

***SALES APPLICATION***  
**Hempstead Gardens Owners Corp.**  
**125 Hempstead Gardens Drive**  
**West Hempstead NY 11552**

**Contact Information:**

**Ms. Susan Rubin**  
**Transfer Agent**  
**Kaled Management Corp.**  
**7001 Brush Hollow Road Ste:200**  
**Westbury, NY 11590**

**(516) 876-4800 x 313**  
**Fax (516) 780-8313**  
**Susan@Kaled.com**

**11/2024**

**Bldg. # 370**

Application instructions

- Do not bind application
- Do not Staple application or section together
- Do not make double sided copies of any sections
- Do not remove sections provided in application
- Do not include tabs or plastic inserts for each section

Guarantors are not allowed

Gifts are allowed. Bank/notarized gift letter must accompany application

The original application and all submitted documents become the property of the cooperative.

For any foreign documentation included in the application, translated and notarized copy must be included.

For any foreign bank statements included, please provide the most up to date currency conversion. All foreign bank statements require FDIC logo.

All applicants and occupants must attend the interview.

If any party is being represented by a POA, please include a copy of the POA and an affidavit of full force . Please contact your attorney if you have any questions.

Copies of Letters of Testamentary/Administration (not dated less than 6 months), copies of death and stock certificates must be submitted with application.

Please provide one email address/phone # below and advise our office who will be the point person.

Name \_\_\_\_\_ Phone \_\_\_\_\_

Email \_\_\_\_\_



**CORPORATE OFFICE**  
7001 BRUSH HOLLOW ROAD  
SUITE 200  
WESTBURY, NY 11590  
TEL: (516) 876-4800  
FAX: (516) 876-6812  
[WWW.KALED.COM](http://WWW.KALED.COM)

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

EMAIL: [INFO@KALED.COM](mailto:INFO@KALED.COM)

**IMPORTANT INFORMATION REGARDING YOUR SOCIAL SECURITY  
NUMBER**

**PROTECTING YOUR PRIVACY**

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

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

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

If you have any questions please contact the Management Office.

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

**HEMPSTEAD GARDENS OWNERS CORP.  
125 HEMPSTEAD GARDENS DRIVE  
WEST HEMPSTEAD, N.Y. 11552**

**APARTMENT RESALE APPLICATION**

**REQUIRED DOCUMENTS (1) ONE ORIGINAL along with (1) One COPY**

Mail completed application to Kaled Management Corp. 7001 Brush Hollow Rd. Westbury, NY 11590  
Attention Susan Rubin

1. Fully executed contract of sale.
2. Apartment Purchase application and Assets and liabilities statement.
3. Copy of mortgagee's commitment letter and three (3) original recognition agreements.
4. Two (2) written letters of recommendation -may not be from applicant's family.
5. If you have a pet please attach a photo and a short bio on the pet. Please include age and weight. (proof of shots)
6. Copies of IRS tax form 1040 and W-2 forms for the last two years.( **Please remove social security #**)
7. Confirmation from employer(s) as to salary & position.
8. Two (2) Current Pay Stubs.
9. Copies of three (3) months bank statements.
10. Letter from landlord or Management Company citing monthly rent or maintenance and payment history.
10. Lead Paint rider, Carbon Monoxide Rider, and Smoke Detector rider signed by both Shareholder(s) and purchaser
11. Credit/Criminal Authorization on everyone that is listed on the contract of sale.
12. Apartment insurance is required.

**FEES DUE FROM PURCHASER WITH APPLICATION MONEY ORDERS or CERTIFIED CHECKS ONLY**

1. Purchaser to pay Managing Agents processing fee of \$600.00 payable to Kaled Management Corp.
2. Purchaser to pay Credit Check fee in the amount of \$150.00 per person payable to Kaled Management Corp.
3. Purchaser to pay Recognition Agreement \$200.00 (if getting a mortgage) payable to Kaled Management Corp.
4. Purchaser to pay Administration fee in the amount of \$150.00 payable to Hempstead Gardens Owners Corp.

**\* Reminder: If you would like a pet anytime after your closing you must submit a letter for approval or you can be subject to a fine and or removal of pet.**

**\*Please remove your social security number from all documents except credit check authorization.\***

**\* Please only put the credit authorization in the original package**

**FEES DUE FROM PURCHASER AT CLOSING**

1. Move in deposit \$500.00 payable to Hempstead Gardens Owners Corp. refundable as long as no damage occurs.
2. Capital contribution in an amount equal to three (3) months maintenance, payable to Hempstead Gardens Owners Corp.
3. \$75.00 for closing attendance fee payable to Susan Rubin

**FEES DUE FROM SELLER AT CLOSING**

1. Transfer Tax fee equal to \$.05 per share, payable to Kaled Management Corp.  
Closing Fee \$600.00 (closing at the office of Kaled Management Corp.) payable to Kaled Management Corp.
2. Move out deposit \$500.00 payable to Hempstead Gardens Owners Corp. refundable as long as no damage occurs.
3. \$75.00 for closing attendance fee payable to Susan Rubin

## **RESALE PROCEDURE**

1. Submit all required documents to Managing Agent with application , credit check and processing fee. Please be sure credit authorization form is signed.
2. The Board of Directors will consider the application at its first meeting following the interview with the Screening Committee. Management will notify you of the Board's decision.

PLEASE NOTE: THE AZTECH DOCUMENT SYSTEMS, INC. FORM OF RECOGNITION AGREEMENT IS THE ONLY ONE ACCEPTABLE TO THE COOPERATIVE.

**\*Please remove your social security number from all documents except credit check authorization.\***

**\* Please only put the credit authorization in the original package**

**\*Incomplete application packages or instructions not followed will be returned to the buyer or broker.**

**The Board may require additional information.**

**REQUIRED DOCUMENTS (1) ONE ORIGINAL along with (1) ONE COPY**

HEMPSTEAD GARDENS OWNERS CORPORATION  
125 HEMPSTEAD GARDENS DRIVE  
WEST HEMPSTEAD, NEW YORK 11552

APARTMENT SALE APPLICATION

Apartment No. \_\_\_\_\_ Shares \_\_\_\_\_  
Name of Shareholder \_\_\_\_\_ Phone Number \_\_\_\_\_

Address of Shareholder \_\_\_\_\_

INFORMATION REGARDING APPLICANT

First Name \_\_\_\_\_ Initial \_\_\_\_ Last Name \_\_\_\_\_ Jr./Sr. \_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Cell Number \_\_\_\_\_ Email: \_\_\_\_\_  
Social Security(last 4 digit) \_\_\_\_\_

Seller's Attorney \_\_\_\_\_ Phone Number \_\_\_\_\_

INFORMATION REGARDING CO-APPLICANT

First Name \_\_\_\_\_ Initial \_\_\_\_ Last Name \_\_\_\_\_ Jr./Sr. \_\_\_\_  
Street Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Cell Number \_\_\_\_\_ Email \_\_\_\_\_  
Social Security (last 4 digits) \_\_\_\_\_

Purchaser's Attorney \_\_\_\_\_ Phone Number \_\_\_\_\_

Broker \_\_\_\_\_ Cell Number \_\_\_\_\_  
Email \_\_\_\_\_

Resale Application  
Hempstead Gardens Owners Corp.

EMPLOYMENT INFORMATION

	Applicant	Co-Applicant
Annual Income	_____	_____
Name of Business	_____	_____
Nature of Business	_____	_____
Job/Position/Title	_____	_____
Business Street Address	_____	_____
City, State, Zip	_____	_____
Business Telephone	_____	_____
How Long Employed	_____	_____
Name and Address of previous business (If in present business less than 5 years)	_____	_____
	_____	_____
	_____	_____
Name, Address and Telephone of CPA If Self-Employed	_____	_____
	_____	_____

LIST ALL PERSONS TO RESIDE IN APARTMENT IN ADDITON TO APPLICANT AND CO-APPLICANT

Name \_\_\_\_\_ Relationship \_\_\_\_\_ SS# \_\_\_\_\_ Occupation \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_ SS# \_\_\_\_\_ Occupation \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_ SS# \_\_\_\_\_ Occupation \_\_\_\_\_

Broker \_\_\_\_\_

Telephone # \_\_\_\_\_

Resale Application  
Hempstead Gardens Owners Corp.

Names of all residents of HEMPSTEAD GARDENS OWNERS CORP. known by applicant(s).

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REFERENCES

Personal References (give name, address and telephone number)

1. \_\_\_\_\_
2. \_\_\_\_\_

Present Landlord (or ownership association). Give name, address and telephone number

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BANK REFERENCE

1. Savings Bank \_\_\_\_\_ Account No. \_\_\_\_\_

Address \_\_\_\_\_

2. Savings Bank \_\_\_\_\_ Account No. \_\_\_\_\_

Address \_\_\_\_\_

3. Savings Bank \_\_\_\_\_ Account No. \_\_\_\_\_

Address \_\_\_\_\_

AUTOMOBILES

1. Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ Year \_\_\_\_\_

License Number \_\_\_\_\_

2. Make \_\_\_\_\_ Model \_\_\_\_\_ Color \_\_\_\_\_ Year \_\_\_\_\_

License Number \_\_\_\_\_

In signing this application I (we) certify that all of the foregoing information is complete and accurate statements of the facts.

Applicants Signature \_\_\_\_\_ Date \_\_\_\_\_

Applicants Signature \_\_\_\_\_ Date \_\_\_\_\_

TO WHOM IT MAY CONCERN

I/WE authorize the release of employment, banking or financial information to  
HEMPSTEAD GARDENS OWNERS CORP. and/or its authorized representatives.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

TO WHOM IT MAY CONCERN

I/WE authorize the release of employment, banking or financial information to  
HEMPSTEAD GARDENS OWNERS CORP. and/or its authorized representatives.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

TO WHOM IT MAY CONCERN

I/WE authorize the release of employment, banking or financial information to  
HEMPSTEAD GARDENS OWNERS CORP. and/or its authorized representatives.

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Resale Application  
Hempstead Gardens Owners Corp.

The undersigned applicant(s) understands that HEMPSTEAD GARDENS OWNERS CORP. will obtain credit reports to verify the foregoing information at the expense of the owner of the apartment.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

CREDIT CHECK AUTHORIZATION

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NAME: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

SOCIAL SECURITY NUMBER: \_\_\_\_\_

HOME ADDRESS:  
(LAST SEVEN YEARS): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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In connection with my transfer/ purchase/sublet/refinance of property. I authorize the procurement of a credit report on 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: \_\_\_\_\_

## YEARLY INCOME AND EXPENSE STATEMENT

Applicant's Name \_\_\_\_\_

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

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

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

Date \_\_\_\_\_

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

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

## ASSETS AND LIABILITIES STATEMENT

Applicant's Name \_\_\_\_\_

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

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

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

Date \_\_\_\_\_

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

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

**SCHEDULE A - REAL ESTATE OWNED**

Location and Type of Property	Title In the Name of	Date Acquired	Cost	Recent Appraised Value	Mortgage Balance	Maturity Date	Monthly Payment

**SCHEDULE B - NOTES PAYABLE**

Amount	Due to	In Name of	Maturity Date	Collateral	Monthly Payment

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

Amount	Due to	In Name Of	Maturity Date	Monthly Payment

**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		\$

Hempstead Gardens Owners Corp. Pet Registration

Address/apartment Number: \_\_\_\_\_

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

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

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

Breed Of Dog: \_\_\_\_\_

Weight Of Dog \_\_\_\_\_

Pet License Number: \_\_\_\_\_

Date Of Last Vaccinations: \_\_\_\_\_

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

**Note:**

- . Please attach a recent photograph of dog**
- . Please Attach proof of dog registration**
- . Please attach proof of updated vaccinations**
- . There is a one-time fee of \$150.00 per dog**

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

**Lead Warning Statement**

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

**Seller's Disclosure**

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

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

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

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

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

**Purchaser's Acknowledgment (initial)**

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

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

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

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

**Agent's Acknowledgment (initial)**

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

**Certification of Accuracy**

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

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



# HOUSE RULES AND REGULATIONS FOR RESIDENTS OF

## *HEMPSTEAD GARDENS OWNERS CORPORATION*

(THE CORPORATION)

<b>Managing Agent</b>	<b>Building Superintendent</b>
Kaled Management Corp	Hours: 8 AM to 4 PM
7001 Brush Hollow Road, Suite 200	Office: Basement of Building "H"
Westbury, NY 11590	Phone: 516-483-3141
Phone: 516-876-4800 Fax: 516-876-6812	
E-Mail: <a href="mailto:Info@kaled.com">Info@kaled.com</a> <a href="http://www.kaled.com">www.kaled.com</a>	

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## **GENERAL INFORMATION**

This booklet of rules and regulations was prepared to acquaint residents with essential information about the corporation. The services, facilities, and procedures of the cooperative are outlined in the pages that follow. The Board of Directors has approved these rules and regulations. All residents of The Corporation are subject to the provisions of the proprietary lease, the corporate bylaws, and these house rules and regulations.

1. The use of Apartments and the conduct of all Shareholders and Tenants shall be governed by the provisions of the bylaws, the Proprietary Lease, any additional rules and regulations which may be adopted by the Board of Directors as they become necessary, and the following Hempstead Gardens Owners Corporation House Rules and Regulations.
2. Any consent or approval given under these House Rules may be amended, modified, added to or repealed at any time by resolution of the Board. Any such consent or approval may, in the discretion of the Board, be conditional in nature.
3. Shareholders who wish to communicate with the Board of Directors and/or Management will do so in writing to ensure clarity and allow priority attention to their needs. Any such communications should be addressed to the Managing Agent.
4. Sublet tenants must communicate with the Board of Directors and/or Management only through their landlord/shareholder.
5. Shareholders/Tenants will be responsible for using or permitting the use of their premises only in a manner that will not be a disturbance or nuisance to the other Residents and not be injurious to the reputation of the Cooperative.
6. Each shareholder/resident is responsible to keep his/her apartment in a good state of preservation, condition, repair and cleanliness, which shall include windows of the apartment.
7. The rules and regulations, gathered together in one booklet, are in effect and supersede any and all previous rules and regulations.
8. In all things, shareholders will be held responsible for the actions of their tenants and/or family as tenants.

## **AWNINGS, PROJECTIONS AND SIGNS**

1. No signs, notice, advertisement or illumination shall be inscribed or exposed on or at any window or door or other part of the building, except that shall have been approved by the board of directors.
2. No awnings, flags, CB, ham, radios, television aerials, satellite dishes or other projections shall be used in or attached to the outside windows or exterior of the buildings.

## **AIR CONDITIONERS**

All new and existing sleeves in the exterior walls may be altered to accommodate a new air conditioning unit. Only air conditioners that fit properly within the sleeve will be permitted. Please note, that in order to operate properly, all air conditioning units must be rear vented. All air conditioning units are subject to Board of Director approval. It is also the shareholders responsibility to replace deteriorated and/or rusted AC sleeves. In the event of failure to do so, the Board may do so at the owner's expense.

## **APARTMENT ALTERATIONS**

Only shareholders can alter or renovate their apartments. Approval of the Board of Directors is required before any alteration or renovation can be made in an apartment; including but not limited to, replacement of windows, removal of walls, installation or removal of any pipes, electrical wires, fixtures, cabinets or appliances.

1. Alteration Agreement: Shareholders planning renovations should request from the Managing Agent a packet of instructions, including an Alteration Agreement Form, which details the obligations of the shareholder in this regard.
  - a. The signed Alteration Agreement, complete plans of proposed renovation, and proof of adequate insurance by contractors, if used, must be submitted to the Managing Agent. The shareholder will be held responsible for any expenses incurred to review these plans and to prepare the alteration agreement.
  - b. The shareholder must agree to perform the alteration in compliance with all applicable federal, state and local laws (i.e., 40 CFR, Part 74S). The shareholder must acknowledge responsibility for all fines or other penalties levied against the building as result of the renovation and discharge any mechanics liens filed against the building in which the apartment is located, within 30 days after the filing of such lien.
2. Hours Construction is Permitted: No construction or repair work, or other installation involving noise, shall be conducted in any apartment, except on weekdays (not including legal holidays; Thanksgiving, Christmas Day, and New Year's Day), and only between the hours of 9:00 am and 5:00 pm. No construction is allowed on weekends.
3. Supervision of Contractors: The shareholder will be responsible for the proper performance of all work in the apartment, and for any damage caused to the building or to other residents by reason of the work being performed. Contractors must be licensed, bonded and will be required to provide proof of adequate insurance including Workman's Compensation.
  - a. The Building Superintendent must be notified when construction/renovation begins and will monitor work in progress until completed.
  - b. The shareholder and contractor will be responsible for proper disposal of all construction materials. Please coordinate this with the superintendent.
4. Use of Building Systems: Any shutoff of water, gas, or electricity during renovations requires the prior approval of the Managing Agent and notification of the Building Superintendent. The shareholder will be responsible for cost of any repairs and well as fines described in the section on enforcement of house rules.
5. Courtesy to Neighbors: Shareholders are required to notify their neighbors by posting a notice on the building bulletin board when a major construction project is about to begin. Whenever possible, alert neighbors once again if a particularly noisy or otherwise disturbing procedure is to take place.

## **APARTMENT MAINTENANCE AND REPAIRS**

The superintendent is responsible for the day-to-day operation of the buildings. He may need to enter shareholder apartments to determine the nature and extent of leaks and other damage or to turn off water, gas or electricity.

1. All damages and expenses incurred to an apartment, neighboring apartments or cooperative property that is determined by the Board of Directors to be a result of poor or inadequate shareholder repair, maintenance and/or alteration will be strictly borne by the shareholder. HGOC will not be liable for any damages incurred. The shareholder will be held liable for any damage to neighboring apartments and/or cooperative property.
2. Water Damage: When water damage occurs that is NOT, in the opinion of the Corporation, due to negligence or intentional acts on the part of the owner or resident of the apartment or residents of neighboring apartments, the Corporation will assume responsibility for all damage to walls and ceiling up to and including the plastering and paint.
  1. The Corporation will use its best efforts to match existing paint colors. Wallpaper and personal property are not the responsibility of the Corporation.
  2. Every resident is urged to carry adequate homeowner insurance on the apartment and on personal possessions.
  3. All costs incurred by water damage that is considered to be due to shareholder negligence or intentional acts will be the sole responsibility of the shareholder. This includes any damage incurred to neighboring apartments and/or cooperative property.
3. Toilets and Plumbing: Toilets and all other plumbing fixtures must be used only for the purposes and within the limitations intended for them.
  - a. No sweepings, rubbish, rags, paper towels, diapers, baby wipes or other potentially harmful or obstructive matter may be thrown into the waste lines.
  - b. No food, grease and fat or other kitchen waste is permitted to be thrown into the waste lines.
  - c. No garbage disposals or washing machines, whether affixed to the plumbing or "portable" shall be allowed in the apartments.
  - d. Residents shall be held liable for any damages including consequential damages, caused by a breach of this rule and regulation.
4. Windows:  
Window repair or replacement is the sole responsibility of the shareholder.

#### **APARTMENT RESALE**

1. Written approval of the Board of Directors is prerequisite for all resales. Prospective purchasers must file a detailed application, which is available upon request from the Managing agent. This application cannot be processed unless it is complete and includes all necessary attachments such as references, financial statement, and paid fees.
2. Once all the information has been received, it will take several weeks for a credit check and verification of all references. When everything is in order, an interview will be scheduled with the members of the Screening Committee. This committee examines prospective residents and makes recommendations to the Board. After the interview, the seller will be informed of the Board decision. The entire process may take up to six weeks and shareholders are asked to plan accordingly.
3. Please allow at least two weeks after an interview before the closing. New residents may not move into the building until the process outlined above has been completed, the Board has given its written approval, and all steps in the process have completed, including the passing of the title to the new purchaser. Prior to occupancy, no work may be done in the apartment without the written permission of the Board.

## **APARTMENT SUBLEASE**

Shareholders must be residents of their apartments for a minimum of 5 years before being permitted to sublet. Shareholders who wish to sublet their apartments should contact the Managing agent to receive application forms.

1. Tenants are subject to the same scrutiny by the Screening Committee as prospective shareholders; they must agree in writing, to be governed by the bylaws of The Corporation, the proprietary lease, and the house rules.
2. Subleases will be for a period of one year only and must be in writing.
3. Subleases may not be renewed without the written consent of the Board of Directors. Request for renewal of leases must be made in writing to the managing agent for approval by the Board not more than 90 days nor less than 60 days prior to the expiration date of the sublease agreement.
4. There is a service fee of \$2.00 per share allocated to the sublet apartment for renewals, payable to "HEMPSTEAD GARDENS OWNERS CORP," at the time of application. Such fee is refundable if the application is rejected.
5. In addition to the annual service fee, there are the following ONE-TIME, NON-REFUNDABLE fees per sublease:
  - a. \$150.00 per applicant credit verification fee, payable to "Hempstead Gardens Owners Corp."
  - b. \$600.00 Managing Agents Processing fee, payable to "Kaled Management Corp."
6. All applicants or prospective tenants must meet with representatives of the cooperative's Screening Committee before their applications will be considered.
7. Falsification of any required information will be grounds for immediate termination of any sublease agreement.

### Family Sublease

Shareholders may sublease to family members at no cost to the shareholder. The Board of Directors considers family members to be: spouse, parents, children, parents-in-law, brothers, sisters, or grandchildren to include a caregiver of an impaired family member.

1. Shareholders that wish to sublease to family members should contact the managing agent for a sublet application form.
2. A duly notarized statement attesting to the tenant's relationship to the shareholder must accompany the completed application form.
3. Non-compliance with these rules and regulations for family subleases will result in fines that are double the regular fees as described above.
4. The shareholder is responsible for all actions of their family members as tenants.

## **BARBECUE RULES**

Annually, rules and regulations dealing with barbecues are mailed to each resident. They are also posted on the bulletin boards in each building.

1. For the health and safety of your neighbors, BBQ grills should not be placed in areas where smoke can enter the windows of apartments, doorways and/or hallways of buildings.
2. Use of BBQ grills should not obstruct walkways or parking spaces.
3. Hot BBQ grills or those in use should not be left unattended

## **BUILDING MANAGEMENT**

### Managing Agent

1. The Corporation currently employs the firm of Kaled Management Corporation to manage this cooperative. Their offices are located at 7001 Brush Hollow Road, Westbury, NY 11590. The agent assigned to the cooperative can be reached by calling 516-876-4800.
2. The Managing Agent is responsible for the day-to-day operation of the cooperative, the supervision of building staff, the collection of carrying charges and timely payment of bills, and for all financial record keeping. They represent the cooperative at all closings on the sale of units.
3. Management should be contacted by shareholders regarding carrying charges, leaks and other damage to your apartment, tax deduction information, permission for renovations in an apartment, resale and sublease information, and questions of general administration.
4. Superintendent
  - a. The Corporation employs a resident superintendent. His office is located in the basement of Building H. He can be reached by calling 516-483-3141 between the hours of 8:00 am and 4:00 pm, Monday through Friday. (Any other time only in case of emergency.)
  - b. The Superintendent's duties include the maintenance and operation of all building equipment, the supervision of building staff, and together with the managing agent, inspection and review of work performed by contractors in the building.
  - c. The Superintendent's services are primarily for the benefit of shareholders. A tenant may contact the Superintendent only in case of emergency (e.g. fire, leaks).

## **BULLETIN BOARDS**

To keep all residents informed of developments of importance, the Corporation maintains bulletin boards located in the lobby of each building.

1. Only notices, announcements, and information regarding Corporation business are to be posted on the bulletin boards by the Board of Directors only.
2. Residents only, with the permission of the Board, can post ads and other non-Corporation information.

## **CHILDREN**

1. Children are not permitted to loiter or to play in the lobby, public halls or stairways.
2. Bicycles must be walked through the entrances and hallways and roller skates and skateboards carried outside.
3. Small children should be supervised by an adult when playing outside in common areas.
4. It is the Shareholders responsibility to ensure that children's play does not result in destruction of property. Shareholders are responsible for the actions of their tenant's children.

## **COMMON AREAS**

1. It is illegal and dangerous to obstruct public halls, stairways, and fire landings with bicycles, carriages, cartons, or other encumbrances. These objects should be stored inside the

- apartment or in the appropriate basement storage areas. In the event that an inspector levies a fine against the building for encumbrances, the fine will become the responsibility of the offending resident. Shareholders will be responsible for the actions of their tenants.
2. The public halls and stairways of the building shall not be obstructed or used for any other purpose other than ingress to and egress from the apartments in the buildings.
    - a. No bicycles, tricycles, scooters, baby carriages, shopping carts or similar vehicles shall be allowed to stand in the public halls, passageways, or other areas of the buildings as this constitutes a fire hazard.
    - b. In the hall outside your unit door (which is considered a common area) you are not permitted to keep shoes, shoe bags, bicycles, strollers, shopping carts, cartons, garbage, etc. The only item allowed would be a mat outside your unit door.
    - c. No public hallways of the building should be decorated or furnished by any resident without the prior consent of the Board.
  3. It is illegal and dangerous to place any object on windowsills and ledges outside the apartment.

### COMPLIANTS

1. Shareholders who have complaints concerning services provided or living conditions should submit their grievance in writing to the Managing Agent.
2. If the complaint is not addressed to the shareholder's satisfaction, further communication should be directed to the Board of Directors in writing through the Managing Agent.

### COURTESY TO NEIGHBORS-DISTURBANCES

A residential cooperative is also a community. For the mutual benefit of all, shareholders and tenants, it is imperative that we provide a pleasant place to live that is respectful and considerate to all.

1. Residents may not make or allow any disturbing noise in the building or do or permit anything to be done that will interfere with the rights, comfort, or convenience of other residents.
2. Apartment Flooring: Floors of each apartment must be covered with rugs or carpeting or equally noise-reducing material, to the extent of at least 80% of the floor area of each room excepting only the kitchens and bathrooms, in order to prevent excess noise from disturbing other residents.
3. Quiet hours of the cooperative are 11:00 PM to 8:00 AM. During this time residents may not do or permit anything to be done that will interfere with rights, comfort, or convenience of other residents. These hours are strictly enforced.
4. Vocal and/or musical instruments may not be played nor television, radio, or other electronic devices operated in such a manner as to disturb or annoy other occupants of the building. Drums or electronically amplified musical instruments must be played at reasonable level, so as not to interfere with the comfort and enjoyment of other residents. All noises from the aforementioned items should be played at the lowest possible volume.
5. Use of dishwashers is prohibited after Quiet Hours
6. If you plan a large party, especially one that lasts late into the evening, you are asked to give notice to your immediate neighbors above, below, and all sides.
7. Smoking is not permitted in public hallways, stairways, laundry rooms, pool areas, the community room or other public areas of the complex.

8. Please be courteous to your neighbors and do not smoke or congregate under windows, entrances to buildings or doorways where loud conversations or smoke can interfere with the rights, comfort or convenience of other residents. It is requested that groups and smokers stay at least 15 feet away from buildings.
9. Shareholders/Tenants who use loud, foul, abusive language on cooperative property, disturb other residents by shouting and screaming thereby interfering with the rights, comfort of other residents, or while standing in front of another Resident's door or windows may be considered to have violated this provision of the House Rules and Regulations. The Board will take appropriate action and fines will be imposed as noted in the section "Enforcement of House Rules."

### **COMMUNITY ROOM**

The community room located in the basement of Building R is used for general membership meetings, Board of Director meetings, as well as other community uses. The rental includes the use of the tables and chairs in the room. Shareholders only may rent the community room for private meetings or gatherings. Application should be made to the Board in writing. The fee for this rental would be \$150.00 with a refundable deposit of \$300.00. Alcohol is allowed in the community room to anyone of the age of 21 and older. Further action will be taken if anyone is caught serving to a minor. Quiet time hours must be observed. The Board reserves the right to deny any application.

### **EMERGENCY ACCESS TO APARTMENTS**

The Proprietary Lease provides Hempstead Gardens Owners Corporation the right of entry to all Shareholders' spaces under certain specified conditions and further requires that all Shareholders furnish keys to all locks to the Corporation to be maintained by the Superintendent. Failure to comply will result in fines as described in the section on Enforcement of House Rules.

1. All residents should provide an up-to-date emergency contact number to the managing agent.
2. Cost of Repair: In the event of an emergency requiring entry to an apartment for which keys have not been given to the Corporation, forcible entry may be used and the cost to repair all damage caused by such entry shall be charged to the Shareholder.
3. Extra Keys: It is suggested that, in addition to the foregoing requirement, that each resident consider giving an extra set of keys to a neighbor to facilitate access in the event of an emergency.

### **ENFORCEMENT OF HOUSE RULES**

The Board of Directors will notify Shareholders of violations and will administer enforcement of these rules. Shareholders not correcting violations may be fined \$100.00 for the first notice, \$150.00 for the second notice, and \$200.00 for the third notice. Specific exceptions to these general fines are noted in individual sections of these House Rules (e.g., Pet Policy, Waste Disposal)

1. Appeal: A Shareholder upon whom a fine or penalty has been levied may file a written appeal to the Managing Agent within 15 days of the date of notice. Failure to file an appeal within the aforementioned 15-day period will constitute a waiver of any such right for appeal.
2. Non-Payment: If no payment or request for appeal is received, fines will be imposed and added to your monthly maintenance charges. If left unpaid, late charges and additional

finances may be applied. A lien on the Shareholder's interest (shares) in the Corporation together with legal fees and/or expenses incurred in the collection process will also be imposed, pursuant to the By-Laws. Management will use any and all means possible to enforce collection of any outstanding penalties.

### **EXTERMINATOR**

Hempstead Gardens Owners Corporation has a contract with a pest control service, which visits the Buildings once per month. Please make necessary arrangements to provide access to your apartment. It is imperative that access is provided in order to ensure the program's effectiveness. If you note any pests in your apartment or the building, please notify the managing agent immediately.

### **GROUNDS**

The lawn areas surrounding the cooperative buildings are planted and maintained as a corporate expense to be enjoyed by all. Please make every effort to keep them in the condition in which they are maintained.

It is the responsibility of all residents to help maintain a clean, litter-free environment. Please do not throw trash, cigarette butts or other litter on the grounds of the complex.

### **INSURANCE**

The Corporation carries fire insurance, which insures the structures and all public areas, and liability insurance, which protects it against claims brought by individuals against the Corporation. Neither policy covers the personal interests, property or liability of the individual shareholders.

1. All residents are urged to secure their own fire and personal liability insurance to protect themselves and their property.
2. Homeowners Insurance: Homeowners insurance particularly tailored to cooperatives is available from several carriers. These policies offer broad coverage at competitive rates, in recognition of the proprietary nature of cooperative home ownership. Every shareholder is encouraged to carry homeowners insurance.
3. The cooperative is not liable for items not covered by the cooperative's insurance policy in the event shareholder fails to secure a policy.

### **INTERCOM**

The buildings are protected by an intercom system consisting of a speaking device in each apartment, which connects to the exterior portico. This is a security system, which is not to be used for social conversations.

1. Anyone wishing to enter the building must ring the apartment of a resident. Each apartment intercom has a listening device, a speaking device and a button to push to release the front door.
2. When visitors ring your intercom, please be sure to have them identify themselves to your satisfaction before you permit them to enter the building.
3. **UNDER NO CIRCUMSTANCES SHOULD YOU ADMIT ANYONE TO THE BUILDING UNLESS YOU HAVE CAREFULLY CHECKED THEIR IDENTITY.**
4. If your intercom becomes inoperable, please notify the superintendent.
5. The safety and security of the entire building is only as effective as the willingness of each resident to be conscientious in this regard.

## LAUNDRY FACILITIES

There are laundry facilities in the basement of each building with coin-operated machines and dryers.

1. Please be courteous of other people who use the laundry room. Do not leave your clothes in the machines after the cycle has finished. Do not overload the machines. If a machine is not operational, please notify the laundry company by calling the number posted in the laundry room. Do not notify the Superintendent, as he has no control over the operation of washers and dryers.
  - a. Notify the superintendent only in the case of water leakage from machines or pipes and dangerous situations such as sparks from electrical components or outlets.
2. All machines should be wiped clean and the resident should clean dryer filters after each use.
3. No gas or electric dryers shall be permitted in any apartment. No washing machines, whether affixed to the plumbing or "portable" shall be allowed in any apartment. Shareholders who are found to be in violation will be held liable for any damage to other shareholders apartments and/or building systems and fined as outlined in the section on Enforcement of House Rules
4. Under no circumstances should household garbage or pet waste be placed in the trash receptacles in the basements. These receptacles are for dryer lint, empty soap and bleach containers, etc.

## MAIL

Mail is delivered by the US Postal Service to mail boxes located in each building lobby.

1. Shareholders have been given keys for their mailboxes. It is suggested that extra copies of your mailbox key be made and kept in a safe place.
2. If your keys are lost, you will have to make arrangements to have the post office hold your mail until you have a new lock installed at your expense.
3. Junk mail, circulars, etc. are not to be left in the floors in the entranceway or other public parts of the buildings. Such material may be discarded in trash receptacles provided by the Corporation for that purpose.

## MAINTENANCE FEES

Maintenance charges are due the first of each month. The timely payment of monthly charges enables the Corporation to meet its obligations and to conduct business in a professional manner.

1. Failure of any shareholder to pay carrying charges on time results in an additional burden for the cooperative and all its shareholders. A late charge is levied against any shareholder who has not paid monthly maintenance by the tenth of the month in which it is due.
2. It is the policy of the Corporation to institute default procedures if maintenance is not paid.

Please be advised there will be a fine for any violations taken place on the property.

1. First warning is \$100.00
2. Second warning is \$250.00
3. Third and final warning is \$500.00

## **MOVE-IN/MOVE OUT PROCEDURES**

All moves are coordinated through the Management Company at least 48 hours prior to moving.

1. Every effort should be made to move-in or out of the building between the hours of 8:30 AM and 7:00 PM Monday through Saturday.
2. Boxes, cartons, and other packing refuse must be disposed of properly. (See Waste Disposal)
3. These rules also apply if a resident moves from one apartment to another and if a large piece of furniture is being moved.
4. A \$500.00 Certified Check, required as a security deposit, will be refunded after it has been established that the movers have done no damage.

## **NEWSLETTER**

A Newsletter is distributed regularly to all residents. It contains notices about the building and the community, modifications in corporate policies and rules, as well as reminders of important events.

## **PARKING, PARKING LOTS AND DRIVEWAYS**

No vehicle belonging to a resident or to a member of the family or guest, tenant or employee shall be parked in such a manner as to impede or prevent ready access to any entrance of the complex, or obstruct the movement of any other vehicle. Any vehicle parked in such a manner will be towed at the owner's expense and subject to House Rule fines.

1. For the safety of all resident's, all persons using the parking lots must use reasonable care and limit the operation and speed of their vehicles accordingly. Speed limits in the parking lots should not exceed 5 miles per hour. Anyone violating the speed limit will be subject to fines as outlined in the section on "Enforcement of House Rules" and loss of parking privileges.
2. Shareholders wishing to secure parking spaces for themselves or tenants can make their requests through the Superintendent's office.
3. A \$60 refundable deposit is required for each gate-opener. This deposit will be reflected on the maintenance statement.
4. Parking spaces are on first-come basis and guarantee of a space at your specific building cannot be made.
5. Shareholders/Tenants shall park in their specific assigned spaces only. Assigned spaces will not be changed without the express consent and knowledge of the Board and the Superintendent's office.
6. Special requests for specific parking assignments should be made in writing to the Board. While every effort will be made to accommodate special requests, the Board cannot guarantee approval.
7. The Board reserves the right to reassign parking spaces held by any shareholder.
8. Each space shall be occupied by only one car. There will be no "piggy-backing" of cars or other motor-vehicles (e.g., motorcycles, ATVs) permitted.
9. Under no circumstances will residents be allowed to park in fire lanes and no parking zones.
10. No idling of cars parked in parking spaces is permitted.
11. Shareholders/Tenants are not permitted to allow visitors and non-residents to park in their assigned spaces or unassigned parking spaces.
12. It is suggested that you remove keys and that doors and trunks be locked with windows and sunroofs closed at all times for the safety of your vehicle and personal property.

13. Sounding of horns and/or racing motors while on complex property is prohibited.
14. No automotive repairs shall be permitted in the parking lots, and under no circumstances shall toxic substances (e.g., oils, fluids) be disposed of in storm drains or the compactor.
15. Unregistered vehicles stored in a parking space will be towed.
16. Storage of boats and containers in parking spaces will not be permitted.
17. No commercial vehicles shall be permitted to park on the premises.
18. Shareholders in arrears in maintenance charges are at risk of losing their parking privileges.
19. Neither Hempstead Gardens Owners Corp nor the Managing Agent will be responsible for any losses or theft of articles from vehicles or damage sustained due to vandalism, pilferage, burglary, etc.

## **PET POLICY**

No animal shall be kept or harbored in any building unless the Board of Directors expressly permits the same in each instance in writing.

1. Owners who obtain pets without prior written permission will be subject to a \$500.00 fine, removal of the pet or pets, and any other legal action available.
2. The written request to the Board should indicate the breed, size and shall include a photograph of the pet/s as well a copy of the pet/s current vaccination certificate/s.
3. The Board reserves the right to limit the number of pets any shareholder may keep.
4. Sublet tenants will not be permitted to have pets.
5. In no event shall pets be permitted in any of the public portions of the buildings unless carried or on a leash.
6. Pets found to be a nuisance or interfering with the rights, comfort, or convenience of other residents will constitute loss of the Shareholders pet privileges at the discretion of the Board. Nuisance infers, but is not limited to, constituting a health hazard or unsanitary condition, or noise within the apartment, building or grounds.
7. For the safety of our community, any pet deemed to be "vicious" by the Board, no matter the size or breed, will constitute removal of the pet and revocation of the shareholders pet privileges.
8. Anyone found not cleaning up after their pet's waste will be fined \$250.00. Fines will be reflected on monthly maintenance charges and must be paid immediately or late fees will be assessed for each month the fine is outstanding.
9. Kitty litter must NOT be flushed down the waste lines. The shareholder will be held responsible for any damage to or repairs to waste lines. See Waste Disposal guidelines for disposal of pet wastes.
10. Members are solely responsible for any damages and/or injuries caused by their pets as well as any legal fees or repair costs that might be incurred by the Board in its enforcement. Hempstead Gardens Owners Corporation will not be held liable for any damages resulting from injuries caused by pets.
11. All pet privileges will expire with the life of the pet.
12. We suggest that all pets be spayed or neutered.
13. Visiting Pets: A pet (e.g., dog/cat) will be considered as "visiting" if the pet is here no longer than 14 consecutive days. All shareholders must notify the managing agent in writing when pet will be "visiting."
14. No pigeons or other birds or squirrels shall be fed from the windowsills or other common areas of the complex.
15. Feeding of feral cats and stray dogs is strictly prohibited.
16. Removal or disturbance of crawl space barriers in order to allow access to crawlspaces by animals is strictly prohibited and is subject to fines as outlined in the Enforcement of House Rules.

## **POOL POLICY**

Annually, regulations dealing with swimming pool privileges and fees are mailed to each resident.

1. All shareholders are required to pay the yearly pool fees whether or not the shareholder uses the pool or its facilities. Failure to make payment will result in a late fee assessment for each month this fee is outstanding.
2. Children must be under the supervision of a parent/guardian at all times irrespective of the presence of the lifeguard. Children cannot be left alone at the pool by their parent/guardian under any circumstances.

## **PROPER USE/NUISANCES**

Shareholders/Tenants their families, visitors, and friends shall not cause or permit the premises or areas appurtenant thereto to embrace a public nuisance known as common law or inequity jurisprudence.

1. A public nuisance shall be defined as a condition dangerous to the life, health or safety of the other shareholders/residents of the Corporation, their friends, visitors, family and/or their property. This includes, but is not limited to: a condition caused by insects, vermin, rodents, pets, a dwelling which is overcrowded with occupants or is not provided with adequate ingress or egress or is not sufficiently supported, ventilated, sewer supported, drained, cleaned or lighted in reference to its intended or actual use and whatever renders the air or human food or drink unwholesome, are also, in contemplation of this rule, nuisances. In this section Ilan asks what about other issues: Noise, animal noise, yelling, dancing, hoarders, etc. Is it dangerous to be so specific?
2. Upon certification by a signed affidavit to the Board of Directors of the Corporation by a member designee or agent thereof of the fact that one of the above mentioned conditions exist in an apartment or an area appurtenant thereto, the said shareholder shall be notified in writing of the nature of the said condition, and the period of time as provided for in the letter.
3. The said shareholders shall alleviate this condition within the above-mentioned period of time at their own expense.
4. In the event, that this condition is not alleviated within the time prescribed, then the Corporation shall have the option of commencing summary proceedings for alleviating the said condition at the expense of the shareholder, including reasonable attorney's fees and the same shall be added to the monthly maintenance charges applicable to the apartment or areas appurtenant thereto where the said condition exists.

## **ROOF**

Access to the roof is strictly prohibited. No object of any kind is to be placed on the roof.

## **SECURITY**

For your own safety, as well as the safety of all residents, and the security of the building, please properly close all the doors to the building to ensure that they lock automatically.

## **CAMERAS**

Residents are not permitted to put their own cameras in any hallway, on any door frame, or anywhere within the common areas of the buildings. Additionally, residents are not allowed to put any cameras on the exterior of the buildings, windows, or any other area recording common areas of the property. Any shareholder found in violation of this rule will be subject to a fine.

## **SMOKE/CARBON MONOXIDE DETECTORS**

For the safety and security of all resident of Hempstead Gardens, each shareholder is responsible for the installation and maintenance of smoke/carbon monoxide detectors. Batteries should be tested every 6 months to ensure they are fully operational. It is the shareholders responsibility to maintain and ensure that detectors are in working order.

## **SOLICITATION**

All commercial activities and soliciting in the building or on the grounds of the complex are strictly prohibited except for authorized use of the bulletin boards.

## **STORAGE SPACE**

Storage spaces are in the basement of each building. These spaces are available to all shareholders to rent on a monthly basis.

1. Rental arrangements can be made by contacting the Managing Agent.
2. There is no guarantee that the storage rooms available will be in the resident's specific building.
3. Fire codes prohibit storage of the following: upholstered furniture, bedding, mattresses and other cloth material, carpet, rugs and fiber mats, loose papers, magazines and books, painting supplies or equipment, and any other flammable materials.
4. While these rooms should be kept locked at all times, the Corporation cannot accept liability for loss or damage to property placed in the storage rooms.
5. Use of storage rooms as living spaces or exercise space is strictly prohibited.
6. Shareholders must provide a key to the storage area to facilitate access by the Superintendent, as water pipes and electrical wiring for the entire building are located throughout the storage spaces.
  - a. Damage to access doors, locks and personal property will be the sole responsibility of the shareholder/tenant should the Superintendent need emergency access to the space and the shareholder/tenant has not furnished keys to the Superintendent. Cost of repair of access doors will be the responsibility of the Shareholder and will be billed to the shareholder in the monthly maintenance.
  - b. Fines for non-compliance will be imposed as noted in the section on "Enforcement of House Rules."
7. Any questions regarding proper storage should be directed to the superintendent's office during regular business hours.

## **TOURS OR EXHIBITIONS**

1. No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any tag sale or auction sale be held in any apartment without the consent of the Managing Agent/and or Board of Directors.
2. Residents must have prior written Board approval to hold a yard sale or open house on the property. No "for sale" signs or other advertisements will be posted at any time.

## UTILITIES

1. Electricity: The utility company provides electricity directly to each apartment. Each apartment has a meter to measure electricity used. Each resident is billed directly by the utility company.
  - a. As an energy conservation measure, residents are reminded to turn off lights and appliances that are not being used, to replace incandescent light bulbs with fluorescent, to concentrate on high Energy Efficiency Ratings (EER) when purchasing new appliances, and to run dishwashers either before 9 AM or after 9 PM (but not between 11:00 PM and 8:00 AM, in consideration of neighbors)
  - b. All radio, television or other electrical equipment of any kind or nature installed or used in each apartment shall fully comply with all rules, regulations, requirements, or recommendations of the Board of Fire Underwriters and the public authorities having jurisdiction, and the responsible resident alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment.
2. Heat: The cooperative is heated by a boiler/burner system fueled with heating oil and gas. These charges are included in the monthly maintenance.
  - a. If your radiators do not provide sufficient heat or are otherwise not operating properly, please notify the Superintendent.
  - b. Radiators or heating convectors must be turned fully "on" or fully "off". This will avoid water leakage on the floors of the apartments.
3. Cable Television: Cablevision of Long Island and Verizon Fios service the buildings at the Shareholders/Tenants expense
4. Water: is furnished through the cooperative and charges are included in the monthly maintenance.
  - a. To conserve water it is requested that all faucets be shut tightly when not in use and all dripping and leaking faucets be repaired immediately.
5. Gas: is furnished through the cooperative and charges are included in the monthly maintenance.
  - a. It is the shareholders responsibility to ensure that appliances are connected to gas lines correctly. It is required that only those persons who are certified connect gas appliances. Please notify the superintendent when installing new gas appliances to ensure proper hook-up.
  - b. If gas odors are noted in the building or any apartment please call the fire department by dialing 911 and notify the superintendent immediately.

## WASTE DISPOSAL

1. Compactor: There is a trash compactor behind Building M/N. Household trash can be disposed of down the chute of the compactor. Household trash should be secured in a suitable garbage bag and secured to ensure no leakage.

- a. Drippings and spillage should be avoided. Residents are responsible for the cleanup of any spilled garbage to and from their apartments or outside the compactor.
  - b. No liquids should be placed down the chute to include coffee cups, bottles or milk cartons that contain liquid. Please empty all liquids from containers before placing these items in the compactor or household garbage.
  - c. Under no circumstances will wood or construction materials, venetian blinds, wire hangers, or other sturdy materials such as corrugated boxes, cardboard containers, shopping bags or other recyclables are permitted to be placed in the compactor. These items should be secured and placed in the plastic bins next to the compactor. Boxes, shopping bags, etc. should be placed in the bins provided on either side of the compactor.
  - d. Please stack wire hangers in the recycling area.
  - e. No empty paint cans or any other flammable, explosive, highly combustible or noxious substances are to be thrown into the compactor.
  - f. No wet or dripping debris is to be put into the compactor. No items which are/were saturated with hazardous chemicals are to be placed in the compactor.
    - i. Wet debris should be completely drip-free before it leaves the apartment and carried in a careful manner and in a drip-proof container or double-bagged to ensure the compactor remains dry.
  - g. Cat litter and pet waste must be double-bagged, securely wrapped and tied then placed in one of the bins next to the compactor. Do not throw pet waste into the compactor or in the household garbage.
2. Recycling: As per recycling rules, glass, cans and plastic containers must be brought to the recycling area behind Building M/N and placed in the proper containers.
- a. Glass, cans, and plastic containers should be washed and dried before placing in the bins.
  - b. Broken glass should be secured in a plastic bag and placed in the appropriate glass recycling bin
  - c. Newspapers and magazines should be placed in the proper containers under the basement steps in each building.
3. Questions regarding recycling or garbage disposal should be directed to the superintendent's office during normal working hours.
4. Large Item Disposal: To dispose of large items such as furniture, mattresses, carpeting, cabinets, appliances, etc., please contact the Town of Hempstead Local Sanitation District at 516-481-7110 for pick-up. These large items should be placed at the bulk garbage pick-up area next to the gate on Hempstead Gardens Drive.
- a. The Town of Hempstead schedules large item pickup on Wednesday's. All items should be placed at the curb in this area after 7:00 PM on Tuesday evening. Any shareholder not following these rules will be fined \$500 and will be responsible for any fines levied on the cooperative by the Town of Hempstead, whatever they may be. Shareholders will be responsible for the actions of their tenants.
  - b. Under no circumstances should household garbage or waste be placed at the bulk garbage pick-up area on Hempstead Gardens Drive. Any resident found leaving

household garbage at the bulk pick-up site will be fined \$500 by the Board of Directors and will be responsible for any and all fines levied against the cooperative by the Town of Hempstead, whatever they may be. Shareholders will be held responsible for the actions of their tenants.

H.G.O.C. FINE SCHEDULE

Please be advised, the board of directors have implemented a fine schedule in order to better enforce the house rules of Hempstead Gardens Owners Corp.

- 1<sup>st</sup> time breaking a house rule - \$100.00
- 2<sup>nd</sup> time breaking a house rule - \$250.00
- 3<sup>rd</sup> time breaking a house rule - \$500.00

The board of directors strives to keep the property running smooth and safely. Please understand the board takes no joy in implementing fines, enforcing the house rules is a major priority. All rules must be followed by the all residents of Hempstead Gardens Owners Corp, as well as any guest that are on the property.

**HEMPSTEAD GARDENS OWNERS CORP.**

The undersigned hereby certifies that the following was adopted by the Board of Directors of Hempstead Gardens Owners Corp. at a meeting held on August 22<sup>nd</sup>, 2018 and is hereby resolved that the following be amended as follows:

*"The Board of Directors has mandated that all Shareholders who sublet their apartment will incur a sublet fee of ten per cent (10%) of the monthly maintenance to be effective upon new sublet request and existing shareholder renewals.*

"The Board has Approved this Resolution"

Hempstead Gardens Owners Corp.

By: Elyse Browns  
President  
Elyse Browns

State of New York )  
County of Queens )  
*R. M. Rubin*

On the 26 day of September 2018 before me personally came Elyse Browns, to me known, who being by me duly sworn, did depose and say that he/she resides at 125 Hempstead Gardens Drive West Hempstead, NY that he/she is the President of Hempstead Gardens Owners 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.

*S. M. Rubin*  
Notary Public

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

## H.G.O.C. POOL POLICY

To ensure a safe and enjoyable summer for all residents, the Board of Directors has implemented the following rules:

All Rules are for your safety and pleasure.

### Guest Limitations and rules:

- Guests are defined as any persons *not* living at 125 Hempstead Gardens Dr. Including Family and Children.
- Shareholders are limited to five (5) guests at any one time.
- Subtenants are limited to two (2) guests at any one time.
- Non-Resident shareholders forfeit pool privileges
- 

### Shareholders and/or subtenants must accompany guests at all times.

- NO ALCOHOL, NO GLASS in Pool Area at any time.
- All toys & equipment are for all to use, if you wish to not have others use your toys or equipment, please take it with you when leaving the pool area.
- Please be sure to remove all cigarette butts, food wrappings etc. when you leave the pool area. The pool area should be kept clean of debris at all times.
- The Pool attendant has the right to close and/or clear the pool area at any time.
- Absolutely no children under the age of fourteen (14) are permitted without an adult 21 years of age or older.

Have a safe and enjoyable summer!

**Anyone violating these rules and regulations will be denied pool privileges, and may be subject to fine.**

Please contact Kaled Management (516-876-4800), for information on using the board room and/or pool area for your private functions.

## **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.

# 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, 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 there- of, did not result from a rent increase which is unreasonable. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for eviction under paragraph a of subdivision 1 of section 216 of the Real Property Law):

\_\_\_F. The landlord is not renewing the lease because the tenant is violating a substantial obligation of their tenancy or breaching any of the landlord's rules and regulations governing the premises, other than the obligation to surrender possession of the premises, and the tenant has 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