed documents are reviewed and verified by the agent prior to submitting them to the Board of Directors, who at their discretion will arrange for an interview with the applicant if one is needed. All persons who will be residing in the premises must attend the interview. The Board upon review decides for an approval or rejection of the application and notifies Agent accordingly. The Board has no obligation to explain their decision to the prospective Shareholder or Applicant.

SALES REQUIREMENTS
APPLICATION PACKAGE CHECKLIST:

Please note 80% financing is permitted

1. Purchase Application including financial schedules _____
2. Copy of Signed Contract of Sale (Blumberg Contract Preferred by Board) _____
3. Copy of the loan commitment letter if purchaser is obtaining a mortgage.
Note: Packages will not be sent to the Board without commitment letter _____
4. Aztech form of Recognition Agreement if sale is being financed _____
5. Letter from landlord or managing agent stating you monthly rent
or maintenance, length of tenancy & amount of rent paid.
(Previous landlord if living at current resident less than one year)
If applicant is selling a residence, please provide copy of
pending sale or copy of closing statement. (explanation if none) _____
6. Two (2) Letters of reference from someone other than family,
whom has known the purchaser for a minimum
of five (5) years. Two (2) Business reference _____
7. Copy of W-2 forms for prior two (2) years,
along with IRS 1040 Tax filing _____
(Please remove social security #)
8. Letter from Employer indicating length of employment/salary _____
Two (2) most recent pay stub from latest payroll check.
(please ensure base pay and overtime pay are shown separately).
If employed less than one year please attach letter from previous employer.
If applicant is retired, copies of pension or social security award letters.
If applicant is self-employed, a letter from accountant stating annual
income and net worth. Please attach latest balance sheet & profit
& loss statement
9. Lead Paint Rider, Window Guard Rider, Sprinkler, Carbon & smoke rider
Signed and notarized by both seller(s) and purchaser(s) _____
10. Bank balance copies of your latest Bank statements _____
(2) two months. (remove account numbers)
11. Criminal/Credit authorization for each purchaser. _____
Only in original copy
12. Signed acknowledgement that House Rules have been received and read. _____

13. Purchaser must have evidence of Homeowners insurance at closing. _____

14. Fire sprinkler disclosure/coop abatement survey signed _____

*** The board of directors may require additional information.**

*** If directions are not followed application will be returned**

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

REQUIRED FEES : (All fees must be made by Certified Check or Money Order)

- * Enclose a check in the amount of \$600.00 payable to Kaled Management Corp. for administration fee. (Purchaser)
- * Credit Check Fee \$150.00 per applicant payable to Kaled Management Corp. (Purchaser)
- * Recognition Agreement fee \$200.00 payable to Kaled Management Corp. (This fee applies if you are getting a mortgage) (Purchaser)
- * Purchaser to pay move in fee of \$500.00 payable to Forest Hills Inn Apts., Ltd. This is a refundable fee if all House Rules are adhered to and no damage is done while moving. Purchasers will be billed for any damages or violations of moving rules. \$500.00 fine if moving rules are broken – (Purchaser)

Fees to be paid at closing

- * Transfer Tax Stamp fee of **\$.05 per share** payable to **Kaled Management Corp. (seller)**.
- * Closing fee **\$600.00 payable to Kaled Management Corp. (seller)**.
- * If you have a gym membership the key is required at closing otherwise there will be a charge of **\$25.00** payable to Forest Hills Inn Apts. LTD. (Seller)
- * Flip Tax – Seller to pay flip tax in the amount of **2 ½ %** of the **sales price**, payable to Forest Hills Inn Apts., Ltd (**due at closing**) (Seller)
- * Seller to pay move out fee of **\$500.00** payable to Forest Hills Inn Apts., Ltd. This is a refundable fee if all House Rules are adhered to and no damage is done while moving. Sellers will be billed for any damages or violations of moving rules. **\$500.00** fine if moving rules are broken –(Seller)
- * **\$75.00** for closing attendance fee payable to Susan Rubin (**purchaser**)
- * **\$75.00** for closing attendance fee payable to Susan Rubin (**seller**)

- * Submit completed packages to Ms. Susan Rubin/Kaled Management, 7001 Brush Hollow Rd. Westbury, N.Y. 11590. One (1) Copy and One (1) Original Are to be submitted (Totaling (2) two complete packages).

- * Please allow approximately four (4) weeks for the processing of the application and Board interview.

- * **The board of directors may require additional information**

- *Please remove your social security number from all documents except credit check authorization. Only in original package

- *Incomplete application packages will be returned to the buyer or broker

Purchase Application

Application is herewith submitted for the purchase of _____ shares of common stock of Forest Hills Inn Apartments LTD, and for the right of residency in apartment_____.

Seller's Name(s): _____

Seller's Attorney's Name:

Name of Firm/ Address:

Telephone Number:

1. **Applicant's Name:** _____

2. **Social Security(last 4 digits):** _____

3. **Home Address:** _____

4. **Telephone #:** _____ **Email address:** _____

5: **Applicant Employee**

Present Employer: _____

Business Address: _____

Telephone Number: _____

Current salary: _____

Length of Employment: _____

Persons to contact for reference: _____

Telephone: _____

6. **Co- Applicant Name:** _____

7. **Social Security # (last 4 digits)** _____

8. **Co-Applicant Home Address:** _____

9. Co-Applicant Home Telephone Number: _____ Email: _____

10. Co-Applicant Employee:

Present Employer: _____

Business Address: _____

Telephone Number: _____

Current salary: _____

Length of Employment: _____

Persons to contact for reference: _____
Telephone: _____

11. Estimated Annual Income from employment(s):

Applicant: \$ _____

Co-Applicant: \$ _____

From all other sources: \$ _____

Total: \$ _____

12. If Self-Employed please indicate the following for reference:

Name of Accountant: _____

Address: _____

Phone number: _____

Income:

Annual Salary: _____ Fees/Commissions: _____

Interest: _____ Dividends: _____

Other: _____

13. Does applicant/co-applicant wish to maintain any pets? _____

If so, specify the type and number: _____

14. Please list name and relationship of each person who will reside with you in the apartment:

Name **Relationship**

_____	_____
_____	_____
_____	_____

15. Will you live in the apartment as your primary residence? _____

16. When will you move in: _____?

17. Do you intend to use the apartment to any extent for professional or business purposes?

If so, state full details:

18. References:

List two references

1. Name

Address

2. Name

Address

19. Present Landlord:

Name

Address

Dates of Occupancy: From: _____ to _____

Rent:

20. Previous Landlord (if at present residence less than five years):

Name

Address

Dates of Occupancy: From: _____ **to** _____

Rent:

****Please have landlord reference letter included in package****

21. If you know any persons presently residing at Forest Hills Inn Apartments LTD.?

Please list their names:

22. Applicant's Attorney's Name:

Name of Firm/Address:

Telephone Number:

23. Real Estate Agent's Name:

Cell Number _____ **Email:** _____

24. Financial (Applicant/Co-Applicant)

Bank (Personal Account) _____

Address: _____

Type of account: _____

Bank Address: _____

Type of account: _____

25. If you intend to finance part of the purchase price with a loan, please state lender, amount of loan and monthly payment.

26. Are you party to any litigation? If so, please state the circumstances.

27. Have you ever been involved in a non-payment proceeding. If so, state the circumstances.

28. Are there any tax liens outstanding against you? If so, please state the circumstances.

29. Are there any other liens outstanding against you? If so, please state the circumstances.

I declare that I have examined this application and to the best of my knowledge, it is true, correct and complete.

Signature of Applicant: _____

Date: _____

Signature of Co-Applicant: _____

Date: _____

I acknowledge receipt, read and agree to adhere to the House Rules of Forest Hills Inn Apartments LTD.

Signature of Applicant: _____

Date: _____

Signature of Co-Applicant: _____

Date: _____

YEARLY INCOME AND EXPENSE STATEMENT

Applicant's Name _____

INCOME		EXPENSES	
Salary (or earned income)	\$	Mortgage Payments	\$
Bonus and Commissions		Real Estate Taxes	
Real Estate Income (Net)		Rent/Co-op/Condo Maintenance	
Share of partnership income (loss)		Loan or Note Payments	
Business Income (Net) Sole Proprietorship		Auto Loan/Lease Payments	
Dividends		Insurance Premiums	
Interest		Tuition Expenses(Student Loans)	
Pension (IRA, Keogh)		Charitable Contributions	
Social Security		Medical (unreimbursed)	
Investments (describe)		Alimony, Child Support,	
		Living Expenses (food, clothing, utilities, etc.)	
Other Income (itemize)		Credit Card Payments	
		Investment Expenses	
		Pension (IRA, Keogh)	
		Other Expenses (itemize)	
TOTAL INCOME	\$	TOTAL EXPENSES	\$

List any unsatisfied judgments or legal actions pending against you and the amounts involved _____

Have you ever gone through bankruptcy or other insolvency proceedings? _____

Date _____

Signature of Applicant

Signature of Applicant

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

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

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

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

Date_____

 Signature of Applicant

 Signature of Applicant

SCHEDULE A

CASH BALANCES AND BANK LOANS

<u>Name of Bank</u>	<u>Statement Date</u>	<u>Method of Borrowing</u>
	Cash Balance	Amt. Owed
		Secured/Unsecured

<u>Cash on Hand</u>		

<u>Totals</u>		

SCHEDULE B

STOCKS AND BONDS

<u>Shares/Par</u>	<u>Name of Security</u>	<u>In name of</u>	<u>FMV</u>	<u>Pledged to</u>

SCHEDULE C

REAL ESTATE OWNED

LOCATION _____

TYPE OF PROPERTY _____

STATE ACQUIRED _____

MORTGAGE HOLDER _____

TITLE IN NAME OF _____

COST _____

RECENT APPRAISED VALUE _____

MORTGAGE AMOUNT _____

DUE _____

Are there any liens against the above property? _____

Are there any mortgage payments, interest or taxes in arrears? _____

<u>ASSETS</u>	<u>AMOUNT</u>	<u>LIABILITIES</u>	<u>AMOUNT</u>	<u>PYMT/MOS</u>
Cash(Schedule A)		Notes Payable Bank(Schedule A)		
Stocks & Bonds		Notes Payable to Relatives		
Due from Relatives		Notes Payable to Others		
Due from Others - Good		Income Taxes Payable		
Doubtful Receivables		Other Accrued Taxes & Interest		
Real Estate Owned(Sched. C		Mortgage Payable(Sched. C.)		
Mortgages Owned(Sched. D)		Installment Contract Payable		
Cash Surrender Value of Life Insurance(Sched E		Other Liabilities (including credit card-incl. name & acct #)		
Other Assets (Itemize)				
		TotalAssets		
		Total Liabilities		
Total Assets		Net Worth		

Please use the word "NONE" where no amount is to be entered.

Schedule D
Real Estate Mortgage Owned

Mortgage A Mortgage B Mortgage C

Type of Property _____

Location _____

Type of Lien (1st, 2nd) _____

Mortgage of Record _____

Original Amount _____

Present Amount _____

Maturity _____

Are there any principal payments, interest or taxes in arrear? _____

Are there any unrecorded assignments? _____

Schedule E
Life Insurance

Face Amount _____

Company Name _____

Beneficiary _____

Type of Policy _____

Cash Value _____

Loans against Policy _____

Applicants' Release

Re: Building Address: _____

Apartment # _____

The undersigned applicant(s) is (are) submitting an application to purchase/sublease the above referenced apartment.

Applicant has submitted payment for certain fees including but not limited to fees to check applicants' credit and to process this application.

Applicant acknowledges that the application to purchase/sublet the apartment may or may not be approved by the Board of Directors of the Cooperative Corporation owning the building in its sole discretion and that if the application is approved or not approved certain costs and expenses will be incurred and the fees described above will not be refunded to the applicants.

The applicant(s) releases both the cooperative corporation and Kaled Management Corp. the managing agent from any liability for the return of these funds incurred in processing the application, and agrees that in the event the applicant seeks recovery of such fees, the applicants shall be liable for all cost and expenses (including attorney's fees) incurred by the cooperative, transfer agent and/or managing agent.

Applicant _____

Applicant _____

Date: _____

Re: Sale of Apartment # _____ Address: _____

CREDIT CHECK AUTHORIZATION

Name: _____

Date of Birth: _____

Social Security Number: _____

Home Address: _____

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

Signature _____ Dated _____

Re: Sale of Apartment # _____ Address: _____

CREDIT CHECK AUTHORIZATION

Name: _____

Date of Birth: _____

Social Security Number: _____

Home Address: _____

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

Signature _____ Dated _____

Release of Information Authorization

Authorization to obtain Criminal, Credit/Litigation Report

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

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

Print Name: _____ Date of Birth: _____

Signature: _____

Social Security #: _____

Print Name: _____ Date of Birth: _____

Signature: _____

Social Security #: _____

Address: _____

City: _____

State: _____ Zip Code: _____

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

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller'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) ☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

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

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

☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

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

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

(e) Purchaser has (check (i) or (ii) below):

(i) ☐ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) ☐ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller'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.

Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date

WINDOW GUARDS REQUIRED

NOTICE TO OWNER

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

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

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

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

CHECK ONE:

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

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

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

State of New York)

) SS

County of)

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

_____ Street Address _____ Unit/Apt. _____

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

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

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

Name of Grantor (Type or Print)

Name of Grantee (Type or Print)

Signature of Grantor

Signature of Grantee

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

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

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

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

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

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

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

CHECK ONE:

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

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

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

Acknowledgment & Signatures:

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

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

Date: _____

Shareholder Name _____

Building Address _____

Unit # _____

Dear Shareholder:

This is to inform you that there are various Real Estate Tax Abatements available through NYC Department of Finance as well as New York State which you may be eligible to receive.

The first is the NYC Coop Abatement; this abatement is already established for all unit owners at this address, providing this is their Primary Residence. In order for your unit to receive this abatement NYC Department of Finance, requires that the Board or Kaled Management as the managing agent of the building submit a Change of Shareholder Ownership Form.

In order for us to do so, we need confirmation from you attesting that this will or will not be used as your primary residence. Please sign below, to acknowledge Primary or Non-Primary Residency for this property in New York State.

Other Abatements offered by NYC Department of Finance must be completed and submitted by you the owner. These abatements include Senior Citizen, Veterans, Disability and others. The application for these abatements can be found on NYC Department of Finance web site.

The remaining abatement is the STAR Program (School Tax Relief) this must be applied through New York State. The application must be completed and submitted by you the owner. Applications and Information regarding this abatement is available at New York State.gov web site.

KALED MANGEMENT AS AGENT

SHAREHOLDER SIGNATURE _____
PRIMARY () NON-PRIMARY ()

DATE _____

Dear *Purchasers*

The New York City Department of Finance requires that management companies provide information of all eligible cooperative Shareholders and condominium Unit Owners in order to receive the NYC real estate tax abatement credits.

Please fill out the attached survey form as best as you can in its entirety by referring to your proprietary lease for your survey answers. This information will only be used to update your records in our system as well as to report to the NYC Department of Finance regarding the residency status of all our shareholders in order for the city to determine eligibility for the co-op tax abatement.

Please note, it is important to complete the survey in it's entirety for us to be able to update your information with

NYC Department of Finance.

Please feel free to reach out to us at 516-876-4800 or email us at coopabatment@kaled.com should you require any assistance.

**** Please Return in Enclosed Envelope or Email To: coopabatement@kaled.com ****

COOP ABATEMENT RESIDENT VERIFICATION SURVEY

1. Name of all shareholders listed on the proprietary lease (separate with commas if multiple)

2. Do you own more than 3 units within the same property? Yes / No

Full address with unit number(s) _____

3. Is your Unit or at least one of your units your primary residence? Yes / No

4. Is your unit sponsor owned? Yes / No

5. Is your unit owed by a trust? Yes / No

If your unit is owned by a trust, are you the trustee or beneficiary living there with unit being your primary residence? Yes / No

6. Please list the social security number or the tax ID number of all shareholders on the proprietary lease:

7. Have there been any circumstances or changes in residency since January 1, 2018 that may require updated information to be submitted to the city? Yes / No

Please state the reason for this change: _____

****Please send proof of primary residency together with this survey ** (example: copy of State ID)**

Signature: _____ **Date:** _____

Email Address: _____

RESIDENTS UPDATE SHEET

Please Print

Apt #

Name(s) of Shareholders

Name _____

Phone # _____

Name _____

Phone # _____

In case of emergency please contact _____

At Phone # _____

Key to my apartment is with _____

Address _____ **Phone #** _____

If you are subletting your apartment please give us the following information

Name of Subtenant _____

Phone # _____

Employment _____

Phone # _____

Lease date from _____

to _____



CORPORATE OFFICE
7001 BRUSH HOLLOW ROAD
SUITE 200
WESTBURY, NY 11580
TEL: (516) 876-4800
FAX: (516) 876-6812
WWW.KALED.COM

ASSET MANAGEMENT
757 THIRD AVENUE
SUITE 2028
NEW YORK, NY 10017
(212) 376-6508

EMAIL: INFO@KALED.COM

MEMO

TO: All Shareholders of
Forest Hills Inn Apts. Ltd.

FROM: Jodee Sarisky,
Kaled Management Corp.

DATE: June 20, 2012

RE: **SUBLET POLICY**

After a careful review of the sublet policy the Board of Directors has revised the sublet policy to the following:

- The time Shareholders will be permitted to sublet their apartments has been increased from two (2) years to four (4) years.
- The sublet fee for the first two years will remain at \$4.00 per share. However, the sublet fee for the two additional years will be \$4.50 per share.

All other rules and regulations regarding the sublet of your apartment will remain the same.

Thank you.

RESOLUTION OF FOREST HILLS INN APARTMENTS, LTD.

The undersigned hereby certifies that the following resolution was adopted by the shareholders of Forest Hills Inn. Apartments, Ltd. at a meeting held on October 7, 2018 which was duly noticed and held pursuant to a Notice of Meeting wherein one of the stated purposes of said meeting was to amend the House Rules to increase the "flip tax" to an amount equal to 2 1/2 % of the sale price.

"It is hereby resolved that the House Rules are amended to provide that the "flip tax" payable by the seller of a residential cooperative apartment shall be increased to an amount equal to 2 1/2 % of the sale price effective for any closing occurring on or after"

FOREST HILLS INN APARTMENTS LTD.

By: Richard Arenaro
President

State of New York)

County of Queens)

October, 2018

On the 7 day of October before me personally came Richard Arenaro to me known, who being by me duly sworn, did depose and say that she resides at 20 Continental Avenue, Forest Hills, New York that she is the Secretary of Forest Hills Inn Apartments Ltd, New York corporation, the corporation described in and which executed the foregoing resolution; that she knows the seal of the said corporation and that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that she signed her name thereto by like order.

Susan M. Rubin
Notary Public

SUSAN M. RUBIN
Notary Public, State of New York
No. 01RU5046858
Qualified in Suffolk County
Commission Expires July 17, 2019

HOUSE RULES

of the

The Forest Hills Inn Apts. Ltd.

20 Continental Avenue
Forest Hills Gardens, NY 11375

(718) 544-9567

This booklet was prepared as a handy guide to the policies
and procedures of our Co-op. Please refer to your
Proprietary Lease for a complete listing of all
rules and regulations.

OCTOBER 2004

FOREST HILLS INN APARTMENT, LTD. – HOUSE RULES

DEFINITION OF TERMS

Board of Directors	Shareholders elected by a majority of the votes of the Shareholders of 20 Continental Avenue.
Managing Agent	Kaled Management Corp. 7001 Brush Hollow Road Westbury, NY 11590 Contact: Jodee Sarisky Tel: (516) 876-4800 Fax: (516) 876-6812 Jodee@Kaled.com
Shareholder(s)	Person(s) who are owners of apartment shares of 20 Continental Avenue
Leaseholder(s)	Holder of lease for professional apartment(s)
Tenants(s)	Person(s) approved by the Board to occupy a shareholder apartment for a specified period of time.

HOURS ON DUTY

Superintendent	On duty: Monday through Friday, 8:00 AM – 10:00 PM
Porter	On duty: Monday through Wednesday, 8:00AM – 5:00PM Saturday and Sunday, 8:00 AM – 5:00 PM

HOURS OPEN

Laundry Room	Seven days a week, 8:00AM – 10:00PM
The Fix Inn	Seven days a week, 8:00AM _ 10:00PM
The Sweat Inn	Seven days a week 8:00AM – 10:00PM

FOREST HILLS INN APARTMENTS, LTD – HOUSE RULES

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FOREST HILLS INN APARTMENTS, LTD – HOUSE RULES

APARTMENT INSPECTION

The Co-op has the right to conduct an inspection of each apartment annually or within one month prior to the sale of any apartment. Using the "Apartment Inspection Checklist" as a guide (see page 24), the Superintendent and Property Manager will take a walk-through of the apartment to ensure that all items are at a satisfactory level. If an item is in unsatisfactory condition, it is the responsibility of the Shareholder to make arrangements to bring the condition to a satisfactory level within 30 days (seller must have the condition corrected at least 48 hours before the closing).

If the above is not complied with, the Shareholder will receive a fine which will be determined by the Board of Directors; this could also delay the closing of an apartment if all unsatisfactory conditions are not remedied.

BICYCLES

Bicycles can be stored on the racks located in storage rooms 1 and 2 at an annual rental fee of \$10.00. If you wish to rent storage space for your bicycle, please contact the Managing Agent who will send you a contract to sign and advise you of any regulations governing bicycle storage. You will then be assigned a specific numbered storage space on a rack.

COMMUNICATIONS

All complaints regarding the service of the building or building personnel should be made in writing and sent to the Managing Agent (Kaled Management Corp.).

Information can be shared with other Shareholders via the monthly newsletter or the bulletin board by the mailboxes.

FOREST HILLS INN APARTMENTS, LTD. – HOUSE RULES

CONSTRUCTION/RENOVATION/ALTERATION

Board approval of a completed alteration agreement is required before any Construction/renovation/alteration work is to begin. Construction is defined as any structural change in the Shareholders apartment, excluding painting, plastering, and wallpapering or changing kitchen cabinets. Construction that does require Board approval would include:

- Moving or altering columns or walls
- Installing a new kitchen or bathroom
- Installing new plumbing or changing the existing plumbing
- Removing or changing the railing in your apartment

A copy of the alteration agreement can be obtained from the Managing Agent. The following must accompany the completed alteration agreement:

- A copy of the contractor/electrician/plumber's appropriate licenses, permits and applications.

- A copy of the certificate of insurance indicating contractor's liability insurance policy naming the Co-op as co-insured for a minimum of \$1,000,000.00 liability. Depending on the extent of the renovation, a security deposit in the form of a bond equivalent to 24% of minor alterations and 50% of major renovations will be required.

The Managing Agent and the Superintendent must be notified in writing of the proposed workdays. All workmen, contractors, etc. must sign in and out on the appropriate sheet in the basement.

Work is only permitted on the following days and during the following hours:

Monday – Friday	9:00 AM – 5:00 PM
Saturday	10:00 AM – 5:00 PM

Work is prohibited on Sundays and all legal holidays. The shareholder is responsible for making sure that all workers follow the rules and regulations of the Co-op and that work does not extend beyond the above time frames.

The following are not permitted:

- Jacuzzi/portable whirlpool baths (any of these must be replaced with a standard bathtub at the Shareholders expense within 30 days).
- Washing machine/dryer
- Waterbeds

FOREST HILLS INN APARTMENTS, LTD. – HOUSE RULES

EMERGENCY PROCEDURE

In an emergency situation where a Shareholder/Tenant needs to get in touch with the Superintendent please do the following:

If during normal work hours, call the Superintendent at 718-544-9567 or beep him at 917-413-3143.

If unable to reach the Superintendent, contact the Managing Agent directly at 516-876-4800 if during normal working hours. If after hours, call the 24-hour emergency number, which is 718-830-5082.

FOREST HILLS INN APARTMENTS, LTD. - HOUSE RULES

GARBAGE DISPOSAL

Normal Garbage

All organic garbage (including kitty litter) should be well drained and double sealed in two plastic bags that won't drip or burst while being transported to or descending through the compactor. Vacuum cleaner bags should not be thrown or emptied directly into the chute. Rather, such dirt or powdered waste should be secured, wrapped and double bagged prior to disposal.

Throwing carpet sweepings that contains naphthalene camphor balls or flakes, floor scrapings, rags, empty paint cans or other inflammable or highly combustible substances into the compactor is unlawful and the offender will be fined.

Large cartons, boxes, rug remnants, wooden crates, stock, board or any other solid matter should be neatly placed in the basement area at the end of the hallway opposite the craft room for pick up. Any unusual amount of garbage should be called to the attention of the superintendent.

Construction Debris

Major debris (i.e. resulting from apartment renovation/repair work) should be properly removed from the premises and disposed of by Shareholder's contractor. If a dumpster is required contact the Managing Agent first regarding placement. Minor debris should be tied, broken down and contained and left on the basement level opposite the craft room. The Shareholder or the Shareholder's contractor must clean up all common areas used during any such work completely as well on a daily basis.

Recycling

All rinsed recyclable containers should be placed in the blue containers (located by each garbage chute) clearly marked for recycling use only. Magazines, newspapers, catalogs and other recyclable paper should be placed in the standing wire baskets (located by each garbage chute). Regulations are also posted on each floor above the recycling bin.

FOREST HILLS INN APARTMENTS, LTD.

HOMEOWNERS INSURANCE

All shareholders of residential apartments and leaseholders of professional apartments are required to obtain homeowner's insurance, listing the Co-op as additional insured. A copy of the policy must be submitted to the Managing Agent prior to closing.

Once a year the Managing Agent will send out appropriate notification to all Shareholders requesting a copy of each Shareholder's homeowner's policy.

FYI....the Shareholder's ownership of the unit extends from the exposed area of the walls into your unit including fixtures, cabinets and interior cabinets, interior of closets, reachable plumbing and radiators.

FOREST HILLS INN APARTMENTS, LTD.

HOUSEKEEPING

Air conditioners should be inserted into sleeves in the wall and kept uniform with your particular line of apartments. Board approval is required to insert a new sleeve in the wall or to break a window for a new air conditioner in the window. In order to conserve energy, all Shareholders are asked to turn off their air conditioner(s) when leaving their apartment.

No **exhaust/ventilator fans** are permitted in the windows.

It is the responsibility of each Shareholder/Tenant to control and exterminate vermin and insects. The Co-op provides a monthly **exterminating service** at no extra charge to Shareholders and tenants. The sign-up sheet for this service is posted on the bulletin board. With your written authorization, the Superintendent will give the exterminator access to your apartment in your absence.

No shareholder/tenant is permitted to use his/her fireplace for cooking or burning trash. The cleaning of each fireplace flue is the responsibility of the individual Shareholder. Cleaning is recommended every two years.

No **fumes or foul odors** should emanate from any apartment and penetrate through the hallways.

The **laundry room** facility is only for the use of resident Shareholders/tenants during the days/hours specified on the first page of these House Rules. Please be ready to remove your clothes immediately upon completion of the washing or drying cycle.

Pets are allowed. When transporting pets, you must use the freight elevator; a pet must be kept on a leash in any public area. No pets are allowed in the backyard. Dogs must be curbed and kept out of the front yard and away from the hedges.

All **plants left in common areas** (lobby, terraces, and hallway windows) can be removed at the discretion of the Board if not properly maintained or if unsightly.

Shareholders are forbidden to put **satellite dishes, antennas or wires** on the roof or hang wires from the windows.

Smoking is prohibited in all public areas including the elevators.

The basement **storage room areas** are to be kept free of all debris.

Hallway **utility closets** are not to be used by any Shareholder/tenant.

Shareholders must fill out a work order for all requests and leave it in the Super's office.

These forms are available above the recycling bins on each floor and next to the soda machine in the basement. Please retain the last copy of the work order for your records and any follow-up that might be necessary.

FOREST HILLS INNS APARTMENTS, LTD.

KEYS

Building Front Door Key

No Shareholder is permitted to duplicate the building's front door key.

Extra keys are available from the Managing Agent at a cost of \$25.00 each. You will be required to complete and sign a form and indicate the reason for your request. Make checks payable to "Forest Hills Inn Apartments, Ltd."

Apartment Key

The Superintendent must have access to all apartments in case of an emergency. A duplicate apartment key(s) must be left with the Superintendent or a fellow shareholder at 20 Continental Avenue. The Managing Agent must know who has your duplicate key, if it is not the Superintendent.

If there is an emergency and there is no key available, the Co-op is not responsible for door, lock or window damage to gain access to your apartment.

The Superintendent will only give an apartment key to the Shareholder of that apartment unless he is personally authorized to do otherwise by the Board of Directors in case of emergency.

Storage Room Key

Storage rooms are only for Shareholders who have storage room leases. Keys may not be given to any contractors or workmen. The building is not responsible for any items stored in these rooms.

Apartment Bottom Lock

According to Section 27-2043 of the New York City Administrative Code ("Housing Maintenance Code"), each apartment unit must be equipped with a heavy duty latch set and heavy duty dead bolt operable by a key from the outside and a thumb-turn from the inside. If the bottom lock on apartment door is broken, and the top lock alone does not contain a latching mechanism, the Co-op is responsible for providing the Shareholder/tenant with a lock that meets the standards of the Housing Maintenance Code. If your apartment does not have the required lock as either a bottom or top lock, please complete a work request to have one installed and put in the superintendent's office.

FOREST HILLS INN APARTMENTS, LTD.

LATE MAINTENANCE CHARGES

The Managing Agent delivers all maintenance bills (slipped under each apartment door) during the last week of the previous month. Payments postmarked between the first and fifth of the month will not receive a late charge.

Payments postmarked after the fifth of the month will receive a late payment charge of 10% on all monies due after the 6th day including late charges. These interest charges will be reflected on the following month's statement.

All checks returned for insufficient funds will be treated as late payments and the Shareholder will be billed for late charges in addition to a \$25.00 charge for the bad check.

FOREST HILLS INN APARTMENTS, LTD. - HOUSE RULES

MOVING

The following regulations must be adhered to when moving in or out of the building:

Before moving in or out, both the Superintendent and the Managing Agent must be notified no less than three (3) business days in advance. No more than two (2) moves will be scheduled during the same hours.

All moving must be done through the basement entrance /ramp and use the freight elevator. The elevator must be padded before any move can take place. Any articles that are too large to carry in one's arms may not be brought through the front entrance.

Moving in or out is permitted Monday through Friday from 9:00AM to 5:00PM, and on Saturday from 10:00AM to 5:00PM. Moves are not permitted on Sunday or legal holidays. Unauthorized moves or moves that occur outside of the allowable days/hours will result in a fine, as determined by the Board.

A certified check in the amount of \$500.00 must be paid to the Corporation by the seller at the time of closing. This money will be held in escrow until the move out of the building is completed. If the seller violates the moving policy (as stated above) or causes any damage to the elevator or any other public area of the building in excess of \$500.00, the deposit will not be returned.

The purchaser must provide a certified check of \$500.00 payable to the Corporation at the time of closing, prior to the move in date. This will be held until completion of the move. If the moving policy is adhered to and there is no damage to the elevator or any public area of the building the \$500.00 will be returned to the purchaser. If there is any damage in excess of \$500.00 the shareholder will be responsible.

A non-shareholder tenant must adhere to the same moving policy. Any damage or violation will be the responsibility of the Shareholder owning a subleased apartment.

FOREST HILLS INN APARTMENTS, LTD.

NOISE

General

No Shareholder/tenant may make or permit any disturbing noises in the building or front neither yard nor allow anything to be done which will interfere with the rights, comfort or convenience of other Shareholders. No Shareholder/tenant may play any musical instrument, stereo or television excessively loud or operate any major appliance (i.e. vacuum cleaner, dishwasher, etc.) between the hours of 11:00PM and 8:00AM on the following day.

The floors of every apartment must be covered with rugs, carpeting or equally effective noise-reducing material, to the extent of at least 80% of the floor area in each room, excepting the following: kitchen, pantry, bathroom, closets and foyers.

Construction Related

Construction or any repair/renovation/installation work creating noise can only be conducted during the following times:

Monday - Friday	9:00 AM - 5:00 PM
Saturday	10:00 AM - 5:00 PM

FOREST HILLS INN APARTMENTS, LTD.

OUTSIDE AREAS

BACKYARD

Barbecues are permitted in the backyard between the hours of **12:00PM** and **9:00PM**. Tables should be set up and cooking should be done at the far side of the yard (close to the street). If a Shareholder intends to bring more than six (6) people, he must notify the Managing Agent at least one week prior to the event. The Managing Agent will notify the Board. Noise must be kept to a minimum and all debris must be removed by the Shareholder at the end of the event.

No noise is permitted past 9:00PM at which time the Backyard will be closed.

No pets are permitted in the yard. Feeding pigeons or other birds or animals in the yard or any public area of the building is prohibited.

FRONT YARD

All Shareholders must curb their dogs.

5th FLOOR TERRACES

The two public terraces on the fifth floor are for the use of all shareholders. However, no cooking is permitted on these terraces.

No child is allowed on any of the public terraces or in the backyard without an accompanying adult.

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FOREST HILLS INN APARTMENTS, LTD. - HOUSE RULES

PACKAGES and DELIVERIES

Each Shareholder must sign a package receipt waiver (see form on page 25) before any package will be accepted by the staff.

All deliveries must be made through the basement ramp and the side (freight) elevator. The security gate in the basement is keyed to the 20 Continental front door lock. If you are having a delivery through the basement, please notify the Superintendent or Porter at least three days in advance.

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FOREST HILLS INN APARTMENTS, LTD. - HOUSE RULES

PROFESSIONAL APARTMENTS

Hours spent per week seeing patients/clients shall be no more than 25 total hours, with appointments to begin no earlier than 10:00 AM and end no later than 6:00 PM, Monday through Friday. Appointments are not allowed on Sundays.

The Board of Directors reserves the right to approve or disapprove the installation of any equipment in the Professional offices of 20 Continental Avenue that uses either water or electricity of the 20 Continental facility.

Patients of Professional offices are prohibited from waiting in the Lobby.

FOREST HILLS INN APARTMENTS, LTD. - HOUSE RULES

SAFETY

The public halls and stairways of the building may not be obstructed or used for any purpose other than entering and exiting the apartments in the building. The fire towers may not be obstructed in any way.

No shareholder is allowed on the roof.

Smoking is prohibited in all public areas including elevators.

Children cannot play in public halls, stairways, fire towers or elevators. No child is allowed on the public terraces, in the backyard or on the roof unless accompanied by an adult.

No article can be placed in the public halls or on the staircase landings or fire towers, as this is a fire hazard. Nothing can be hung or shaken from the doors, windows, terraces or balconies or placed upon the terraces and outside windowsills of the building.

No birdfeeders are permitted in window boxes or on overhangs.

No awnings, window air conditioning units or ventilators can be used in or about the building except those, which have been approved by the Board of Directors, nor can anything be projected out of any window of the building without similar approval.

No sign, notice, advertisement or illumination can be inscribed, reflected, hung or shaken from any window, elevator interior or any other part of the building. Notices may be hung on the Lobby bulletin boards.

All carriages, strollers, shopping carts, etc. must be transported through the freight elevator.

FOREST HILLS INN APARTMENTS, LTD. - HOUSE RULES

SECURITY

Please do not allow anyone to enter the building without a key unless another Shareholder/tenant has buzzed the person in.

The security gate in the basement (leading to the adjacent building) is locked at all times. The key to open this gate is the same key as used for the front door lock. If you are going to open the gate for an authorized move, delivery, etc., please notify the Superintendent or Porter at least three (3) days in advance.

SECURITY/DOORMAN

The Co-op's Security Doorman is on duty seven (7) days a week between the hours of 5:00PM and 1:00AM. All visitors and deliverymen are required to sign in during these hours.

Packages delivered during the day (signed for by the Superintendent or Porter) will be available for pick up from the Security/Doorman during his work hours. The Shareholder/tenant must sign the log upon the receipt of the package.

The Security/Doorman, as well as any other member of our staff, may not give your apartment key(s) to guests. In case of a guest needing your apartment key, please make necessary arrangements to leave your keys with a neighbor. Also, Shareholders/tenants should not take the Security/Doorman away from his post unless it is an emergency.

A copy of the Security/Doorman's jobs description follows.

FOREST HILLS INN APARTMENTS, LTD. - HOUSE RULES

Security Guard Guidelines

1. The Security Guard will report directly to the Building Superintendent.
2. Proper attire must be worn at all times on duty. Proper attire shall be dark dress pants (no blue jeans) and a dress shirt.
3. Work hours are from 5:00PM-1:00AM.
4. Schedule of breaks and security checks:

7:00-7:15PM	15 minutes	Break
9:00-9:30PM	30 minutes	Break
10:00PM		Security check
11:10-11:25PM	15 minutes	Break
12:30PM		Security check
5. Building check will consist of checking all building perimeter doors (basement/rear yard/lobby level and roof doors) and walking about the perimeter of the building grounds including the rear yard.
6. Deliveries, such as UPS, should be kept in the porter's room in the basement. All packages delivered to residents must be signed for by the resident.
7. Radio volume must be kept to a minimum level.
8. Guard must be courteous at all times.
9. Guard shall not be permitted to have personal visitors.
10. Guard must report to the Police Department and Building Superintendent any crime that has been witnessed or reported to him.
11. The building telephone is to be used for emergency calls only.
12. Alcoholic beverages are prohibited.
13. Guard shall not leave the building property except during his breaks.
14. Guard shall not permit any visitor to enter the building without the visitor contacting the resident on the intercom.

15. All visitors and delivery persons shall sign in at the front desk. The front desk log shall indicate the time the person entered the building and to which apartment he/she went.
16. Guard must clock in when reporting to work, at break times and when leaving work. The Guard must sign the log with his name and time when security checks are done.

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FOREST HILLS INN APARTMENTS, LTD. - HOUSE RULES

17. Guard may not switch or trade shifts with any other employee without the consent of the Superintendent or Managing Agent.
18. While on duty in the lobby at non-busy times, the Guard will be responsible for ensuring that the elevators are in good condition (i.e., rug clean/brass polished) and that the lobby door windows are clean.
19. Parking - Forest Hills Inn Apts. provides a parking permit from the Forest Hills Gardens Corporation at no charge to the Guard.

FOREST HILLS INN APARTMENTS, LTD. - HOUSE RULES

SELLING YOUR CO-OP APARTMENT

Before any approvals can be given regarding the purchase of your apartment, an application must be obtained from the Managing Agent. No closing can occur unless seller is up to date with all maintenance payments and has no outstanding fines or charges pending prior to closing.

The buyer's application should be submitted to the Managing Agent with the following:

A check payable to the Managing Agent which covers the administrative processing fee for the application, credit and background checks. This fee is to be paid by the prospective purchaser. A copy of the contract of sale, bank loan application (and commitment letter, if buyer has received one) must also accompany the application.

The Managing Agent will schedule an interview between the Board of Directors and the prospective buyer.

With a few days following an interview, the Managing Agent will contact the purchaser regarding the decision. Board members are not permitted to set up an interview or give decisions directly to the seller or purchaser.

One month prior to the closing date, an inspection must be made of the seller's apartment by the Superintendent and the Managing Agent. All of the items on the check list (mentioned on page 3 and included at the end of these Rules) must be satisfactory and in compliance with the House Rules. The check list must then be signed by the Superintendent, Seller and Purchaser.

At the time of closing, the seller will be required to pay for the Co-Op attorney's services related to the sale.

A "flip tax" of 2% of the sales price will be paid by the seller to the Co-Op at the time of closing. A certified bank check must be issued payable to Forest Hills Inn Apartments, Ltd.

A copy of the purchaser's homeowner's insurance policy must be provided at the time of closing. The signed "house rules" acknowledgment must be presented to the Co-op's attorney.

Management will endeavor to handle your request as quickly as possible. However, processing generally required 4-6 weeks. Please note that all funds payable at closing must be by bank or certified check.

FOREST HILLS INN APARTMENTS, LTD. - HOUSE RULES

SUBLEASE PROCEDURE

Any shareholder who has an illegal sublet will be fined by the Board of Directors as deemed appropriate and will be responsible for paying any legal expenses incurred by the Co-Op as a result of the illegal sublet.

Who May Request Permission to Sublet

A request for permission to sublet may be made by a shareholder who has satisfied all of the following requirements:

Is in good standing with proprietary lease, house rules, maintenance payment assessments and all other charges and fines, if any.

Has physically resided in the apartment for a minimum of two (2) years prior to the anticipated commencement of the sublease period.

Has submitted a copy of his/her apartment keys to the Superintendent.

Procedure

1. Complete and return to the Managing Agent:
 - a) Completed sublease application
 - b) Copy of the proposed sublease agreement
 - c) Required check to cover the cost of a credit report
 - d) Copy of financial statement for proposed subtenant
 - e) Certified check to cover the required deposit (equivalent to one month's rent)
 - f) Copy of current homeowner's/liability insurance policy

The above items must be submitted at least **sixty (60) days** prior to the proposed commencement of the sublease. The required sublease deposit shall be held by the Managing Agent for the term of the sublease and may be used to cover the cost of any damage caused by the sublessee to other apartments during the term of the sublease.

2. Upon receipt of all of the foregoing, the Managing Agent will notify the shareholder of the date, time and place for the interview between the Board of Directors and the proposed subtenant(s). Within the following few days after the interview, the Managing Agent will contact the shareholder regarding the decision. Board Members are not permitted to schedule interviews or give decisions directly to the shareholder or potential subtenant.

Requirements for Approved Subleases

1. The proposed written sublease must be submitted with the sublease application. All proposed tenants must be disclosed on the sublease and all must be present at the interview.

The proposed sublease period must not exceed one year during shareholder's residency. Board approval will be required for a second year. If you are requesting a lease renewal for second year, the Board of Directors and the Managing Agent must be notified no less than sixty days prior to the expiration of the lease

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FOREST HILLS INN APARTMENTS, LTD. - HOUSE RULES

In the event a sublease vacates the apartment before the expiration of the year's sublease, the lease is considered terminated. If you sublease again, the new sublease is limited to one year only.

Each proposed sublease must contain the following clauses.

This sublease is subject to the consent of the cooperative corporation, Forest Hills Inn Apartments, Ltd.

Subtenant acknowledges receipt of the House Rules and agrees to be bound by the same.

The cooperative apartment's corporation's consent to this sublease is expressly conditioned upon the continued observance of the House Rules as amended and the Proprietary Lease and by-laws, by both the shareholder and subtenant during the term of the sublease.

In addition, the following clause must be included if a child or children ten years old or younger will reside in the apartment.

Window bars must be installed on all applicable windows by the cooperative apartment corporation at the cost and expense of the tenant/subtenant.

The shareholder shall be charged a monthly sublet fee per share for residential apartments as follows:

Year 1 \$4.00

Year 2 (if Board approved) \$4.00

FOREST HILLS INN APARTMENTS, LTD. - HOUSE RULES

VIOLATION OF HOUSE RULES

The following general procedure will be followed for any and all violations of the House Rules. However, there are several that will carry a fine if violated.

- | | |
|------------------|--|
| First Violation | Letter from Managing Agent requesting that violation be corrected. |
| Second Violation | Failure to correct violation within a reasonable time will result in a fine decided by the majority of the vote of the Board of Directors. |
| Third Violation | Increase of fine and/or legal action. |

FOREST HILLS INN APARTMENTS, LTD. - HOUSE RULES

WORK ORDER REQUEST

A tenant/shareholder must submit a completed work order request in order to have any work done in his/her apartment. Blank work order forms are hanging above the recycling bin on each floor and are also on the table by the soda machine in the basement.

Work will be scheduled on an emergency basis, and depending on the nature of the work, either the Co-Op will pay or the shareholder will be billed (see below). Jobs that are paid for by the shareholder will be billed at \$15.00 an hour (one hour minimum) and the charge will appear on the shareholder's next maintenance statement.

Who Pays

If the shareholder can see it (i.e., a leaky faucet), the responsibility for the cost belongs to the shareholder. There are two exceptions:

- 1) the windows and window handles, which are the Co-op's responsibility.
- 2) a clogged bathroom or kitchen drain, which the Co-Op will repair in order to prevent the use of corrosive chemicals that might damage the aged plumbing in our building.

Other examples: If a bathtub overflows and causes damage to the apartment below, the Co-Op is not responsible for the damage. The responsibility for repairing the damage belongs to the shareholder whose bathtub overflowed.

If water damage is caused by a leaky or burst pipe inside the wall, the Co-Op will correct the problem and repair any water damaged walls inside the apartment by replastering. It is the Co-op's responsibility to return the damaged walls to a "paintable condition." Repainting is the shareholder's responsibility.

APARTMENT CHECK LIST

Shareholder: _____ Apartment: _____

Shareholder's Signature: _____

Date of Initial Walk-Through: _____

Super's Name: _____

Super's Signature: _____

Date of Follow Up Walk-Through: _____

Super's Signature: _____

<u>Date Corrected</u>	<u>Satisfactory</u>	<u>Unsatisfactory</u>
Entry Hall		
Leaks (ceilings/walls)	_____	_____

Kitchen		
Leaky faucets/other plumbing	_____	_____

Leaks (ceilings/walls)	_____	_____

Living Room		
Leaks (ceilings/walls)	_____	_____

Radiators/valves	_____	_____

Air conditioner (leaks)	_____	_____

Dining Room		
Leaks (ceilings/walls)	_____	_____

Radiators/valves	_____	_____	_____
Air conditioner (leaks)	_____	_____	_____
Bedroom			
Leaks (ceilings/walls)	_____	_____	_____
Radiators/valves	_____	_____	_____
Bathroom			
Leaks (ceilings/walls)	_____	_____	_____
Leaky faucets/valves	_____	_____	_____
Toilet flush/leaks	_____	_____	_____
Shower head/faucets	_____	_____	_____
Other			
Locks/intercom	_____	_____	_____
Number of window panes/ handles to be repaired	_____	_____	_____
Smoke detector(s) working	Yes: _____	No: _____	
Illegal appliances or fixtures?	Yes: _____	No: _____	
Unauthorized alterations or illegal repairs?	Yes: _____	No: _____	_____

PACKAGE RECEIPT WAIVER

I hereby authorize and **hold harmless** the building staff at 20 Continental Avenue, Forest Hills, New York and the Managing Agent to accept any mail, deliveries, and/or packages for the undersigned tenant and/or shareholder.

Apartment: _____

Name(s): _____

Signature(s) _____

Telephone: _____
Home

Forest Hills Inn Apts. Ltd.

**20 Continental Avenue
Forest Hills, NY 11375**

August 1, 2023

Dear Shareholders/Residents:

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

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

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

Very truly yours,
Board of Directors

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

Reasonable Accommodations

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

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

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

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

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

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

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

Required Accessibility Standards

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

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

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

How to File a Complaint

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



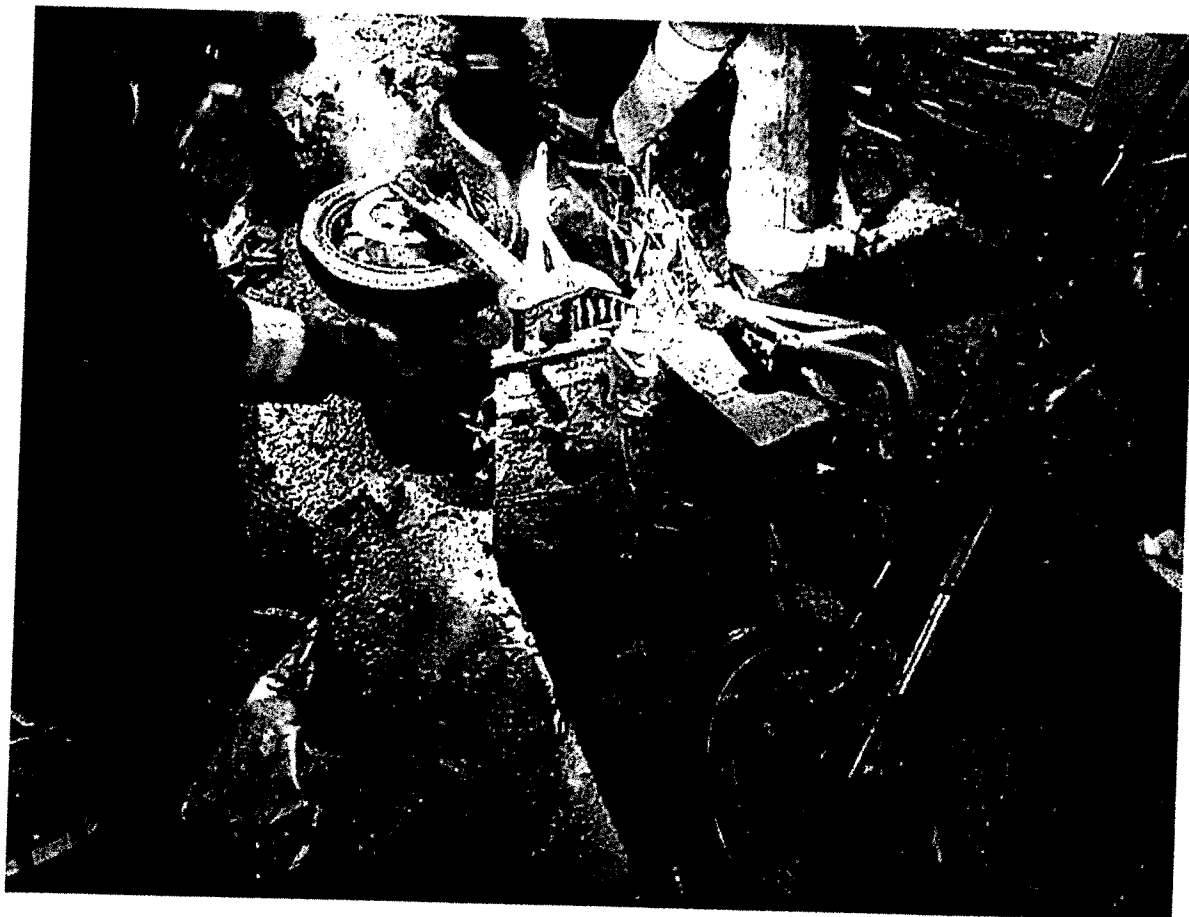
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NEW YORK CITY FIRE DEPARTMENT

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

APARTMENT BUILDING FIRE SAFETY

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



There have been over 140 e-bike and other lithium-ion structural fires in New York City in the first 10½ months of 2022 alone. Six persons died and 140 persons were injured in these fires. Apartments have been severely damaged.

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

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

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

- Fire or Smoke
- Battery overheating
- Change in battery shape or color
- Battery leaking
- Strange battery smell
- Battery making odd noises

Powered Mobility Device Fire Safety

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

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

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

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

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

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

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

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

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

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

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

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



CORPORATE OFFICE
7001 BRUSH HOLLOW ROAD
SUITE 200
WESTBURY, NY 11590
TEL: (516) 878-4800
FAX: (516) 878-6812
WWW.KALED.COM

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

EMAIL: INFO@KALED.COM

MEMO

TO: All Residents

FROM: Kaled Management Corp.

DATE: February 1, 2024

RE: HOMEOWNER'S INSURANCE

Please be advised that the Board of Directors has updated the House Rules to require that all Shareholders maintain a homeowners insurance policy.

A homeowner's policy will make certain that your personal property (e.g. furniture, electronics, clothing) is protected in an emergency. A policy will also pay for your alternative housing, should you be displaced.

If you currently have a homeowner's policy, please forward a copy of it to Kaled Management c/o Gabe Turri 7001 Brush Hollow Rd. Westbury, NY 11590. You may elect to send it via email to Gturri@kaled.com.

If you do not currently have a policy, you have until February 15, 2024 to secure one. Going forward, you will need to provide proof of homeowner's coverage on an annual basis.

Thank you in advance for your anticipated cooperation.

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