

# ***SALES APPLICATION***

**Greenbriar Tenant Corp.  
85-15 Main St.  
Briarwood, NY 11435**

**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  
Email: Susan@Kaled.com**

**Bldg. #482**

**4/2025**



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, Ste 200 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, credit /criminal check, and Board interview and approval. 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 addition 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 and birthdate from all documents except credit check authorization.
- \* Please only put the credit 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**

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

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.

- **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 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.

## **APPLICATION PACKAGE CHECKLIST:**

### **Please note 80% financing is permitted**

The following items must be included with the application:

1. Purchase Application including financial schedules \_\_\_\_\_
2. Copy of the fully executed Contract of Sale (Blumberg Contract Form Preferred) \_\_\_\_\_
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. Three executed original recognition agreements (Aztech Form only) if sale is being financed. \_\_\_\_\_
5. Copy of W-2 forms and federal and state income tax forms (first 2 pages only) for prior two (2) years.  
**(Please remove social security #)** \_\_\_\_\_
6. Proof of tax paid (canceled check) or tax refund (copy of bank statement showing deposit) as indicated on the tax due or refund line of the applicants last form 1040 filed. \_\_\_\_\_
7. 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 then one year) If applicant is selling a residence, please provide copy of pending sale or copy of closing statement. \_\_\_\_\_
8. Letter of employment from the Human Resources Manager or Personnel Director, stating length of employment, title, & salary. (Salary must be disclosed). Two (2) most recent pay stub from latest payroll check. 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. (2) two letter of personal reference letters. (non-related parties). \_\_\_\_\_
10. Copies of three (3) month recent bank statement. \_\_\_\_\_
11. Credit Check/Criminal Authorization for each purchaser. and all occupants over (18) eighteen years old residing in apartment. Only in the original copy \_\_\_\_\_

12. Lead Paint rider, Carbon Monoxide/Smoke Detector rider, sprinkler disclosure and Window Guards rider, signed and notarized by both seller(s) and purchaser(s). , NYS good cause eviction, coop abatement \_\_\_\_\_
13. Letter of Affirmation from the attorney for the purchaser stating that he has no knowledge that the price reflected in contract is not in fact the true price for purchaser. \_\_\_\_\_
14. Purchaser must have evidence of Homeowners insurance at closing \_\_\_\_\_
15. Pet rider completed \_\_\_\_\_

- \* **The board of directors may require additional information.**
- \* **If directions are not followed application will be returned**

**Required Application Fees – (All fees to be paid 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 of \$ 150.00 per person payable to Kaled Management Corp. (purchaser)**
- \* **Recognition agreement fee in the amount of \$200.00 payable to Kaled Management Corp. (purchaser)**
- \* **Application fee of \$200.00 payable to Greenbriar Tenants Corp. (Purchaser)**
- \* **Move in deposit of \$500.00 payable to Greenbriar Tenants Corp. \$250.00 is refundable, if there are no damages during the move in and the house rules were not violated. (purchaser)**

**Fees to be paid at closing**

- \* **Transfer Tax Stamp fee of \$.05 per share payable to Kaled Management Corp. (seller).**
- \* **Transfer fee \$650.00 payable to Kaled Management Corp. (seller).**
- \* **\$75.00 for closing attendance fee payable to Susan Rubin (purchaser)**
- \* **\$75.00 for closing attendance fee payable to Susan Rubin (seller)**
- \* **Move out deposit of \$500.00 payable to Greenbriar Tenants Corp. \$ 250.00 is refundable, if there are no damages during the move out and the house rules were not violated (seller) the closing.**

## Purchase Application

Application is herewith submitted for the purchase of \_\_\_\_\_ shares of common stock of Greenbriar Tenants Corp. for the right of residency in apartment # \_\_\_\_\_.

**Seller's Name(s):** \_\_\_\_\_

**Seller's Attorney's Name:** \_\_\_\_\_

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

**Telephone:** \_\_\_\_\_

1. **Applicant's Name:** \_\_\_\_\_

2. **Social Security (last 4 digits):** \_\_\_\_\_

3. **Home Address:** \_\_\_\_\_

4. **Telephone #:** \_\_\_\_\_ **Email:** \_\_\_\_\_

### 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 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:** \_\_\_\_\_ **(Dogs must be no more than 40 pounds)**

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



Name	Relationship	Age
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 Greenbriar Tenants, Corp.?**

**Please list their names:** \_\_\_\_\_

\_\_\_\_\_

**22. Address of all additional residences owned or leased:**

\_\_\_\_\_

\_\_\_\_\_

**23. Applicant's Attorney's Name:** \_\_\_\_\_

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

**Telephone Number:** \_\_\_\_\_

**24. Real Estate Agent's Name:** \_\_\_\_\_

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

**Telephone Number:** \_\_\_\_\_

**25. Financial (Applicant/Co-Applicant)**

**Bank (Personal Account)** \_\_\_\_\_

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

**Type of account:** \_\_\_\_\_

**Bank Address:** \_\_\_\_\_

**Type of account:** \_\_\_\_\_

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

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

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

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

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

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I declare that I have examined this application and to the best of my knowledge, it is true, correct, and complete. I acknowledge receipt, read ,and agree to adhere to the House Rules of Greenbriar Tenants Corp.

**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	
Pension (IRA, Keogh)		Charitable Contributions	
Social Security		Medical (unreimbursed)	
Investments (describe)		Alimony, Child Support, maint.	
		Living Expenses (food, clothing, utilities, etc.)	
Other Income (itemize)		Credit Card Payments	
		Investment Expenses	
		Pension (IRA, Keogh)	
		Other Expenses (itemize)	
TOTAL INCOME	\$	TOTAL EXPENSES	\$

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

Have you ever gone through bankruptcy or other insolvency proceedings? \_\_\_\_\_

Date \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Applicant

## ASSETS AND LIABILITIES STATEMENT

Applicant's Name \_\_\_\_\_  
 Statement of Financial Condition as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

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

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

Date \_\_\_\_\_

\_\_\_\_\_  
 Signature of Applicant

\_\_\_\_\_  
 Signature of Applicant

## SCHEDULE A - REAL ESTATE OWNED

[illegible]

## SCHEDULE B - NOTES PAYABLE

Amount	Due to	In Name of	Maturity Date	Collateral	Monthly Payment

**SCHEDULE C - ACCOUNTS PAYABLE** (include credit card balances and student loans here)

[illegible]

## SCHEDULE D

Amount	Type	Due to	Obligor	Final Maturity/or repayment	Collateral

\*Including Letters of Credit and Surety Bonds

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

Name of Bank	Account No.	Balance
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total - Amount must match amount stated under Assets		\$

**SCHEDULE F - SECURITIES (STOCKS AND BONDS)**

[illegible]

		\$
Total - Amount must match amount stated under Assets		\$

**SCHEDULE G - RETIREMENT FUNDS - IRAs AND 401Ks**

Name of Institution	Account No.	Balance
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total - Amount must match amount stated under Securities		\$



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: \_\_\_\_\_

### 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: \_\_\_\_\_

## 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 leadbased 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 (PRINT)

\_\_\_\_\_  
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

\_\_\_\_\_  
Name of Grantee

\_\_\_\_\_  
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 tenant(s): \_\_\_\_\_  
Lease Premises Address: \_\_\_\_\_  
Apartment Number: \_\_\_\_\_ (the "Leased Premises")  
Date of Lease: \_\_\_\_\_

CHECK ONE:

1. ☐ There is NO Maintained and Operative Sprinkler System in the Leased Premises.
2. ☐ There is a Maintained and Operative Sprinkler System in the Leased Premises.
  - A. The last date on which the Sprinkler System was maintained and inspected was on \_\_\_\_\_.

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

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Acknowledgment & Signatures:

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

Purchaser: Name: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Owner: Name: \_\_\_\_\_  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**\*\* 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: \_\_\_\_\_



# 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

## GREENBRIAR TENANTS CORP. FORM

Apartment # Number: \_\_\_\_\_

Home Owner: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Dog: \_\_\_\_\_

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

Breed of Pet: \_\_\_\_\_

Weight of Pet: \_\_\_\_\_

Pets License No: \_\_\_\_\_

Date of Last Shots: \_\_\_\_\_

Date Form Completed: \_\_\_\_\_

### Note:

- Please attach recent photograph of pet.
- Also please familiarize yourself with the Pet Policy and penalties for non-compliance of rules.

Greenbriar Tenants Corp.

85-15 Main Street  
Briarwood, NY 11435

July, 2018

Dear Shareholders/Residents:

Greenbriar Tenants Corp. is hereby giving notice to all residents and shareholders of the Coop'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.

Greenbriar Tenants Corp. has been, and will continue to be in compliance with the Act and be smoke-free in all enclosed areas except within a shareholder's actual dwelling unit and all common outdoor areas except as below. This means that there will be no carrying or use of a lit tobacco product, including e-cigarettes, hookahs and vaporizers (meaning any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as she or he 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 Coop'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, 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 Coop 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 Coop House Rules to incorporate the Coop'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 cooperation and compliance with the Coop's smoking policy and the Act.

Very truly yours,  
Board of Directors

## The New Law Regarding Smoking Policies

Beginning on August 28, 2018, all residential buildings with three or more units (such as The Greenbriar) are required to adopt a written smoking policy as mandated by Local Law 147. The law also requires the policy to be distributed to each resident or posted in a conspicuous place. Since we have shareholders who do not live here, we intend to include this memo in an upcoming monthly maintenance bill and post it in the building's lobby. The law also requires the policy to be distributed annually as well as included in any agreement to sell your apartment.

### Amendment to the House Rules

The law requires that the smoking policy be incorporated into the Bylaws or the Rules and Regulations ("House Rules") of the Corporation. Section 2.13 of the Greenbriar House Rules already prohibits smoking in any common areas of the Corporation.

We will amend this section of the House Rules to update the definition of smoking to prohibit the use of all forms of smoking implements, cigars and cigarettes in common areas. Here is the new provision or Smoking Policy as amended:

*Smoking is prohibited in any of the common areas of the Corporation including the following: courtyards, pool area, hallways, stairwells, the basement and the lobby. Smoking is defined as inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe or hookah, herbal cigarette, non-tobacco smoking product (e.g. marijuana or non-tobacco shisha) any similar form of lighted object or device designed for people to use to inhale smoke. Electronic cigarettes which are battery operated devices that heat a liquid, gel, herb or other substance that produce vapor for inhaling are also prohibited.*

*Smoking is also prohibited within twenty-five (25) feet of the residential entrance on Main Street.*

Please note that this policy applies to all residents, guests or other persons on the premises including building staff.

### Smoking

According to the Proprietary Lease, smoking is permitted within residential units:

### Compliance

The Smoking Policy will be enforced in accordance with New York City law and the Rules and Regulations of the Greenbriar Co-op and Condominium. Penalties are between \$200 and \$400 for a first violation, between \$500 and \$1,000 for a second violation in a period of twelve months, and between \$1,000 and \$2,000 for a third and subsequent violations in a period of twelve months.

## **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](mailto: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](http://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.



management corp.

CORPORATE OFFICE  
7001 BRUSH HOLLOW ROAD  
SUITE 200  
WESTBURY, NY 11590  
TEL: (516) 876-4800  
FAX: (516) 876-6612  
WWW.KALED.COM

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

EMAIL: INFO@KALED.COM

January 29, 2016

All Shareholders of  
Greenbriar Tenants Corp.  
85-15 Main Street  
Briarwood, NY 11435

Dear Shareholder(s):

After careful review of the sublet policy, the Board of Directors has decided to revise the policy effective February 1, 2016. The new sublet policy is as follows:

- The sublet fee has been increased to twenty-five percent (25%) of the annual maintenance charge.
- Shareholders must reside in the building for at least five (5) years before the Board will consider allowing them to sublet.
- Shareholders must be current on their maintenance and must remain in good standing for board approval.
- Shareholders will only be permitted to sublet for a maximum of five (5) years.
- A copy of the sublet lease must be sent to management annually and all renewals are subject to Board of Director approval.
- All sublet fees will be charged to your monthly maintenance account.

If you have any questions regarding the above please do not hesitate to contact me. I can be reached at (516) 876-4800 x 342.

Very truly yours,

Jodee Sarisky  
Property Manager  
Kaled Management Corp.



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

ASSET MANAGEMENT  
787 THIRD AVENUE  
SUITE 2028  
NEW YORK, NY 10017  
(212) 376-5808

EMAIL: INFO@KALED.COM

# NOTICE

TO: All Residents of  
Greenbriar Tenants Corp.

FROM: Jodee Sarisky,  
Kaled Management Corp.

DATE: October 11, 2022

RE: **HOMEOWNER'S INSURANCE**

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Please be advised that the Board of Directors has updated the House Rules for Greenbriar Tenants Corp. 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 alternative housing should you be displaced.

If you currently have a homeowner's policy, please forward a copy of it at your earliest convenience to Kaled Management c/o Greenbriar Tenants Corp. 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 December 31, 2022 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.

## GREENBRIAR PETS POLICY

Effective 2015, the following is the Pet Policy of the Greenbriar Tenants Corporation:

**General Responsibilities:**

Shareholders may keep dogs, cats, and contained pets in the Co-op if they follow this policy. Contained pets are a reasonable quantity of animals that are normally kept in a cage, tank, or other container. Examples include fish, birds, rodents, etc. Pets must be of a species and genus that are commonly and traditionally recognized as a domesticated human companion. Pets must be appropriate for the indoor and outdoor space available at the Co-op. The animal must not be one of an endangered species or otherwise under special government surveillance or control. Animals that are exotic, unusual or unknown as pets are not allowed. No venomous or constrictor snakes or other such animals are allowed in the co-op.

If a shareholder is not certain as to whether a pet is permitted or needs to be registered with the Co-op, the shareholder is responsible for consulting the Co-op before acquiring the pet.

Pet owners must comply with all state and local laws and ordinances governing pet licensing, vaccinations, and control. Owners must have papers proving that the animal satisfies all governmental controls.

Pet owners must show responsible and reasonable care for their pets.

Pets must be "registered" with the Co-op in accordance with procedures established by the Co-op Board.

No pets are permitted in Co-op common areas (laundry room, meeting room, office, hallways), except to pass through.

**Registration Required:**

Each dog and cat must be registered with the Managing Agent within 30 days after the dog and/or cat becomes resident in the building.

**Specific Limitations on Number of Cats and Dogs:**

A Shareholder household may have two dogs or up to four cats. Under no circumstances may any household have more than four uncontained pets. The Board retains the right to impose further limits on pets as the need arises. Nothing in this policy prevents a shareholder from imposing a "No Pets" policy on a sub-lessor.

**Dogs:**

Dogs weighing 40 pounds or less are permitted. The Co-op Board of Directors reserves the right at any time to prohibit certain breeds of dog from being kept on the premises by building residents.

# GREENBRIAR PETS POLICY

Page 2 of 2

## Fish:

Households may not have more than 40 gallons of fish aquariums. This is to avoid excessive condensation problems and water damages from accidents.

## Breeding:

Insect breeding, research, or pet breeding on the Co-op grounds is prohibited.

## Condition of Animals

All dogs and cats must be up-to-date with rabies vaccines (which is required by law). All dogs and cats must be spayed or neutered. Puppies and kittens, both male and female, should be spayed by six (6) months of age.

## Certificate from Humane Society

A certificate from the ASPCA or other humane society or a veterinarian that proves that a dog or cat has been spayed or neutered and vaccinated for rabies must be filed with the Co-op when the pet is registered with the Co-op, or within one month of the pet turning the required age.

Exceptions may be granted by the Co-op Board which waive or delay these requirements. An exception requires a written statement from a vet indicating that the animal should not be spayed or neutered. There will be no exceptions for the requirement that dogs and cats be vaccinated for rabies.

## Nuisance

Shareholders must clean up after their pets (stoop and scoop). Shareholders must repair any damage a member's personal property and to Co-op property caused by their pets. Shareholders must control their pets to prevent any chronic barking/howling or other noise that disturbs other shareholders. Animals must be contained to the owner's unit. Dogs must be leashed at all times when passing through co-op common areas (lobby, hallways, etc.).

## HOUSE RULES

- (1) The public halls and stairways of the Residential Unit shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building, and the fire towers shall not be obstructed in any way.
- (2) No patient of any doctor who has offices in the building shall be permitted to wait in the lobby.
- (3) Children shall not play in the public halls, courts, stairways, fire towers or elevators and shall not be permitted on the roof unless accompanied by a responsible adult.
- (4) No public hall above the ground floor of the building shall be decorated or furnished by any Lessee in any manner without the prior consent of all the Lessees to whose apartments such hall serves as a means of ingress and egress. In the event of disagreement among such Lessees, the Board of Directors shall decide.
- (5) No Lessee shall make or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or a radio or television loud speaker in such Lessee's apartment between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if the same shall disturb or annoy other occupants of the building. No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 8:30 a.m. and 5:00 p.m.
- (6) No article shall be placed in the halls or on the staircase landings or fire towers, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the window sills of the building.
- (7) No awnings, window air-conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the Lessor or the managing agent, nor shall anything be projected out of any window of the building without similar approval.

(8) No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall have been approved in writing by the Lessor or the managing agent.

(9) No tricycles, bicycles, scooters or similar vehicles shall be allowed in a passenger elevator and baby carriages and the abovementioned vehicles shall not be allowed to stand in the public halls, passageways, areas or courts of the building.

(10) Messengers and tradespeople shall use such means of ingress and egress as shall be designated by the Lessor.

(11) Kitchen supplies, market goods and packages of every kind are to be delivered only at the service entrance of the building and through the service elevator to the apartments when such elevator is in operation.

(12) Trunks and heavy baggage shall be taken in or out of the building through the service entrance.

(13) Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent or the managing agent of the building may direct.

(14) Water closets and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the water closets. The cost of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Lessee in whose apartment it shall have been caused.

(15) No Lessee shall send any employee of the Lessor out of the building on any private business of a Lessee.

(16) No bird or animal shall be kept or harbored in the building unless the same in each instance have been expressly permitted in writing by the Lessor; such permission shall be revocable by the Lessor. In no event shall dogs be permitted on elevators or in any of the public portions of the building unless carried or on leash. No pigeons or other birds or animals shall be fed from the



window sills, terraces, balconies or in the yard, court spaces or public portions of the building, or on the sidewalks or street adjacent to the building.

(17) No radio or television aerial shall be attached to or hung from the exterior of the building without the prior written approval of the Lessor or the managing agent.

(18) No vehicle belonging to a Lessee or to a member of the family or guest, subtenant or employee of a Lessee shall be parked in such manner as to impede or prevent ready access to any entrance of the building by another vehicle.

(19) The Lessee shall use the available laundry facilities only upon such days and during such hours as may be designated by the Lessor or the managing agent.

(20) The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.

(21) Unless expressly authorized by the Board of Directors in each case, the floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms, maid's rooms, closets, and foyers.

(22) No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the consent of the Lessor or its managing agent.

(23) The Lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee during 10 days after notice in writing from the Lessor or the managing agent to clean the windows, such cleaning may be done by the Lessor, which shall have the right, by its officers or authorized agents, to enter the apartment for the purpose and to charge the cost of such cleaning to the Lessee.

(24) The passenger and service elevators, unless of automatic type and intended for operation by a passenger, shall be operated only by employees of the Lessor, and there shall be no interference whatever with the same by Lessees or members of their families or their guests, employees or subtenants.

(25) Complaints regarding the service of the building shall be made in writing to the managing agent of the Lessor.

(26) Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.

(27) If there be a garage in the building, the Lessee will abide by all arrangements made by the Lessor with the garage operator with regard to the garage and the driveways thereto.

(28) The following rules shall be observed with respect to refuse disposal:

(i) All wet debris is to be securely wrapped or bagged in small package size to fit easily into the hopper panel.

(ii) Debris should be completely drip-free before it leaves the apartment and carried to the incinerator closet in a careful manner and in a drip-proof container; then placed into the flue hopper so it will drop into the flue for disposal.

(iii) No bottles or cans shall be dropped down the flue before 10:00 a.m. or after 5:00 p.m., but shall be left in a neat manner in the service elevator area, if such items must be disposed of before 10:00 a.m. or after 5:00 p.m.

(iv) Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into hopper opening. Small items of this nature may be left in a neat manner on the incinerator closet floor. Bulky items should be left at service elevator area between 10:00 a.m. and 6:00 p.m. and service employee summoned to dispose of them by way of the service elevator.

(v) Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans or any other inflammable, explosive, highly combustible or noxious substances or lighted cigarettes or cigar stubs be thrown into the incinerator flue.

(vi) Vacuum cleaner bags must never be emptied into the flue. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then be placed through hopper door panel into flue.

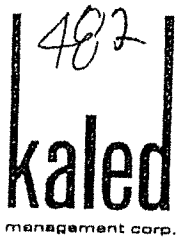
(vii) The superintendent shall be notified of any drippings, or moist refuse appearing on incinerator closet floor and corridors.

(29) No Lessee shall install any plantings on the terrace, balcony or roof without the prior written approval of the Lessor. Plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace, balcony or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet wall flashing, with a floor of drainage tiles and suitable weep holes at the sides to draw off water. It shall be the responsibility of the Lessee to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.

(30) The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. If the Lessor takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the Lessee, as additional rent.

(31) These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor.

(32) No employee of Lessor may be used by any Lessee for the private business of any Lessee without the prior written consent of the Board of Directors having first been obtained in each instance. The holders of Unsold Shares shall have the right to use employees of the Apartment Corporation in the preparation of vacant apartments for sale or to do work in connection with apartments to which Unsold Shares are allocated, and the holders of Unsold Shares will pay the Apartment Corporation the hourly wages of the employees involved for the time during which they were actually employed on such business. Such employment may not interfere with the regular duties of said employees.



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FAX: (516) 878-8812  
WWW.KALED.COM

ASSET MANAGEMENT  
757 THIRD AVENUE  
SUITE 2028  
NEW YORK, NY 10017  
(212) 370-5508

EMAIL: INFO@KALED.COM

# MEMO

TO: All Residents

FROM: Kaled Management Corp.

DATE: February 1, 2024

**RE: HOMEOWNER'S INSURANCE**

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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.

RESOLUTION OF GREENBRIAR TENANTS CORP.

The undersigned hereby certifies that the following resolution was adopted by the Board of Directors of Greenbriar Tenants Corp. at a Board of Directors' meeting held on February 24, 2024 and hereby resolved that the Sublet Policy be amended as follows:

"Shareholders will only be permitted to sublet for a maximum of seven (7) years."

Greenbriar Tenants Corp.

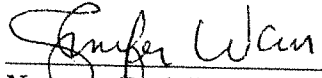
By: 

President

Elizabeth Chamulak

State of New York )  
County of Queens )

On the 14th day of March 2024 before me personally came Elizabeth Chamulak to me known, who being by me duly sworn, did depose and say that she resides at 85-15 Main Street, Apt. 6J, Briarwood, NY 11435 that he/she is the President of the Greenbriar Tenants Corp., a 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 he/she signed her name thereto by like order.

  
Notary Public

JENNIFER WARD  
Notary Public, State of New York  
No. 01WA5088901  
Qualified in Richmond County  
Commission Expires December 1, 2025

## RESOLUTION OF GREENBRIAR TENANTS CORP.

The undersigned hereby certifies that the following resolution was adopted by the Board of Directors of Greenbriar Tenants Corp., by affirmative vote, at a Board meeting held on March 12, 2025.

And is hereby resolved that the House Rules be amended as follows:

*"No electric bicycles, scooters, or similar e-mobility devices or vehicles (an "LI Vehicle") using lithium-ion batteries are permitted in the Apartment, on the terraces, balconies, or any other spaces appurtenant to the Apartment, or in the common areas of the building (including but not limited to the public halls, lobbies, basement, elevator, vestibules, and stairways) (collectively, the "Property"). As such, no Lessee (Tenant) shall permit any LI Vehicles (whether belonging to the Lessee (Tenant) or to their guests, employees, agents, visitors, tenants, sub lessees (tenants), or licensees) (collectively, "Guests") to be brought into, kept, charged, or stored in the Property. In the event a violation of the foregoing policy results in a fire at the Property, the Lessee (Tenant) who brought the LI Vehicle into the Property or whose Guests brought the LI Vehicle into the Property, shall be deemed a violation of the Lessee's proprietary Lease and the cooperative shall hold Lessee(s) responsible for any incidents arising from the use or storage of LI Vehicles."*

*"The Board has approved this Resolution".*

Greenbriar Tenants Corp.

By:

Board President

Elizabeth L. Chamulak

State of New York }  
County of Queens }

On this 13 day of May, 2025 before me personally came Elizabeth Chamulak, to me known, who being duly sworn, did depose and say that she resides at 85-15 Main Street, Apt. 6J, Briarwood, NY 11435; that she is the President of Greenbriar Tenants Corp., a New York Corporation, the corporation described in and which executed the foregoing resolution; that she knows the seal of 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

Notary Public

