

SUBLET APPLICATION:

**HARTLEY HOUSE
OWNERS CORP.
30-11 Parsons Blvd.
Flushing NY 11354**

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)780-8331**

Bldg. # 376

5/2019

THE HARTLEY HOUSE

SUBLEASE REQUIREMENTS:

1. The following must be submitted to the Managing Agent:
 - A. The Sublease application filled out in its entirety
 - B. A copy of the attached Sublease Agreement signed by both the owner and subtenant (**1 Year Lease Only**)
 - C. A letter from a current employer confirming term of employment and salary.
 - D. A copy of last two paystubs
 - E. Two (2) years of most recent W-2's, Tax return, and 1040 Tax Filing forms.
 - F. Two (2) months bank statements. (Checking, savings, 401k etc.)
 - G. LEAD PAINT DISCLOSURE. Signed and initialed by both parties. (**APPLICATION WILL BE RETURNED IF THIS FORM IS NOT FILLED OUT COMPLETELY OR CORRECTLY.**)
 - H. Window Guard Rider signed.
 - I. No Pet rider signed.
 - J. One (1) letter from current landlord
 - K. One (1) reference letter
 - L. Credit and criminal Authorization
 - M. Carbon Monoxide Authorization
 - N. Sprinkler Disclosure

* All proposed applicants are subject to an interview by the Board of Directors. This will be done upon receipt of a favorable credit check. **All** persons who will be residing in the premises must attend the interview. All persons must provide proof of identity - a photo ID issued by a state or government agency, i.e. a driver's license and a social security card.

2. Payment of the following charges must be made. **Only Certified Checks or Money Orders will be considered an acceptable means of payment.**

FROM APPLICANT:

- a. A **\$600.00** non-refundable application fee made payable to: **Kaled Management Corp.** to accompany application; and
- b. A **\$150.00** credit profile fee – **per applicant** – made payable to: **Kaled Management Corp.**
- c. A **\$50.00** Application Fee payable to The Hartley House.
- d. Applicant - to pay move-in fee of **\$500.00** payable to Hartley House Owners Corp., of which **\$250.00** is non-refundable. The remaining **\$250.00** will only be refunded upon complete compliance with the House Rules.

FROM OWNER:

- a. *As of **October 1, 2005** Sublet Fee calculated at **\$1.00 per share payable to Hartley House Owners Corp.** This will be billed to Shareholder's maintenance statement monthly.
 - b. Shareholder to pay move-out fee of **\$500.00** payable to Hartley House Owners Corp., of which **\$250.00 is non-refundable**. The remaining **\$250.00** will only be refunded upon complete compliance with the House Rules.
 - c. * As of February 14, 2011 apartment must be owner occupied for five years prior to subletting
3. An interview with the Board of Directors. Allow three (3) weeks for the processing of the application and interview with the Board of Directors.
- * Submit completed packages to Ms. Susan Rubin/Kaled Management, 7001 Brush Hollow Rd.Ste:200 Westbury, N.Y.11590.
- * Any packages not submitted in their entirety will be returned.
Two (2) COLLATED COPIES AND ONE (1) ORIGINAL.
Total (3) Three

The board may require additional information

SUBLEASE APPLICATION

Application is herewith submitted for the sublease and for the right of residency in
apartment # _____ **Hartley House Owners Corp.**

Owner's Name(s): _____

Telephone Numbers - Home: (____) _____ **Work:** (____) _____

Applicant Name: _____

Social Security Number Last 4 Digits: _____

Address: _____

Telephone Numbers - Home: (____) _____ **Work:** (____) _____

Employer's Name: _____

Address: _____

Occupation: _____

Length of Employment: _____

Title: _____ **Salary:** _____

Present Amount of Monthly Rent: _____ **Mortgage:** _____

Co-Applicant (if applicable): _____

Social Security Number Last 4 Digits: _____

Address: _____

Telephone Numbers - Home: (____) _____ **Work:** (____) _____

Employer's Name: _____

Address: _____

Occupation: _____

Length of Employment: _____

Title: _____ **Salary:** _____

Present Amount of Monthly Rent: _____ **Mortgage:** _____

Name of Landlord and Telephone #: _____ () _____

Length of Residency: _____

Reason for Leaving: _____

Bank: _____

Address: _____

Account Number(s) (Last 4 digits): _____

List all names of all people that will be occupying apartment:

Name:	Relationship:	Age:	Occupation:
--------------	----------------------	-------------	--------------------

_____	_____	_____	_____
-------	-------	-------	-------

_____	_____	_____	_____
-------	-------	-------	-------

_____	_____	_____	_____
-------	-------	-------	-------

_____	_____	_____	_____
-------	-------	-------	-------

Broker Involved: _____

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 Hartley House Owners Corp.

Signature of Applicant: _____ **Date:** _____

Signature of Co-Applicant: _____ **Date:** _____

HARTLEY HOUSE OWNERS CORP.

"WE UNDERSTAND AND ACKNOWLEDGE THAT HARTLEY HOUSE OWNERS CORP., DOES NOT ALLOW PETS AND AT NO TIME DURING OWNERSHIP OF THE APARTMENT WE WILL NOT HARBOR ANY PETS IN THE APARTMENT."

BY: _____

BY: _____

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: _____

INFORMATION AND COLLECTION AUTHORIZATION

Our policy is to screen all prospective tenants through the use of a credit profile search. The fee for this service is \$150.00 per applicant to be paid by you and with which we pay the credit check company for its service.

The fee for this service is non-refundable under any circumstances, even if you are denied the rental or sale of the apartment on the basis of the report, or if you change your mind and do not rent/buy.

I have read the above agreement, and I agree to its terms. I have received a copy of this document and I am supplying you with the necessary information to conduct this collection of information and credit profile searches, and I, authorize the same.

Applicants Signature

Applicants Signature

Dated: _____

Agent for Kaled Management Corp.

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 approved 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

Agent Date

Agent Date

This form provided free of charge from

LegalSurvival.com

74 Main St., PO Box 31, Akron, NY 14001, Phone: (716) 542-5444, rfriedman@legalsurvival.com

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

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)).

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

RESOLUTION OF HARTLEY HOUSE OWNERS CORP.

The undersigned hereby certifies that the following resolution was adopted by the Board of Directors of Hartley House Owners Corp. at a meeting held on February 2, 2011:

"It is hereby resolved that the length of time an apartment must be owner occupied prior to subletting is five (5) years."

Hartley House Owners Corp.

By: 

Jung Andres Hong, President

State of New York)
County of Queens)

On this 14th day of February, 2011 before me personally came Andres Hong, to me known, who being duly sworn, did depose and say that he resides at 30-11 Parsons Blvd, Flushing, New York 11354; that he is the President of Hartley House Owners Corp., a New York Corporation, the corporation described in and which executed the foregoing resolution; that he 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 he signed his name thereto by like order.


Notary Public

SHARON DENISE MOORE
Notary Public - State of New York
No. 01MO6228070
Qualified in Bronx County
My Commission Expires Sept. 13, 2014

STATEMENT OF WRITTEN CONSENT
OF THE BOARD OF DIRECTORS
OF
HARTLEY HOUSE OWNERS CORP.

The undersigned, representing a majority of the Board of Directors of Hartley House Owners Corp. a New York State corporation (the "Corporation"), do hereby take the following action on behalf of the Corporation pursuant to Article II Section 7 of the By-Laws of the Corporation:

RESOLVED, effective APRIL 1, 2019, a five thousand (\$5,000.00) dollar fee will be assessed to any Shareholder who sublets his/her apartment without prior written consent of the Board of Directors in violation of Paragraph 15 of the Proprietary Lease of the Corporation.


RESOLVED, effective APRIL 1, 2019, if a Shareholder fails to remove an unauthorized subtenant within thirty (30) days of receiving notice from the Corporation, he/she will be assessed a fee of one thousand (\$1,000.00) dollars for each month that the unauthorized subtenant remains in the apartment.

RESOLVED, effective APRIL 1, 2019, the House Rules of the cooperative housing corporation will be amended to include the following:

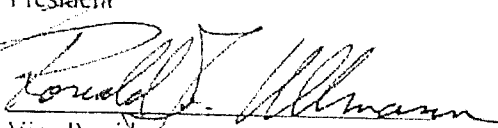
Any Shareholder that sublets his/her apartment without obtaining the written consent of the Board of Directors in violation of Paragraph 15 of the Proprietary Lease will be assessed a (\$5,000.00) dollar fee and given thirty (30) days to remove the unauthorized subtenant from the apartment. Failure to remove the unauthorized subtenant within the timeframe provided, will result in additional fees of one thousand (\$1,000.00) dollars for each month that the unauthorized subtenant remains in the apartment. In the event that the Corporation must commence legal action to enforce Paragraph 15 of the Proprietary Lease, the Shareholder will be responsible for all costs incurred by the Corporation in commencing and maintaining any such action.

RESOLVED, the Resolutions made part of this Statement of Written Consent of the Board of Directors shall be effective as of APRIL 1, 2019.

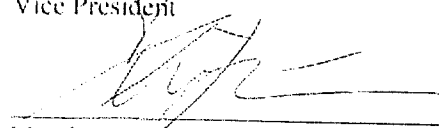
IN WITNESS WHEREOF, the undersigned have executed this Statement of Written
Consent of the Board of Directors on APRIL 1, 2019.



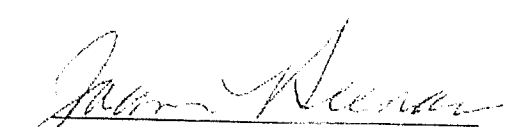
President



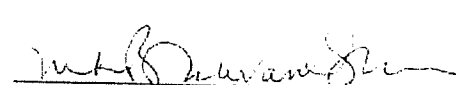
Vice President



Member



Secretary



Treasurer

Member

RESOLUTION OF HARTLEY HOUSE OWNERS CORP.

The undersigned hereby certifies that the following resolution was adopted by the Board of Directors of Hartley House Owners Corp. at a Board of Directors' meeting held on October 16, 2013:

For the PARTIAL transfer of a stock and lease to a family member, the following will be required: a signed no pet policy agreement, a signed five (5) year subletting policy (dated the date of stock transfer which will begin a new five (5) year period), and signed statement that the transferee has read and will abide by the house rules. No interview will be required.

For the FULL transfer of a stock and lease to a family member, the following will be required: a signed no pet policy agreement, a signed five (5) year subletting policy (dated the date of stock transfer which will begin a new five (5) year period), a credit check, a criminal background check, two (2) years tax returns, and a signed statement that the transferee has read and will abide by the house rules. No interview will be required.

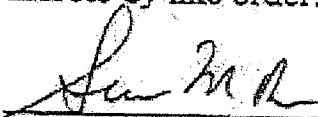
Hartley House Owners Corp.

By: 

J. Andres Hong, President

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

On this 19 day of March, 2014 before me personally came J. Andres Hong, to me known, who being duly sworn, did depose and say that he resides at 30-11 Parsons Blvd, Flushing, New York 11354; that he is the President of Hartley House Owners Corp., a New York Corporation, the corporation described in and which executed the foregoing resolution; that he 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 he signed his name thereto by like order.


Notary Public

Susan M. Rubin
Notary Public, State of New York
No. 01RU5048858
Qualified in Suffolk County
Commission Expires July 17, 2014

HOUSE RULES

- (1) The public halls and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartments in the Building, and the fire escapes 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 escapes 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 of the Lessees to whose Apartments such hall serves as a means of ingress and egress; in the event of disagreement among the 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 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 escapes, 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 as shall have been approved in writing by the Lessor or the managing agent.
- (9) No velocipedes, bicycles, scooters or similar vehicles shall be allowed in a passenger elevator and baby carriages and the above mentioned vehicles shall not be allowed to stand in the public halls, passageway, 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) Trucks 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 closet or other apparatus shall be paid for by the Lessee in whose Apartment it shall have been caused.

(15) No Lessee shall send any employees 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 be 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 other 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 a 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 eighty (80%) percent 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 ten (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 incinerator equipment:

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

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

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

(iv) Cartons, boxes, crates, sticks or 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 5:00 P.M. and service employee summoned to dispose of them by the way of the service elevator.

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

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

(vii) The superintendent shall be notified of any drippings or moist refuse appearing on incinerator closet floor or 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 and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. It is 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.

Hartley House Owners Corp.

30-11 Parsons Blvd

Flushing, NY 11354

July, 2018

Dear Shareholders/Residents:

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

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

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

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

Very truly yours,
Board of Directors

SUBLEASE AGREEMENT

ONE YEAR ONLY

The parties agree as follows:

Date of this Sublease:	19
Parties to this Sublease:	Overtenant: Address for notices: You, the Undertenant: Address for notices: If there are more than one Overtenant or Undertenant, the words "Overtenant" and "Undertenant" this Sublease includes them.
Information from Over-Lease:	Landlord: Address for notices: Overtenant: Address for notices: Date of Over-Lease: 19
	Term: from: 19 to: 1 A copy of the Over-Lease is attached as an important part of the Sublease.
Term:	1. years: months: Beginning: 1 ending: 19
Premises rented:	2.
Use of premises:	3. The premises may be used for
Rent:	4. The yearly rent is \$ You, the Undertenant, will pay this yearly rent to the Overtenant in twelve equal monthly payments of \$. Payments shall be paid in full on the first day of each month during the Term.
Security:	5. The security for the Undertenant's performance is \$. Overtenant states the Undertenant has received it. Overtenant shall hold the security in accordance with Paragraph Over-Lease.
Agreement to lease and pay rent:	6. Overtenant sublets the premises to you, the Undertenant, for the Term. Overtenant states that it has the authority to do so. You, the Undertenant, agree to pay the Rent and other charges as required in the Over-Lease. You, the Undertenant, agree to do everything required of you in the Sublease.
Notices:	7. All notices in the Sublease shall be sent by certified mail, "return receipt requested".
Subject to:	8. The Sublease is subject to the Over-Lease. It is also subject to any agreement to which the Over-Lease is subject. You, the Undertenant, state that you have read and initialed the Over-Lease and will not deviate from it in any way.
Overtenant's duties:	9. The Over-Lease describes the Landlord's duties. The Overtenant is not obligated to perform the Landlord's duties. If the Landlord fails to perform, you, the Undertenant, must send the Overtenant a written notice. Upon receipt of the notice, the Overtenant shall then promptly notify the Landlord and demand that the Over-Lease agreements be carried out. The Overtenant shall continue the demands until the Landlord performs.
Consent:	10. If the Landlord's consent to the Sublease is required, this consent must be received within 30 days from the date of this Sublease. If the Landlord's consent is not received within this time, the Sublease will be void. In such event all parties are automatically released and all payments shall be refunded to you, the Undertenant.

**Adopting the
Over-Lease and
exceptions:**

11. The provisions of the Over-Lease are part of this Sublease. All the provisions of the Over-Lease to the Overtenant are binding on you, the Undertenant, except these:
- a) These numbered paragraphs of the Over-Lease shall not apply:
 - b) These numbered paragraphs of the Over-Lease are changed as follows:

No authority:

12. You, the Undertenant, have no authority to contact or make any agreement with the Landlord about the premises or the Over-Lease. You, the Undertenant, may not pay rent or other charges to the Landlord, but only to the Overtenant.

Successors:

13. Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to the rights or take the place of the Overtenant or you, the Undertenant. Examples are an assign, heir, or a legal representative such as an executor of your will or administrator of your estate.

Changes:

14. This sublease can be changed only by an agreement in writing signed by the parties to the Sublease.

Signatures:

OVERTENANT:

.....
.....

You, the UNDERTENANT:

Witness:

.....
.....

GUARANTY OF PAYMENT WHICH IS PART OF THE SUBLEASE

Date of Guaranty:

19

**Guarantor
and address:**

**Reason for
Guaranty:**

1. I know that the Overtenant would not rent the premises to the Undertenant unless I guarantee Undertenant's performance. I have also requested the Overtenant to enter into the Sublease with the Undertenant. I have a substantial interest in making sure that the Overtenant rents the premises to the Undertenant.

Guaranty:

2. The following is my Guaranty:
I guaranty the full performance of the Sublease by the Undertenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.

In addition, I agree to these other terms:

**Changes in
Sublease have
no effect:**

3. This Guaranty will not be affected by any change in the Sublease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will be binding even if I am not a party to these changes.

Waiver of notice:

4. I do not have to be informed about any failure of performance by Undertenant. I waive notice of nonpayment or nonperformance.

Performance:	5. If the Undertenant fails to perform under the Sublease, the Overtenant may require me to perform with out first demanding that the Undertenant perform.
Waiver of jury trial:	6. I give up my right to trial by jury in any claim related to the Sublease or this Guaranty.
Changes:	7. This Guaranty of payment and performance can be changed only by written agreement signed by a parties to the Sublease and Guaranty.
Signatures:	<div style="text-align: right; margin-right: 100px;">GUARANTOR:</div> <div style="margin-right: 100px;"> WITNESS: </div>

STATE OF _____ COUNTY OF _____ ss.:
On _____ 19____ before me personally appeared _____
to me known and known to me to be the individual(s) described in and who executed the foregoing Sublease, and duly acknowledge
to me that he executed the same.

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