

# ***SUBLET APPLICATION***

**Greenbriar Tenants 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  
(516) 780-8313 Fax  
[Susan@kaled.com](mailto:Susan@kaled.com)**

**Bldg. # 482**

**12/2023**

## **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.**

## APPLICATION PACKAGE CHECKLIST:

The following items must be included with the application:

1. Sublet Application including financial schedules \_\_\_\_\_
2. Copy of the fully executed Sublease \_\_\_\_\_
3. Copy of W-2 forms and federal income tax forms with all attachments for prior two (2) years. Note: All tax returns must be signed and dated. **(Please remove Social Security #)** (first 2 pages only) for prior two (2) years.
4. 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. \_\_\_\_\_
5. Letter from landlord or managing agent stating your 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. \_\_\_\_\_
6. 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 stubs from latest payroll check. If employed less than one year, please attach letter from previous employer. If applicant is retired, provide copies of pension or social security award letters. If applicant is self-employed, provide a letter from accountant stating annual income and net worth. Also, please attach latest balance sheet & profit & loss statement. \_\_\_\_\_
7. Two (2) letters of personal reference letters (from non-related parties). \_\_\_\_\_
8. Copies of most recent bank statements for three (3) months. \_\_\_\_\_
9. Credit Check/Criminal Authorization for each subtenant and for all occupants over (18) eighteen years old that will be residing in apartment. **Only in the original copy** \_\_\_\_\_
10. Lead Paint rider, Carbon Monoxide Rider, and Smoke Detector rider Signed and notarized signed by both Shareholder and subtenant \_\_\_\_\_
11. Window Guards rider and sprinkler disclosure \_\_\_\_\_
12. Evidence of renters insurance \_\_\_\_\_
13. Pet Rider \_\_\_\_\_

- All prospective subtenants and everyone living in the apartment are subject to application review and Board interview and approval. The Management Corp. will contact the prospective applicant for interview upon receipt of an acceptable credit check and application review. Should a prospective applicant wish to have an interpreter present at board interview, the Board welcomes such additional individual.  
Please submit **One (1) COLLATED COPY AND ONE (1) ORIGINAL (Totaling two (2) complete packages).**

- \* 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.
- \* Please remove your social security number from all documents except credit check authorization.\*
- \* Please only put the credit authorization/criminal in the original package
- \* Incomplete application packages will be returned to the subtenant or broker.

#### **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. **(applicant)**
- \* Credit check fee of **\$150.00 per person payable to Kaled Management Corp. (per applicant)**
- \* **Applicant** - Move in deposit of **\$500.00** payable to **Greenbriar Tenants Corp. \$250.00** is refundable assuming the Cooperative's moving policy is not violated.
- \* **Shareholder-** Move out deposit of **\$500.00** payable to **Greenbriar Tenants Corp. \$250.00** is refundable assuming the Cooperative's moving policy is not violated.
- \* Enclose a check in the amount of **\$100.00 payable to Greenbriar Tenants Corp.** for administration fee
- \* **Shareholder** to pay sublet fee of Twenty Five (25%) percent of the annual maintenance billed monthly. This will be billed on your maintenance statement.

#### **Sublet Application**

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

**Shareholder Name(s):** \_\_\_\_\_

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

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

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

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

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

**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, relationship and age of each person who will reside with you in the apartment:**

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

15. When will you move in: \_\_\_\_\_?

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

\_\_\_\_\_

If so, state full details: \_\_\_\_\_

**17. References:**

List two references (non- family)

1. Name \_\_\_\_\_

Address \_\_\_\_\_

2. Name \_\_\_\_\_

Address \_\_\_\_\_

**18. Present Landlord:**

Name \_\_\_\_\_

Address \_\_\_\_\_

Dates of Occupancy: From: \_\_\_\_\_ to \_\_\_\_\_

Rent: \_\_\_\_\_

**19. 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\*\***

**20. If you know any persons presently residing at the Greenbriar?**

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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

\_\_\_\_\_

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

\_\_\_\_\_

**27 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. 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

Instructions: If the income tax statement you submit with this application is for the prior calendar year, then complete this form for the current calendar year only. If you have not submitted a filed income tax statement for the prior calendar year, please complete two forms; one for the preceding year and one for the current year.

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,	
		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 \_\_\_\_\_

**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

[illegible]

Amount	Due to	In Name of	Maturity Date	Collateral	Monthly Payment

[illegible]

### SCHEDULE D - LOANS

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)

Name of Institution	Account No.	Balance
		\$
		\$
		\$
		\$
		\$

		\$
		\$
		\$
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		\$

#### SCHEDULE H - SCHEDULE OF CASH IN BANKS - INCLUDE CD'S AND MONEY MARKET ACCTS

Name of Bank	Account No.	Balance
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total -		\$

Re: Sublet 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: Sublet 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: \_\_\_\_\_

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 Lessor

\_\_\_\_\_  
Name of Lessee

\_\_\_\_\_  
Signature of Lessor

\_\_\_\_\_  
Signature of Lessee

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.

## 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

\_\_\_\_\_  
SUBTENANT (PRINT)

\_\_\_\_\_  
SUBTENANT (SIGNATURE)

\_\_\_\_\_  
SUBTENANT (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

## RESIDENTIAL LEASE ADDENDUM #1

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

#### Lease Warning Statement

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

#### Lessors' Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (Check (i) or (ii) below):
- (i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).
- \_\_\_\_\_
- (ii) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the lessor (Check (i) or (ii) below):
- (i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below)
- \_\_\_\_\_
- (ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Lessee's Acknowledgment (initial)

- (c) \_\_\_\_\_ Lessee has received copies of all information listed above.
- (d) \_\_\_\_\_ Lessee has received the pamphlet *Protect your Family from Lead in Your Home*.

#### Agent's Acknowledgement (initial)

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

#### Certification of Accuracy

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

\_\_\_\_\_  
Lessor Date

\_\_\_\_\_  
Lessor Date

\_\_\_\_\_  
Lessee Date

\_\_\_\_\_  
Lessee Date

**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)).

**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.

Tenant :	Name: _____	Date _____
	Signature: _____	
	Name: _____	Date: _____
	Signature: _____	
Owner	Name: _____	Date _____
	Signature: _____	

## 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.

# STANDARD FORM OF COOPERATIVE APARTMENT SUBLEASE

CAS/98

THE REAL ESTATE BOARD OF NEW YORK, INC.

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**PREAMBLE:** This Sublease contains the agreements between You and Owner concerning the rights and obligations of each party. You and Owner have other rights and obligations which are set forth in government laws and regulations.

You should read this Sublease carefully. If You have any questions, or if You do not understand any words or statements, get clarification. Once You and Owner sign this Sublease, You and Owner will be presumed to have read it and understood it. You and Owner admit that all agreements between You and Owner have been written into this Sublease except for obligations arising under the Cooperative Documents (as defined in Article 4). You understand that any agreements made before or after this Sublease was signed and not written into it will not be enforceable.

**THIS SUBLEASE** is made as of \_\_\_\_\_ between  
month day year

Owner, the Sublessor, \_\_\_\_\_  
whose address is \_\_\_\_\_, and  
You, the Sublessee, \_\_\_\_\_  
whose address is \_\_\_\_\_.

## 1. APARTMENT AND USE

Owner agrees to sublease to You Apartment \_\_\_\_\_ on the \_\_\_\_\_ floor in the cooperative apartment building at \_\_\_\_\_, Borough of \_\_\_\_\_, City and State of New York (the "Building"). You shall use the Apartment for living purposes only. The Apartment may be occupied only by You and the following Permitted Occupants: \_\_\_\_\_.

You acknowledge that: (i) this Sublease may not commence until the occupancy of the Apartment by You and the Permitted Occupants has been approved by the Board of Directors of \_\_\_\_\_ ("Apartment Corporation"); and (ii) no other person other than You and the Permitted Occupants may reside in the Apartment without the prior written consent of the Owner and the Apartment Corporation.

## 2. LENGTH OF SUBLEASE

The term (that means the length) of this Sublease will begin on \_\_\_\_\_ and will end on \_\_\_\_\_. If You do not do everything You agree to do in this Sublease, Owner may have the right to end this Sublease before the ending date. If Owner does not do everything that Owner agrees to do in this Sublease, You may have the right to end the Sublease before the ending date. You acknowledge that the term of this Sublease may be reduced as authorized by Article 6.

## 3. RENT

Your monthly rent for the Apartment is \$ \_\_\_\_\_. You must pay Owner the rent, in advance, on the first day of each month either to Owner at the above address or at another place that Owner may inform You of by written notice. You must pay the first month's rent to Owner when You sign this Sublease if the Sublease begins on the first day of the month. If the Sublease begins after the first day of the month, You must pay when You sign this Sublease: (i) the part of the rent from the beginning date of this Sublease until the last day of the month, and (ii) the full rent for the next full calendar month.

## 4. COOPERATIVE DOCUMENTS

This Sublease shall be subject and subordinate to: (i) the Proprietary Lease for the Apartment between Apartment Corporation, as lessor, and Owner, as lessee; (ii) the Rules and Regulations of the Apartment Corporation (which are sometimes called House Rules); and (iii) the By-Laws of the Apartment Corporation. (The Proprietary Lease, the Rules and Regulations and the By-Laws of the Apartment Corporation and all amendments thereto, including any amendments subsequent to the date hereof, are collectively called the "Cooperative Documents".) In the event of any inconsistency between the provisions of this Sublease and the Cooperative Documents, the provisions of the Cooperative Documents shall govern and be binding.

You and the Permitted Occupants of the Apartment shall faithfully observe and comply with the Cooperative Documents, other than the provisions of the Cooperative Documents required to be performed by Owner (which include the payment of rent for the Apartment to the Apartment Corporation). You and the Permitted Occupants of the Apartment shall not undertake any action which, if performed by Owner, would constitute a violation of the Cooperative Documents. You have reviewed the Cooperative Documents or waived their examination.

## 5. SECURITY DEPOSIT

You are required to give Owner the sum of \$ \_\_\_\_\_ when You sign this Sublease as a security deposit, which is called in law a trust. Owner will deposit this security in \_\_\_\_\_ bank at \_\_\_\_\_, New York. This security account shall not bear interest.

If You carry out all of your agreements in this Sublease and if You move out of the Apartment and return it to Owner in the same condition it was in when You first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty through no fault of your own, Owner will return to You the full amount of your security deposit within 60 days after this Sublease ends. However, if You do



the date You move in, whichever is earlier. If Owner does not give You notice that the move-in date is within 30 days after the beginning date of the term of this Sublease as stated in Article 2, this Sublease shall be canceled and all prepaid rent and security deposit shall be promptly returned to You.

## **7. CAPTIONS**

In any dispute arising under this Sublease, in the event of a conflict between the text and a caption, the text controls.

## **8. WARRANTY OF HABITABILITY**

A. All of the sections of this Sublease are subject to the provisions of the Warranty of Habitability Law in the form it may have from time to time during this Sublease. Nothing in this Sublease can be interpreted to mean that You have given up any of your rights under that law. Under that law, Owner agrees that the Apartment is fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.

B. You will do nothing to interfere to make more difficult the Apartment Corporation's efforts to provide You and all other occupants of the Building with the required facilities and services. Any condition caused by your misconduct or the misconduct of anyone under your direction or control shall not be a breach by Owner.

## **9. CARE OF YOUR APARTMENT; END OF SUBLEASE-MOVING OUT**

A. You will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. You will move out on or before the ending date of this Sublease and leave the Apartment in good order and in the same condition as it was when You first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of your own.

B. When the Sublease ends, You must remove all of your movable property. You must also remove at your own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment You may have installed in the Apartment, even if it was done with Owner's consent. If the Apartment Corporation imposes any "move-out" deposits or fees, You shall pay any such deposit or fee when requested by the Apartment Corporation. You must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. You have not moved out until all persons, furniture and other property of yours is also out of the Apartment. If your property remains in the Apartment after the Sublease ends, Owner may either treat You as still in occupancy and charge You for use, or may consider that You have given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at your expense. You agree to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Sublease.

## **10. CHANGES AND ALTERATIONS TO APARTMENT**

You cannot build in, add to, change or alter, the Apartment in any way, including wallpapering, painting, repainting, or other decorating, without first obtaining the prior written consent of Owner and, if required under the Proprietary Lease, the Apartment Corporation. Without Owner's and/or the Apartment Corporation's prior written consent, You cannot install or use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's and/or the Apartment Corporation's opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other tenants of the Building. Also, You cannot place in the Apartment water-filled furniture.

## **11. YOUR DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND RULES**

A. GOVERNMENT LAWS AND ORDERS. You will obey and comply: (i) with all present and future city, state and federal laws and regulations which affect the Building or the Apartment, and (ii) with all orders and regulations of insurance rating organizations which affect the Apartment and the Building. You will not allow any windows in the Apartment to be cleaned from the outside, unless the prior written consent of the Apartment Corporation is obtained.

B. APARTMENT CORPORATION'S RULES AFFECTING YOU. You will obey all of the Cooperative Documents other than the provisions of the Cooperative Documents required to be performed by Owner.

C. YOUR RESPONSIBILITY. You are responsible for the behavior of yourself, the Permitted Occupants of the Apartment, your servants and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because You, the Permitted Occupants of the Apartment, servants or people visiting the Apartment, have not obeyed government laws and orders, the Cooperative Documents or this Sublease.

## **12. OBJECTIONABLE CONDUCT**

You, the Permitted Occupants of the Apartment, servants or people visiting the Apartment will not engage in objectionable conduct in the Building. Objectionable conduct means behavior which makes or will make the Apartment or the Building less fit to live in for You or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartments, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other occupants of the Building. Objectionable conduct by You gives Owner the right to end this Sublease.

## **13. SERVICES AND FACILITIES**

A. REQUIRED SERVICES. The Apartment Corporation will provide cold and hot water and heat, as required by law, repairs to the Apartment, as required by the Proprietary Lease, elevator service if the Building has elevator equipment, and the utilities, if any, included in the rent, as set forth in subparagraph B. You are not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.

B. The following utilities are included in the rent \_\_\_\_\_.

C. ELECTRICITY AND OTHER UTILITIES. If the Apartment Corporation provides electricity or gas for a separate, submetered charge, your obligations to the Apartment Corporation and/or Owner are described in a rider attached to this Sublease. If electricity or gas is not included in the rent and is not charged separately by the Apartment Corporation and/or Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service and cable television service if the cost of any such service is not included in the rent.

## 15. ENTRY TO APARTMENT

During reasonable hours and with reasonable notice, except in emergencies, Owner, Owner's representatives and agents or employees of the Apartment Corporation may enter the Apartment for the following reasons:

A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; to inspect the Apartment; and to make any necessary repairs or changes Owner or the Apartment Corporation decide are necessary. Your rent will not be reduced because of any of this work, unless the rent payable by Owner under the Proprietary Lease is reduced.

B. To show the Apartment to persons who may wish to become owners of the Apartment or may be interested in lending money to Owner.

C. For two months before the end of the Sublease, to show the Apartment to persons who wish to sublease it.

D. If, during the last month of the Sublease, You have moved out and removed all or almost all of your property from the Apartment, Owner may enter to make changes, repairs or redecorations. Your rent will not be reduced for that month and this Sublease will not be ended by Owner's entry.

E. If, at any time, You are not personally present to permit Owner, Owner's representatives or the agents and employees of the Apartment Corporation, to enter the Apartment and entry is necessary or allowed by law, under the Proprietary Lease or this Sublease, Owner, Owner's representatives or the agents and employees of the Apartment Corporation may nevertheless enter the Apartment. Owner, Owner's representatives or the agents and employees of the Apartment Corporation may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, any authorized party is negligent or misuses your property.

## 16. ASSIGNING; SUBLETTING; ABANDONMENT

A. Assigning and Subletting. You cannot assign this Sublease or sublet the Apartment. You acknowledge that Owner may refuse any request made by You to assign this Sublease or to further sublet the Apartment for any reason or no reason.

B. Abandonment. If You move out of the Apartment (abandonment) before the end of this Sublease without the consent of Owner, this Sublease will not be ended. You will remain responsible for each monthly payment of rent as it becomes due until the end of this Sublease. In case of abandonment your responsibility for rent will end only if Owner chooses to end this Sublease for default as provided in Article 17.

## 17. DEFAULT

A. You default under the Sublease if You act in any of the following ways:

- (i) You fail to carry out any agreement or provision of this Sublease;
- (ii) You, a Permitted Occupant of the Apartment, servants or people visiting the Apartment behave in an objectionable manner;
- (iii) You, a Permitted Occupant of the Apartment, servants or people visiting the Apartment violate any of the Cooperative Documents;
- (iv) You do not take possession or move into the Apartment 15 days after the beginning of this Sublease; or
- (v) You and the Permitted Occupants of the Apartment move out permanently before this Sublease ends.

If You do default in any one of these ways, other than a default in the agreement to pay rent, Owner may serve You with a written notice to stop or correct the specified default within 10 days. You must then either stop or correct the default within 10 days, or, if You need more than 10 days, You must begin to correct the default within 10 days and continue to do all that is necessary to correct the default as soon as possible.

B. If You do not stop or begin to correct a default within 10 days, Owner may give You a second written notice that this Sublease will end 6 days after the date the second written notice is sent to You. At the end of the 6-day period, this Sublease will end, You then must move out of the Apartment. Even though this Sublease ends, You will remain liable to Owner for unpaid rent up to the end of this Sublease, the value of your occupancy, if any, after the Sublease ends, and damages caused to Owner after that time as stated in Article 18.

C. If You do not pay your rent when this Sublease requires after a personal demand for rent has been made, or within 3 days after a statutory written demand for rent has been made, or if the Sublease ends Owner may do the following: (i) enter the Apartment and retake possession of it if You have moved out; (ii) go to court and ask that You and all other occupants in the Apartment be compelled to move out.

Once this Sublease has been ended, whether because of default or otherwise, You give up any right You might otherwise have to reinstate this Sublease.

## 18. REMEDIES OF OWNER AND YOUR LIABILITY

If this Sublease is ended by Owner because of your default, the following are the rights and obligations of You and Owner.

A. You must pay your rent until this Sublease has ended. Thereafter, You must pay an equal amount for what the law calls "use and occupancy" until You actually move out.

B. Once You are out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Sublease. Owner may re-rent to a new subtenant at a lesser rent or may charge a higher rent than the rent in this Sublease.

C. Whether the Apartment is re-rented or not, You must pay to Owner as damages:

- (i) the difference between the rent in this Sublease and the amount, if any, of the rents collected in any later sublease of the Apartment for what would have been the remaining period of this Sublease; and
- (ii) Owner's expenses for the cost of putting the Apartment in good condition for re-rental; and
- \*\*\* (iii) Owner's expenses for attorney's fees (*Delete if inapplicable*).

D. You shall pay all damages due in monthly installments on the rent day established in this Sublease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action. If the rent collected by Owner from a subsequent subtenant of the Apartment is more than the unpaid rent and

ing the Apartment or the Building which You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You have caused;

(iii) Preparing the Apartment for the next subtenant if You move out of the Apartment before the Sublease ending date without Owner's prior written consent;

\*\*\* (iv) Any legal fees and disbursements for legal actions or proceedings brought by Owner against You because of a default by You for defending lawsuits brought against Owner because of the actions of You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You (*Delete if inapplicable*);

(v) Removing all of your property after this Sublease is ended;

(vi) Any miscellaneous charges payable to the Apartment Corporation for services You requested that are not required to be furnished You under this Sublease for which services You have failed to pay the Apartment Corporation and which Owner has paid;

(vii) All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Sublease or the Cooperative Documents by You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You.

These fees and expenses shall be paid by You to Owner as additional rent within 30 days after You receive Owner's bill or statement. If this Sublease has ended when these fees and expenses are incurred, You will still be liable to Owner for the same amount as damages.

B. Owner agrees that unless subparagraph (iv) of subparagraph 20 A has been stricken out of this Sublease, You have the right to collect reasonable legal fees and expenses incurred in a successful defense by You of a lawsuit brought by Owner against You or brought by You against Owner to the extent provided by Real Property Law Section 234.

C. You shall pay the Apartment Corporation on demand for the cost of any miscellaneous charges payable to the Apartment Corporation for services You requested that are not required to be furnished You under this Sublease.

## **21. PROPERTY LOSS, DAMAGES OR INCONVENIENCE**

Unless caused by the negligence or misconduct of Owner, Owner's representatives or the agents and employees of the Apartment Corporation, none of these authorized parties are responsible to You for any of the following: (i) any loss of or damage to You or your property in the Apartment or the Building due to any accidental or intentional cause, even a theft or another crime committed in the Apartment or elsewhere in the Building; (ii) any loss of or damage to your property delivered to any agent or employee of the Apartment Corporation (i.e. doorman, superintendent, etc.); or (iii) any damage or inconvenience caused to You by actions, negligence or violations of the Cooperative Documents by any other tenant or person in the Building except to the extent required by law.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or on behalf of the Apartment Corporation. Owner will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Owner or the Apartment Corporation. Owner will not be liable to You for such interference caused by the permanent closing, darkening or blocking up of windows, if such action is required by law. None of the foregoing events will cause a suspension or reduction of the rent or allow You to cancel the Sublease.

## **22. FIRE OR CASUALTY**

A. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Sublease will continue unless ended by Owner under subparagraph C below or by You under subparagraph D below. However, the rent will be reduced immediately. This reduction will be based upon the square footage of the part of the Apartment which is unusable.

B. Owner and/or the Apartment Corporation will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below.

C. After a fire, accident or other casualty in the Building, the Apartment Corporation may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Sublease. Owner may do this even if the Apartment has not been damaged, by giving You written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is unusable when Owner gives You such notice, this Sublease will end 60 days from the last day of the calendar month in which You were given the notice.

D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in 30 days, You may give Owner written notice that You end the Sublease. If You give that notice, this Sublease is considered ended on the day that the fire, accident or casualty occurred. Owner will promptly refund your security deposit and the pro-rata portion of rents paid for the month in which the casualty happened.

E. Unless prohibited by the applicable policies, to the extent that such insurance is collected, You and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

F. You acknowledge that if fire, accident, or other casualty causes damage to any of your personal property in the Apartment, including, but not limited to your furniture and clothes, neither the Owner nor the Apartment Corporation will be responsible to You for the repair or replacement of any such damaged personal property unless such damage was a result of the Owner's or the Apartment Corporation's negligence.

## **23. PUBLIC TAKING**

The entire Building or a part of it can be acquired (condemned) by any government or government agency for a public or quasi-public use or purpose. If this happens, this Sublease shall end on the date the government or agency take title. You shall have no claim against Owner for any damage resulting; You also agree that by signing this Sublease, You assign to Owner any claim against the government or government agency for the value of the unexpired portion of this Sublease.

## **24. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS**

All leases and mortgages of the Building or of the land on which the Building is located and the Proprietary Lease for the Apartment now in effect or made after this Sublease is signed, come ahead of this Sublease. In other words, this Sublease is "subject and subordinate to" the Proprietary Lease and any existing or future lease or mortgage on the Building or land, including any renewals,

writing, (ii) signed by or in the name of Owner or Owner's agent, and (iii) addressed to You at the Apartment and delivered to You personally or sent by registered or certified mail to You at the Apartment. The date of service of any written notice by Owner to You under this agreement is the date of delivery or mailing of such notice.

B. Notices to Owner. If You wish to give a notice to Owner, You must write it and deliver it or send it by registered or certified mail to Owner at the address noted on page 1 of this Sublease or at another address of which Owner or Agent has given You written notice.

## **27. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM**

A. Both You and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim on any matters concerning this Sublease, the relationship of You and Owner as sublessee and sublessor or your use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims or personal injury or property damage.

B. If Owner begins any court action or proceeding against You which asks that You be compelled to move out, You cannot make a counterclaim unless You are claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or the Building.

## **28. NO WAIVER OF SUBLEASE PROVISIONS**

A. Even if Owner accepts your rent or fails once or more often to take action against You when You have not done what You have agreed to do in this Sublease the failure of Owner to make action or Owner's acceptance of rent does not prevent Owner from taking action at a later date if You against do not do what You have agreed to do.

B. Only a written agreement between You and Owner can waive any violation of this Sublease.

C. If You pay and Owner accepts an amount less than all the rent due, the amount received shall be considered to be in payment of all or part of the earliest rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the rent due unless there is a written agreement between You and Owner.

D. Any agreement to end this Sublease and also to end the rights and obligations of You and Owner must be in writing, signed by You and Owner or Owner's agent. Even if You give keys to the Apartment and they are accepted by either any employee or agent of the Apartment Corporation, Owner's representatives or Owner, this Sublease is not ended.

E. This Sublease, or any provision hereof, may not be modified, amended, extended, waived or abrogated without the prior written consent of the Apartment Corporation.

## **29. CONDITION OF THE APARTMENT**

When You signed this Sublease, You did not rely on anything said by Owner, Owner's representatives or the Apartment Corporation's employees, agents, or superintendent about the physical condition of the Apartment, the Building or the land on which is built. You did not rely on any promises as to what would be done, unless what was said or promised is written in this Sublease and signed by both You and Owner. Before signing this Sublease, You have inspected the Apartment and You accept it in its present condition "as is", except for any condition which You could not reasonably have seen during your inspection. You agree that Owner has not promised to do any work in the Apartment except as specified in a rider attached to this Sublease.

## **30. DEFINITIONS**

A. Owner: The term "Owner" means the person or organization receiving or entitled to receive rent from You for the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" is the person or organization that owns the shares of stock of the Apartment Corporation appurtenant to the Apartment and is the lessee under the Proprietary Lease for the Apartment. It does not include a former Owner, even if the former Owner signed this Sublease.

B. You. The Term "You" means the person or persons signing this Sublease as sublessee and the successors and assigns of the signer. This Sublease has established a sublessor-sublessee relationship between Owner and You.

## **31. SUCCESSOR INTERESTS**

The agreements in this Sublease shall be binding on Owner and You and on those who succeed to the interest of Owner or You by law, by approved assignment or by transfer.

## **32. TERMINATION OF PROPRIETARY LEASE**

You acknowledge that if the Proprietary Lease is terminated by the Apartment Corporation, this Sublease shall terminate and come to an end 30 days after the Proprietary Lease is terminated. In such event, Owner shall return to You pay rent paid in advance on a pro rata basis.

## **33. INSURANCE**

You may obtain liability insurance insuring You, the Permitted Occupants of the Apartment, your servants and people visiting the Apartment, and personal property insurance insuring your furniture and furnishings and other items of personal property located in the Apartment. You may not maintain any insurance with respect to any furniture or furnishings belonging to Owner that are located in the Apartment. You acknowledge that Owner may not be required to maintain any insurance with respect to the Apartment.

## **34. CONSENT**

You shall furnish to the Apartment Corporation or its managing agent, within 5 business days after the date of this Sublease, such personal and financial references and additional information concerning You and the Permitted Occupants of the Apartment as may be requested in order to obtain the consent of the Apartment Corporation to this Sublease, including the submission of any application requested by the Apartment Corporation. You and the Permitted Occupants shall attend one or more personal interviews with members of the Board of Directors of the Apartment Corporation if requested. If the Apartment Corporation imposes any subleasing surcharge upon the rent payable by Owner under the Proprietary Lease during the term of this Sublease, any such subleasing surcharge shall be payable by Owner to the Apartment Corporation.

You acknowledge that this Sublease will not commence and that You and the Permitted Occupants shall have no right to occupy

You may not remove any furniture or furnishings from the Apartment or change the location of any such furniture or furnishings during the pendency of this Sublease without Owner's prior written consent.

A. You represent to Owner that You have not dealt with any real estate broker(s) in connection with the subleasing of the Apartment other than \_\_\_\_\_, [and that \_\_\_\_\_ is your real estate broker in connection with the subleasing of the Apartment (*Delete bracket if inapplicable*)]. You will compensate such broker(s) in accordance with a separate agreement. You shall indemnify and hold Owner harmless from any and all loss incurred by Owner as a result of a breach of the foregoing representations.

37. LEAD PAINT DISCLOSURE [DELETE IF THE BUILDING WAS ERECTED AFTER 1978]

Simultaneously with the execution of this Sublease, You and Owner shall sign and complete the disclosure of information on lead-based paint and/or lead-based paint hazards annexed as a rider attached to this Sublease. You acknowledge receipt of the pamphlet, "Protect Your Family From Lead in Your Home" prepared by the United States Environmental Protection Administration.

A. You may not keep any pets in the Apartment.

B. If authorized by the Cooperative Documents, You may keep pets in the Apartment provided: (i) You obtain the prior written consent of Owner; and (ii) You comply with the Cooperative Documents with respect to the keeping of pets in the Building.

Owner shall retain keys to all locks of the Apartment. If You make any changes to any such lock, You must deliver keys to Owner, and to the Apartment Corporation or its managing agent. At the end of this Sublease, You must deliver to Owner all keys to the Apartment. If You fail to return any keys, You shall pay Owner the cost of replacing any such keys.

You shall complete and deliver to the Apartment Corporation, when requested, a notice with respect to the installation of window guards in the Apartment in the form required by the City of New York. You acknowledge that it is a violation of law to refuse, interfere with installation, or remove window guards where required.

If: (i) Owner defaults in the payment to the Apartment Corporation of rent or other charges payable under Owner's Proprietary Lease for the Apartment; (ii) the Apartment Corporation notifies You of such default; and (iii) the Apartment Corporation instructs You to pay the rent under this Sublease to the Apartment Corporation, then You shall pay all future installments of rent payable under this Sublease to the Apartment Corporation until such time as the Apartment Corporation advises that the Owner's default has been cured. Owner acknowledges that if You pay any installment of rent payable under this Sublease to the Apartment Corporation as herein provided, You have satisfied your obligation to pay any such installment of rent to Owner. Nothing contained in this Article shall suspend your obligation to pay rent under this Sublease.

It is expressly understood and agreed that this Sublease shall not constitute an offer or create any rights in your favor, and shall in no way obligate or be binding upon Owner, and this Sublease shall have no force or effect until this Sublease is duly executed by You and Owner and a fully executed copy of this Sublease is delivered to both You and Owner.

TO CONFIRM OUR AGREEMENTS, OWNER AND YOU RESPECTIVELY SIGN THIS SUBLEASE AS OF THE DAY AND  
EAR FIRST WRITTEN ON PAGE 1.

WITNESS:

\_\_\_\_\_(L.S.)  
Owner's Signature

\_\_\_\_\_(L.S.)  
Sublessee's Signature

\_\_\_\_\_  
Sublessee's Signature (L.S.)

The undersigned Guarantor guarantees to Owner the strict performance of and observance by Sublessee of all the agreements, provisions and rules in the attached Sublease. Guarantor agrees to waive all notices when Sublessee is in default of its obligations to Owner.



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

January 29, 2016

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

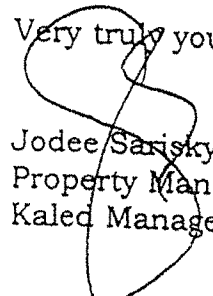
Dear Shareholder(s):

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.

## GREENBRIAR PETS POLICY

Page 1 of 2

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

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### 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.).

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## 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.

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 on Balconies and Within Units**

According to the Proprietary Lease, smoking is permitted within residential units and upon balconies. In order to minimize the risk of fire, we ask residents to stub out lit cigarettes and dispose of the used cigarette butts properly. Please do not toss used cigarette butts off the balcony.

### **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.



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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.

## **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.

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 May 31, 2023 wherein one of the purposes of said meeting was to update the House Rules to include a Move in / Move out fee of \$500.00 with \$250.00 refundable:

*"RESOLVED, effective October 1, 2023, that the Sales Application is amended to provide that the "Move in/Move out fee" of \$500.00 with \$250.00 to be refundable."*

Greenbriar Tenants Corp.

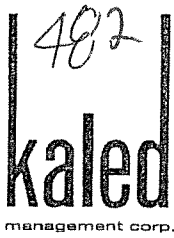
By: Theresa O'Leary  
President  
Theresa O'Leary

State of New York )  
County of ~~Queens~~ )

On the 29 day of ~~October~~ <sup>September</sup> 2023 before me personally came Theresa O'Leary to me known, who being by me duly sworn, did depose and say that she resides at 85-15 Main Street, Apt. 5J, 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.

Susan M. Rubin  
Notary Public

SUSAN M. RUBIN  
Notary Public, State of New York  
No. 01RU5046858  
Qualified in Suffolk County  
Commission Expires July 17, 2027



CORPORATE OFFICE  
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WWW.KALED.COM

ASSET MANAGEMENT  
757 THIRD AVENUE  
SUITE 2025  
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**

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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.