

***SALES APPLICATION:***

***JACKSON 34 REALTY  
CORP.***

***82-06 34<sup>TH</sup> AVENUE  
82-16 34<sup>TH</sup> AVENUE  
JACKSON HEIGHTS, NY  
11372***

**Contact Information:**

**Ms. Susan Rubin  
Transfer Agent  
Kaled Management Corp.,  
7001 Brush Hollow Road Ste: 200  
Westbury, NY 11590  
(516) 876-4800 x313 Fax (516) 876-8313  
[Susan@kaled.com](mailto:Susan@kaled.com)**

**5/2023**

**Bldg. # 432**

## **IMPORTANT INFORMATION REGARDING YOUR SOCIAL SECURITY NUMBER**

### **PROTECTING YOUR PRIVACY**

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

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

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

If you have any questions please contact the Management Office.

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

- \* Submit completed packages to: **Ms. Susan Rubin c/o Kaled Management Corp., 7001 Brush Hollow Road, Westbury, NY 11590.** Please allow three (3) weeks for the processing of the application and Board review.
- \* All prospective Purchasers and everyone living in the apartment are subject to application review and Board interview and approval. Kaled Management Corp. will contact the prospective purchaser for interview upon receipt of an acceptable credit check and application review. Should a prospective purchaser wish to have an interpreter present at board interview, the Board welcomes such additional individual.
- \* Prospective purchasers should be sure to review the Offering Plan and all amendments in addition to those corporate documents while purchasers, in standard contract of sale form, represent they have read.
- \*Please submit ONE (1) COLLATED COPY AND ONE (1) ORIGINAL (Totaling TWO (2) complete packages).
- \*Please remove your social security number from all documents.  
Only put credit check authorization in the original application.**
- \*Incomplete application packages will be returned to the buyer or broker.

#### **Application Handling & Procedures:**

Upon receipt of the completed application and required documents, the management Agent will proceed in obtaining a current credit report for the applicant(s). All completed documents are reviewed and verified by the agent prior to submitting them to the Board of Directors, who at their discretion will arrange for an interview with the applicant if one is needed. The Board upon review decides for an approval or rejection of the application, and notifies Agent accordingly. The Board has no obligation to explain their decision to the Shareholder or Applicant.

#### **General Terms:**

All Shareholders must be current with their financial obligations to the CO-OP. No applications will be accepted from Shareholders unless this condition is met. The Cooperative Corporation and Managing Agent are not responsible for any physical representations related to the condition and appointments of the apartment. Shareholders and Occupants must obtain their own insurance policy to protect their personal belongings and furnishings. All Shareholders must adhere to the terms of the proprietary lease and by-laws of the Cooperative Corporation. Shareholders must accept and sign a copy of the building house rules prior to the closing/transfer. All above terms are to be considered as binding terms in any relationship between the Shareholders, Subtenants, and the Cooperative Corporation.

The Board of directors will be implementing an independent appraisal of the apartment prior to Board interview.

**SALES REQUIREMENTS – JACKSON 34 REALTY CORP.**  
**APPLICATION PACKAGE CHECKLIST:**

1. Purchase Application including financial schedules \_\_\_\_\_
2. Copy of Signed Contract of Sale (Blumberg Contract Preferred by Board) \_\_\_\_\_
3. Copy of the loan commitment letter if purchaser is obtaining a mortgage  
**Note:** Packages will not be sent to the Board without commitment letter. \_\_\_\_\_
4. Three executed original recognition agreements (Aztech Form only)  
if sale is being financed. \_\_\_\_\_
5. Copy of W-2 forms and federal and state income tax forms (first 2 pages unless  
self employed) for prior two (2) years.  
**(Please remove social security #)** \_\_\_\_\_
6. Letter from landlord or managing agent stating you monthly rent  
or maintenance, length of tenancy & amount of rent paid. (Previous landlord  
if living at current resident less than one year) If applicant is selling  
a residence, please provide copy of pending sale or copy of  
closing statement. \_\_\_\_\_
7. Letter of employment from the Human Resources Manager or  
Personnel Director, stating length of employment, & salary.  
(Salary must be disclosed). Two (2) most recent pay stub from latest payroll  
check.) If employed less than one year please attach letter from previous  
employer. If applicant is retired, copies of pension or social security award  
letters. If applicant is self-employed, a letter from accountant stating annual  
income and net worth. Please attach latest balance sheet & profit & loss  
statement. \_\_\_\_\_
8. (2) two letter of personal reference letters. (non-related parties). \_\_\_\_\_
9. Copies of (3) three months most recent bank statement. Name on account and  
(Just the pages that have balances) \_\_\_\_\_
10. Credit Check Authorization for each purchaser \_\_\_\_\_
11. Lead Paint rider, Carbon Monoxide/Smoke Detector rider,  
signed and notarized by both seller(s) and purchaser(s),  
Sprinkler disclosure and Window Guards rider, Bed bug rider \_\_\_\_\_
12. Purchaser must provide evidence of Home Owners Insurance at closing \_\_\_\_\_

13. Pet Rider Signed \_\_\_\_\_
14. Copy of photo ID of everyone over the age of 18  
(e.g. driver's license, student ID card, etc.). \_\_\_\_\_
15. Copy of independent apartment appraisal must be  
submitted with application.  
Please contact Leo Scoblete Realty Advisors, LLC  
Peter@Leo-Scoblete.com  
516-313-8354 646-809-2399  
(The appraiser will be paid by the Cooperative) \_\_\_\_\_

**\* Purchaser must provide at closing proof of insurance. (Minimum coverage no less than \$300,000.00)**

\* The board of directors may require additional information

\*The Board of directors will be implementing an independent appraisal of the apartment prior to Board interview

\*Please remove your social security number from all documents.

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

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

**If instructions are not followed packages will be returned**

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

**Required Application Fee– (All fees to be paid by Certified Check or Money Order)**

- \* Enclose a check in the amount of **\$600.00 payable to Kaled Management Corp.**, for administration fee. **(purchaser)**
- \* Credit check fee of **\$150.00 per person payable to Kaled Management Corp.** **(purchaser)**
- \* Recognition agreement fee in the amount of **\$200.00 payable to Kaled Management Corp.**, **(purchaser)**
- \* Administration fee in the amount of **\$200.00 payable to Jackson 34 Realty Corp.** **(purchaser)**
- \* Move-in fee of **\$500.00 payable to Jackson 34 Realty Corp.**, which will only be refunded upon complete compliance with the House Rules. Purchaser will be billed for any damages or violations of moving rules. **(purchaser)**

**Fees to be paid at closing**

- \* Transfer Tax Stamp fee of **\$.05 per share payable to Kaled Management Corp.** **(seller).**
- \* Closing fee **\$600.00 payable to Kaled Management Corp.** **(seller).**
- \* Move-out fee of **\$500.00 payable to Jackson 34 Realty Corp.** which will only be refunded upon complete compliance with the House Rules. Seller will be billed for any damages or violations if moving rules are broken by either Seller or Purchaser. **(Prior to closing) (Seller)**
- \* Flip Tax **2 ½ percent of the selling price payable to Jackson 34 Realty Corp.** **(Seller)**

**Purchase Application**

Application is herewith submitted for the purchase of \_\_\_\_\_ shares of common stock of Jackson 34 Realty Corp., and for the right of residency in apartment # \_\_\_\_\_.

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

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

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

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

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

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

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

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

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

**5: Applicant Employee**

**Present Employer:** \_\_\_\_\_

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

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

**Current salary:** \_\_\_\_\_

**Length of Employment:** \_\_\_\_\_

**Persons to contact for reference:** \_\_\_\_\_

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

6. Co- Applicant Name: \_\_\_\_\_
7. Social Security # (last 4 digits) \_\_\_\_\_
8. Co-Applicant Home Address: \_\_\_\_\_
9. Co-Applicant Home Telephone #: \_\_\_\_\_ Cell # \_\_\_\_\_

Email: \_\_\_\_\_

10. Co-Applicant Employee:

Present Employer: \_\_\_\_\_

Business Address: \_\_\_\_\_

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

Current salary: \_\_\_\_\_

Length of Employment: \_\_\_\_\_

Persons to contact for reference: \_\_\_\_\_

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

11. Estimated Annual Income from employment(s):

Applicant: \$ \_\_\_\_\_

Co-Applicant: \$ \_\_\_\_\_

From all other sources: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

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

Name of Accountant: \_\_\_\_\_

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

Phone number: \_\_\_\_\_



**Income:**

**Annual Salary:** \_\_\_\_\_ **Fees/Commissions:** \_\_\_\_\_

**Interest:** \_\_\_\_\_ **Dividends** \_\_\_\_\_

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

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

<b>Name</b>	<b>Relationship</b>	<b>Age</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**14. Will you live in the apartment as your primary residence?** \_\_\_\_\_

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

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

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

**17. References:**

**List two references**

**1. Name**

\_\_\_\_\_

**Address**

\_\_\_\_\_

**2. Name**

\_\_\_\_\_

**Address**

\_\_\_\_\_

**18. Present Landlord:**

**Name**

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**Address**

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

**Rent:**

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

**Name**

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**Address**

---

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

**Rent:**

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

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

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**21. Applicant's Attorney's Name:**

\_\_\_\_\_

**Address:**

\_\_\_\_\_

**Telephone Number:**

\_\_\_\_\_

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

\_\_\_\_\_

**Address:**

\_\_\_\_\_

**Telephone Number:**

\_\_\_\_\_

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

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

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

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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I declare that I have examined this application and to the best of my knowledge, it is true, correct and complete. I acknowledge receipt, read and agree to adhere to the House Rules of Jackson 34 Realty Corp.

**Signature of Applicant:** \_\_\_\_\_

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

**Signature of Co-Applicant:** \_\_\_\_\_

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

## YEARLY INCOME AND EXPENSE STATEMENT

Instructions: If the income tax statement you submit with this application is for the *prior calendar year*, then complete this form for the current calendar year only.

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

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

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

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

Date \_\_\_\_\_

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

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

## ASSETS AND LIABILITIES STATEMENT

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

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

ASSETS		LIABILITIES	
Cash in bank (attach bank statements & schedule E)	\$	Notes Payable (attach schedule B)	\$
Down payment on contract (if paid)		Mortgages payable (attach schedule A)	
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 (attach schedule C)	
Real Estate Owned (attach schedule A)		Outstanding Credit Card Balances (attach schedule C)	
Vested Interest in Retirement Fund (include IRAs and 401Ks) (attach schedule G)		Other Liabilities (itemize)	
Automobile (make and year)			
Loans and Notes Receivable			
Personal Property and Furniture			
Other Assets (itemize)			
<b>TOTAL ASSETS</b>	<b>\$</b>	<b>TOTAL LIABILITIES</b>	<b>\$</b>
		<b>NET WORTH (excess of assets over liabilities)</b>	<b>\$</b>
Contingent Liabilities (personal guarantees or potential liabilities-attach schedule D)	\$		

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
		\$





**Jackson 34 Realty Corp.**

I, the undersigned, ....., hereby state that during the negotiation of purchase of the apartment # ....., at 82-06/16 34<sup>th</sup> Ave, Jackson Heights, New York. I was made aware by both the cooperative Management Company (Kaled Management Corp.) and the co-operative Board Members (during the personal interview) on the co-operative's specific requirements relating to the occupancy of the subject apartments.

I fully understand that upon purchasing the apartment #.....can only be occupied by myself and by my relations, as stated by me in the purchase application, as the primary residence. I also fully understand that there will be no subleasing allowed for two years and at the end of this term subleasing is only allowed upon board approval.

I also fully understand and agree that the apartment #.....may not be used by or any authorized occupants for any income producing purpose.

I, therefore, fully understand that a violation to the above will automatically constitute a violation of this agreement, based on which my purchase of this apartment was approved by the co-operative board. Under such circumstance, no specific notification will be required to be served on me by the co-operative and/or its authorized representatives and the shares issued to me will be automatically canceled.

X \_\_\_\_\_

X \_\_\_\_\_

Date: \_\_\_\_\_

Dear *Purchaser*

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

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

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

*NYC Department of Finance.*

Please feel free to reach out to us at 516-876-4800 or email us at [coopabatement@kaled.com](mailto:coopabatement@kaled.com) should you require any assistance.

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

**COOP ABATEMENT RESIDENT VERIFICATION SURVEY**

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

\_\_\_\_\_

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

Full address with unit number(s) \_\_\_\_\_

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

4. Is your unit sponsor owned? Yes / No

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

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

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

\_\_\_\_\_

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

Please state the reason for this change: \_\_\_\_\_

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

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

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

State of New York     )

County of                     ) SS  
   )

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

\_\_\_\_\_   \_\_\_\_\_  
Street Address   Unit/Apt.  
\_\_\_\_\_ New York, \_\_\_\_\_, \_\_\_\_\_ (the "Premises")  
Borough   Block                     Lot

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

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

\_\_\_\_\_  
Name of Grantor (Type or Print)

\_\_\_\_\_  
Name of Grantee (Type or Print)

\_\_\_\_\_  
Signature of Grantor

\_\_\_\_\_  
Signature of Grantee

Sworn to before me  
This \_\_\_ date of \_\_\_ 20\_\_.

Sworn to before me  
This \_\_\_ date of \_\_\_ 20\_\_.

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

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

**JACKSON 34 REALTY CORP**

**“WE UNDERSTAND AND ACKNOWLEDGE THAT JACKSON 34 REALTY CORP. DOES NOT ALLOW PETS/DOGS AND AT NO TIME DURING OWNERSHIP/SUBLEASING OF THE APARTMENT WILL WE HARBOR ANY PETS/DOGS IN THE APARTMENT.”**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Re: Sale of Apartment # \_\_\_\_\_ Address: \_\_\_\_\_

**CREDIT CHECK AUTHORIZATION**

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

**Date of Birth:** \_\_\_\_\_

**Social Security Number:** \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dated

Release of Information Authorization

Authorization to obtain Criminal, Credit/Litigation Report

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

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

Print Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Signature: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Signature: \_\_\_\_\_

Social Security #: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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: \_\_\_\_\_



## WINDOW GUARDS REQUIRED

### ***NOTICE TO OWNER***

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

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

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

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

### **CHECK ONE:**

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

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SHAREHOLDER (PRINT)

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SHAREHOLDER (SIGNATURE)

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SHAREHOLDER (SIGNATURE)

### **FOR FURTHER INFORMATION CALL:**

Window Falls Prevention Program  
New York City Department Of Health  
125 Worth Street, Room 222A  
New York, N.Y. 10013  
(212) 566-8082

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

**Lead Warning Statement**

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

**Seller's Disclosure**

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

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

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

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

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

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

**Purchaser's Acknowledgment (Initial)**

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

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

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

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

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

**Agent's Acknowledgment (Initial)**

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

**Certification of Accuracy**

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

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

**NOTICE TO TENANT  
DISCLOSURE OF BEDBUG INFESTATION HISTORY**

Pursuant to the NYC Housing Maintenance Code, an owner/managing agent of residential rental property shall furnish to each tenant signing a vacancy lease a notice that sets forth the property's bedbug infestation history.

Name of tenant(s): \_\_\_\_\_

Subject Premises: \_\_\_\_\_

Apt. #: \_\_\_\_\_

Date of vacancy lease: \_\_\_\_\_

**BEDBUG INFESTATION HISTORY**  
(Only boxes checked apply)

- There is no history of any bedbug infestation within the past year in the building or in any apartment.
- During the past year the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the \_\_\_\_\_ floor(s).
- During the past year the building had a bedbug infestation history on the \_\_\_\_\_ floor(s) and it has not been the subject of eradication measures.
- During the past year the apartment had a bedbug infestation history and eradication measures were employed.
- During the past year the apartment had a bedbug infestation history and eradication measures were not employed.
- Other: \_\_\_\_\_

Signature of Tenant(s): \_\_\_\_\_ Dated: \_\_\_\_\_

Signature of Owner/Agent: \_\_\_\_\_ Dated: \_\_\_\_\_

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

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

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

**CHECK ONE:**

1.  There is NO Maintained and Operative Sprinkler System In the Leased Premises.
2.  There Is a Maintained and Operative Sprinkler System In the Leased Premises.

A. The last date on which the Sprinkler System was maintained and Inspected was on \_\_\_\_\_.

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

**Acknowledgment & Signatures:**

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

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

**JACKSON 34 REALTY CORP.  
HOUSE RULES**

**Introduction**

Contained in this distribution are the revised House Rules and policies of the Jackson 34 Realty Corp. These rules, effective upon distribution, are provided for the harmonious enjoyment, comfort, safety, and security of all individuals residing or planning to reside at 82-06/16 34th Avenue, Jackson Heights, NY 11372.

All residents—shareholders, holders of unsold shares, rental tenants, and sublessees—as well as their families, household help, employees of the cooperative, and visitors to the premises are obligated to comply with these rules and policies. Failure to follow them constitutes a violation of the Proprietary Lease and can result in penalties according to the attached fee schedule and actions up to and including the termination of your proprietary lease. Parents or guardians are responsible for their children knowing and abiding by these rules.

These House Rules and attached fee schedule may be amended, revised, or repealed at any time by resolution of the Board of Directors. Any consent or approval given under these House Rules by the Board of Directors shall be revocable at any time.

We are grateful to the J34 House Rules Committee, led by **Annie Balocating** (and supported by Michael De Chillo, Anya Knoblock, Larry Russo, and Gloria Rosario-Wallace) without whose help this revision would not have been possible.

Please direct all questions about the House Rules to the Managing Agent.

Yours,

The J34 Board of Directors

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**JACKSON 34 REALTY CORP.  
HOUSE RULES**

**Employees of the Corporation**

- (1) Jackson 34 Realty Corp. retains three staff members who are guided by policies established by the Board of Directors: the Superintendent, the Managing Agent, and a porter.

The Superintendent is responsible for the maintenance and day-to-day operation of the building and inspection/review of the work of contractors in the building. In case of emergency, such as water or gas leaks, the Superintendent may need to gain access to a Resident's apartment to determine damages and resolve an issue. If work needs to be done in your apartment, please complete a maintenance request form, which can be found in the laundry room by the bulletin board. This will help to ensure that your problem receives a prompt response.

Any private work negotiated with the building staff by residents must be performed after the staff's regular work hours. These agreements are not between the corporation or Board of Directors and residents, but between the employee and the resident. The House Rules regarding repairs and alterations (below) apply to these agreements.

Sebastian Buttafuoco  
Managing Agent  
Kaled Management Corp.  
7001 Brush Hollow Road  
Westbury, NY 11590  
Phone: 516-876-4800  
Fax: 516-780-8328  
Email: sbuttafuoco@kaled.com

J34 Board of Directors  
[jackson34board@gmail.com](mailto:jackson34board@gmail.com)

Emergencies after 5PM or weekends  
1-800-207-0392

Jessica Decelian  
Phone: 516-876-4800

**Building Personnel Contacts**

Orby Valerio, Superintendent  
82-16 34th Ave, #1B  
Cell: (347) 822-2635  
Email: [j34orby@gmail.com](mailto:j34orby@gmail.com)

## Use of Premises

- (2) No open house, group tour, nor exhibition of any unit, its contents, or the gardens shall be conducted, nor shall any auction sale be held in any unit without prior consent of the Board of Directors or the Managing Agent.
- (3) Any gathering in a common area must have the prior written approval of the Board of Directors. The common areas include: lobbies, hallways, vestibules, courts, stairways, fire escapes, basement, laundry room, elevators, back garden, roof deck and front entrance walkways. The definition of a gathering is, "an assembly or meeting, especially a social or festive one or one held for a specific purpose". Therefore if more than 1 person is coming together for a meeting, a party, or other purpose in a common area, prior written approval should be obtained from the Board of Directors before the activity can take place.
- (4) Alcohol is not allowed to be served or consumed in any common area of the building except with the permission of the Board of Directors, or as specified in other sections of the house rules.
- (5) Loitering is not permitted in any of the common areas. Loitering is to wander or stand without purpose.
- (6) Shareholders will be held responsible for the actions of their tenants and/or guests.  
  
Anyone creating a disturbance may be asked to leave the property. Failure to comply will be considered a violation of this House Rules and could result in fees and/or termination of your proprietary lease.
- (7) The feeding of wild animals is not permitted
- (8) For the safety and security of shareholders, security cameras have been installed in some common areas, including the elevators.
- (9) Keys and key fobs (for keyless entry) to the entrance doors are for the sole and exclusive use of legal Residents. Entrance keys should not be given to others. You may loan your key or request an extra key fob for a house cleaner, a childcare provider, a pet sitter, or someone performing other personal service on a regular basis. Upon their leaving your employment, it is your responsibility to see that all keys are returned.
- (10) No one shall play in the common areas.
- (11) As per NYC ordinance, smoking (including e-cigarettes and hookahs) is not permitted in any of the common areas of the building.



## Quiet Enjoyment

- (12) No Lessee shall make or permit any disturbing noises in the building, nor permit anything to be done which will interfere with the rights, comfort or convenience of other lessees.
- No Lessee shall play any musical instrument nor loudly operate an audio system, gaming system, or television loudspeaker system between the hours of 10:00 PM and 8:00AM.
  - Construction, repair work or other installation involving noise is permitted on:
    - o Weekdays (not including legal holidays) between the hours of 8:30AM and 5:00PM.
    - o Saturdays between the hours of 10:00AM and 5:00PM.
  - No construction or repair of any kind is allowed on Sundays.
- (13) The floors of each unit must be covered with area rugs, carpeting, or equally effective noise reducing material to the extent of at least 80 percent of the total floor area of the unit (excepting only kitchen, pantry, bathroom, and closets). If a complaint regarding excessive noise from foot traffic is made against a unit, the unit shareholder must allow an inspection of the apartment by the Managing Agent to confirm that the carpeting rule has been obeyed.

## Additional Rules Regarding Common Areas

Rules contained in other parts of this document that are pertinent to the common areas are incorporated in this section.

### (13) Hallways, Stairwells, and Lobby Areas

The public halls and stairways of the building shall not be obstructed or used for any purpose other than access to/from the units in the building, and any fire escapes shall not be obstructed in any way.

No bicycles, scooters, toys or similar vehicles and baby carriages shall be allowed to stand in the public halls, passageways, areas or courts of the building.

### (14) Laundry Area

Residents may use the available laundry facilities only on such days and such hours as may be designated by the Board of Directors. Presently, the laundry area may be used any day between the hours of 6:00AM and 12:00AM. The last wash should begin no later than 10:30PM.

Residents and/or their employees using the laundry facilities of the building shall keep the facilities neat and clean. Laundry should be removed promptly when the machine has stopped. Please do NOT to clean the lint filters on the dryers. Please contact the Superintendent if you believe the lint filter needs to be cleaned. Neither J34 nor the Managing Agent is responsible for laundry equipment failure, loss of coinage, or damage to clothing.

**(15) Back Garden**

- No active sport (e.g. running, ball throwing) activities are permitted in the garden.
- Persons under the age of 18 years are permitted in the garden ONLY when accompanied by an adult. The accompanying adult is responsible for the safety and well-being of these individuals, and must also ensure that they do not interfere with the rights, comfort, quiet enjoyment or convenience of other residents.
- No bicycles, skates, skateboards, scooters can be ridden at any time in the garden.
- Shareholders are asked to adhere to the plots provided for planting and gardening. If in doubt if a space is in use, please contact the Managing Agent.
- Residents can enjoy the garden at any time. However, all activities should be quiet after sundown.

**(16) Bicycle Room, bicycles and other wheeled objects (e.g., strollers, shopping carts, etc.)**

Residents may store their bicycles or strollers in the Bicycle Rooms. Jackson 34 Realty Corp is not responsible for any loss or damage to items stored in this room.

Resident should take care moving their bicycles or other wheeled objects via the elevator, lobby, exterior doors and other common areas. The penalty for causing damage to the common areas may include fees according to the attached schedule, the cost to repair the damage and/or penalties up to and including the termination of your proprietary lease.

**(17) Roof Deck & Rules Governing the Use of the Roof Deck at 82-06 & 82-16 34th Ave**

- **Primary Means of Access; Prohibited Access**  
The primary means of access to and from the Roof Deck will be the 6th floor elevator and stairs leading to the roof deck. Access will be controlled by key fob.
- **Permitted Users; No Exclusive Use**  
Use of the Roof Deck is limited to shareholders and their designated group. A group can include spouses, partners, children, caregivers, or other family. All children under the age of 21 must be accompanied by an adult designated in the shareholder's group. Any infractions by a member of this group will be the shareholder's responsibility. Shareholders, residents and group members who do not abide by the House Rules of the Corporation may be denied access to the roof deck.
  - In no event shall the number of persons using the Roof Deck at any one time exceed the maximum permitted by law. No subscribing shareholder, or group of subscribing shareholders, shall have exclusive use of the Roof Deck at any time without the prior written approval of the Board of Directors of Jackson 34 Realty Corp.
- **Hours**  
The Roof Deck shall be open during daylight hours and until 10 p.m. daily; provided, that on any night when there are fireworks after 10 p.m. the Roof Deck will remain open until 30

minutes after the conclusion of the fireworks.

- **Responsibility of Permitted Users**

- A shareholder's group larger than ten (10) people must obtain permission from the Board of Directors to occupy the roof deck and will be required to pay a deposit and fee to reserve the space.
- Shareholders and members of their group are responsible to ensure that all personal items and trash is removed from the Roof Deck before they leave the area and that the Roof Deck is thoroughly cleaned.
- We aspire to have a fun, respectful, and safe shared space. Be mindful of your neighbors during your time in this shared space. Any offensive behaviors that violate our shared space that may not be included below will be addressed by the Board of Directors.

- **Prohibited Activities**

The following are not allowed at any time on the Roof Deck:

- Barbecuing or cooking of any type;
- Planting flowers, plants, or any flora;
- Glassware (it being understood that plastic, paper or otherwise unbreakable drinking bottles or other vessels shall be used);
- Playing any type of musical instrument;
- Playing any type of music or sound reproduction without the use of earphones or headphones;
- Smoking of any kind;
- Placing any item on the parapet walls, furniture or planters;
- Disorderly, inappropriate or disturbing behavior; or loud and/or disruptive talking;
- Hateful and/or hurtful language verbally or in writing;
- The use of any golf, tennis, badminton, soccer, baseball, weightlifting or other athletic equipment or gear of any kind;
- Ball playing, Frisbee playing, rollerblading, roller skating, skateboarding or use of scooters, bicycles or other conveyances; and
- Use of any controlled or illegal substance or the use (whether or not legal) of marijuana.
- Feeding of wild animals anywhere on the premise

- **Sole Risk**

Access to, and use of, the Roof Deck is at the sole risk and responsibility of each permitted user and any damage, destruction, personal injury or property damage occasioned by a permitted user (or his/her spouse or guests) is the sole liability of such user.

- **Roof Rental**

- Shareholders, upon receiving approval from the Board of Directors, may rent one side of the roof deck at a fee of (\$250) for groups no larger than 20 total participants/guests. Guests cannot be charged an entrance fee of any kind.

- A deposit of \$500 will required for use of the space. It will be returned upon verification by the Managing Agent or Superintendent that the deck is free of damage after the rental.
  - Any children included in the group must include an accompanying adult.
  - No tape, glue, flames/fire, coloring agent, or any item that can permanently damage or change the environment can be used in decorating the space.
  - If the shareholder and event guests do not follow the norms of the space, they will be asked to leave.
- **Amendments**  
These rules may be changed, amended, supplemented or waived at any time or from time to time by the Board of Directors of Jackson 34 Realty Corp.

### **Building Appearance, including Windows and Air Conditioners**

(18) No public hall of the building shall be decorated or furnished by any Lessee or Sub-Lessee in any manner without the prior consent of the Board of Directors. No advertising, open house, rent or sale notices are permitted without the prior consent of the Board. All notices will be posted by the superintendent in an area designated by the Board. No decorations or items will be hung on any of the chandeliers.

(19) Appropriate, minimal door markers for seasonal or religious purposes are allowed using only command style hooks. However, nothing can be hung or shaken from any windows, in hallways, nor on staircases or on any fire escapes, nor shall anything be hung or shaken from the doors and windows, or placed upon the windowsills of the building—excluding air conditioners or pigeon spike strips.

(20) Apartment door maintenance: No stickers or hooks of any kind should be placed on apartment doors. Apartment number signs must be maintained in compliance with the current numbering system.

(21) Window air conditioning units and ventilator fans must be installed in compliance with the New York City code, which stipulates all window-mounted air conditioners must be secured to the building with a bracket and maintained in a safe condition. In addition, there should be no items (e.g., wood, bricks, or flower pots) on any window sill or under any air conditioner.

To protect Jackson 34 Realty Corp, the air conditioning units and proper brackets must be installed and removed by someone who is not an employee of the cooperative. Therefore, the building staff will not be able to install or remove any air conditioning units for you. You are free to install the air conditioner bracket yourself, or use a qualified contractor provided they carry the necessary insurance coverage.

(22) Per New York City Health Code, shareholders/renters can request window guards, even if there are no children living with you. For instance:

- you have friends or family with young children who visit
- you sometimes babysit for children in your apartment
- you have grandchildren visiting
- you have older relatives who might accidentally fall

(23) The Shareholder/Renter shall keep the windows and attached screens of the apartment clean. No refuse and/or excess furnishings shall be visible from the exterior of the windows. In case of refusal or neglect of the Shareholder/Renter after ten (10) days notice in writing from the Board of Directors or the Managing Agent to clean the windows of said apartment, such cleaning may be done at the direction of the Board of Directors who shall have the right, by its authorized agents, to enter the apartment for such purpose and to charge the cost of such cleaning to the Shareholder/Renter.

(24) No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except with prior written approval by the Lessor or the Lessor's Managing Agent.

#### **Moving In and Out of the Building**

(25) All moves in or out of the building should be coordinated with the Managing Agent and Super. Moves are permitted only between the hours of 9:00AM and 5:00PM, Monday through Saturday. All moves must be done through the back gates and back doors, and the Managing Agent must be informed of any and all move-in or move-out activity 2 business days prior to the move taking place. Anyone moving in or out of the building must submit a deposit of \$500.00 to the Managing Agent prior to a move. This deposit shall be refunded upon completion of the move and the Managing Agent's confirmation of no damage.

Any repair or replacement expenses due to damage caused by a move-in or move-out (including damage to the elevator interior) will be deducted from the deposit; expenses above the deposit amount will be charged to the shareholder's account. A fee in the amount of \$500.00 will be posted on the Shareholder account for each unauthorized move.

(26) Elevators cannot be held or reserved for moves.

#### **Delivery or Disposal of Furniture, Major Household Appliances and Other Heavy Objects**

(27) Deliveries, moves or disposal of large and heavy items (such as furniture, appliances) must be coordinated with the super, and are permitted only between the hours of 9:00AM and 5:00PM, Monday through Saturday. These items must be taken in or out of the building through the back doors only. Delivery of large appliances may require a Certificate of Insurance (COI) prior to delivery.

If a hand truck is used to move any large and heavy items, the shareholder will be responsible for any damage to the interior of the elevator. A fee + the cost to repair the damage, will be charged for any damage to the elevator due to moving large and heavy items. If moving damages light fixtures in the

elevator, lobby, hallway, or any space the shareholder is responsible.

(28) Elevators cannot be held or reserved for moving or delivering large and heavy items.

(29) Time warner, Verizon or other cable, telephone or video service installation must be coordinated with the Superintendent.

### **Pets and Pet Waste**

(30) Dogs, birds, and reptiles are expressly forbidden. Cats and other small animals are allowed with prior written approval of the Board of Directors. Permissions shall be revocable by the Lessor at any time. Dogs shall not be permitted in the building at any time or under any circumstances unless the dog has grandfathered written permission from the Lessor. All pets permitted in the Building must be registered with the Management office. The registration must include a description of the pet and a picture of the pet (digital is acceptable). Please be aware that permission for grandfathered pets is specific to that pet and is not transferable in any way. Pet behavior and noise is the responsibility of the owner. The Board reserves the right to limit the number of pets (of any kind) in any apartment. Pet waste must be disposed of properly. It must not be placed in the Compactor Chute. It must be double wrapped in plastic and brought to the "General Waste" bin in the basement adjacent to recycling bins. Violations of this policy will result in fees and actions up to and including expulsion of your pet and/or revocation of your Proprietary Lease.

### **Disposal of Refuse and Recycling**

(31) Garbage and refuse from the units shall be disposed of only at such times and in such manner as the superintendent or the Lessor's Managing Agent may direct. Residents are responsible for the separation of all recyclable items and are to be held liable for any fees or penalties imposed for any violation of the recycling rules of the City of New York. The following rules shall be observed with respect to the compactor equipment:

- (i) Throwing floor scrapings, oil-soaked rags, empty paint cans or any other flammable, toxic, chemical or highly combustible substances into the compactor chute is unlawful and the offender is subject to a penalty. See the Superintendent for instructions on proper and responsible disposal.
- (ii) All garbage shall be well drained, wrapped in a compact package that will not drip or bust while being transported to and deposited into the compactor hopper panel. It also should be so wrapped that it will not come apart in its descent into the basement equipment.
- (iii) Vacuum cleaner bags should not be emptied directly into the compactor chute; such dirt or powdered waste should be securely wrapped or bagged before disposal.
- (iv) Nothing of an explosive nature should be deposited into the compactor chute.

- (v) Cartons, boxes, wood crates, sticks, boards or other solid matter should be placed in the designated area for pick up. Oversized items (e.g., furniture or appliances) requiring disposal should be coordinated with the Superintendent.
- (vi) If a Lessee notes that a chute is blocked, the Superintendent must be informed immediately. If emergency conditions (e.g., smoke coming from a chute) are observed, please call 911 immediately.

(32) The only items that may be left in the Compactor Rooms are magazines and newspapers. Any other items, including recyclables and pet waste, must be brought to the basement for proper disposal. Anyone who is found to have left any other items than newspapers and magazines in the Compactor Room will incur a fee and may face other penalties up to and including termination of their proprietary lease.

### **Extermination**

(33) The agents of the Lessor, and any contractor or workman authorized by the Lessor may enter any unit at any reasonable hour of the day for the purpose of inspecting such unit to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. If the Lessor takes measures to control or exterminate vermin, insects or other pests, the costs thereof shall be charged to the lessee.

(34) Shareholders are encouraged to take advantage of the pest extermination service, which is offered on the third Saturday of each month. This is a free service to shareholders, and you may sign up where designated the week before the scheduled exterminator's visit. Shareholders who would like more information about the materials used during services are encouraged to reach out to the exterminators directly.

### **Repairs or Alteration of Apartments**

(35) Any and all renovations, repairs or painting of individual apartments must have the prior consent of the Board. Shareholders must submit a written request at least 30 days prior to the planned commencement of the renovation to the Managing Agent's office and await the Agent's instructions. The majority of cases require that an alteration agreement be completed. No individual contractor is permitted in the building without evidence of insurance by providing an insurance certificate that designates the Cooperative Corporation and its Managing Agent as additional insured parties. Violations of this policy will result in fees, the cost of repairing any damage that results from the unauthorized repair or alteration, and actions up to and including the revocation of your Proprietary Lease.

### **Carbon Monoxide Detectors**

(36) The shareholder shall install in the apartment an approved and operational carbon monoxide detector of such manufacture, design and installation standards as established by the State of New York Fire Prevention and Building Code Council.

### **Fire Safety Notices**

(37) The building's fire escapes are for the express purpose of escape from the building in a fire emergency when the main exit to your apartment is impassable. No person is permitted on the fire escape for any other reason and any infractions shall warrant a fine and/or penalties up to and including the termination of your proprietary lease.

### **Subleasing and Short-term Rentals**

(38) The Lessor's managing and transfer agent must be notified of any person or persons staying in the Lessor's apartment for an extended stay of more than two weeks. The Board and/or Transfer Agent may require the submission of documents to verify the identity of the unit's occupants.

- (i) For any stays beyond the two week limit, sublet fees will be charged in accordance with sublease regulations. These restrictions apply whether or not the Lessor is present in the apartment at the same time as the visitor.
- (ii) All sublets are subject to approval by the Board.
- (iii) Shareholder may not sublet the apartment in their first two years of ownership.
- (iv) All requests for permission to sublet must be submitted to the Transfer Agent along with the applicable non-refundable application and administration fees payable to the Transfer Agent.
- (v) Subtenants are subject to all House Rules.
- (vi) If the Board approves a sub-tenancy, the shareholder remains directly liable to the Co-Op for all maintenance and other applicable fees (such as assessments, abatement recapture and so forth).
- (vii) The intended sub-tenant is subject to approval by the Board following interview by the Board or an appropriate committee of the Board.
- (viii) Sublet agreements need to be renewed yearly and the Board retains the right to re-interview the sub-tenant and may, in its direction, terminate the sub-tenancy with or without an interview.



- (ix) Shareholders may not sublet the apartment for any period of time without an active lease, including using services like Airbnb or the like, to rent out their property.

(39) Photo ID requirement

For the security and safety of all shareholders and residents, all shareholders and occupants of each apartment must provide the property manager with a photo ID. This can be submitted either by email, regular mail, or in a sealed envelope to the Superintendent.

- (40) The rules are absolute and are an integral part of any proprietary lease or Sublease agreement and must be signed and approved by all parties involved.

(41) Any consent or approval given under these House Rules by the Lessor, Board of Directors, Managing, or Transfer Agent shall be revocable at any time. No amendments or modifications, under any circumstance, are allowed by any person, Board Member, Transfer Agent or employee without the written consent of a majority of the Board of Directors. Repeated breach of House Rules may result in revocation of the Lessor's Proprietary Lease.

For any questions or concerns regarding sales sublets comps and appraisals should be directed to:

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

**Miscellaneous**

(42) No radio or television aerial including satellite receivers of any kind shall be attached to or hung from the exterior or the roof of the building without the prior written approval of the Lessor or the Lessor's Managing Agent.

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

(44) All shower stalls and bathtubs must have a shower curtain installed and secured by a shower rod or a stationary enclosure (shower door). If a window is adjacent to a bathtub or shower stall a window curtain or opaque glass must be installed as well. The Board of Directors and management reserve their right to inspect any apartment upon written notice for a suspected violation of these rules.

(45) Absolutely no washing machines or dryers of any kind are to be installed or kept in any part of any apartment.

(46) Complaints regarding the service of the building shall be made in writing, via mail or email, to the Lessor's Managing Agent: sbuttafuoco@Kaled.com

**Insurance**

(47) All shareholders must carry liability insurance on each unit. The minimum coverage shall not be less than \$300,000.00.

**Building Violations & Schedule of Fees**

The following is a limited list of standard fees for certain activities, and fees for violations of the Proprietary Lease and/or the House Rules. The fees are not in lieu of the rights and remedies that the Cooperative may have pursuant to the provisions of the Proprietary Lease and House Rules, but they are in addition thereto.

The schedule of fees may be amended or repealed at any time by the Board of Directors.

1	<p><b>Move-in/move-out/roof deck security deposit.</b></p> <ul style="list-style-type: none"> <li>• See House Rules #17 &amp; 25.</li> <li>• The security deposit is refundable after the move or use of the roof deck, provided the Managing Agent verifies that no damage has been sustained by the cooperative following the move or use of the roof deck.</li> <li>• Fees will be assessed for damages, if applicable.</li> </ul>	\$ 500
2	<p><b>Move-in/move-out and/or moving/delivery of large/heavy items.</b></p> <ul style="list-style-type: none"> <li>• For violation of House Rules #25 &amp; 27.</li> <li>• In addition to the fine, the penalty may include the cost to repair damage related to the violation and actions up to and including the termination of your proprietary lease.</li> </ul>	\$500
3	<p><b>Repairs or alteration of apartments without prior written approval of the Board of Directors in violation of proprietary lease.</b></p> <ul style="list-style-type: none"> <li>• For violation of House Rule # 35.</li> <li>• In addition to the fine, the penalty may include the cost to repair damage related to the violation and actions up to and including the termination of your proprietary lease.</li> </ul>	Upto \$5,000
4	<p><b>Unauthorized sublets.</b></p> <ul style="list-style-type: none"> <li>• For violation of House Rule #38.</li> <li>• Please refer to the Sublet Application for full details concerning sublet procedures.</li> </ul>	Upto \$5,000
5	<p><b>Washing machines.</b></p> <ul style="list-style-type: none"> <li>• For violation of House Rule #45.</li> <li>• In addition to the fine, the penalty may include the cost to repair damage related to the violation and actions up to and including the termination of your proprietary lease.</li> </ul>	\$500

6	<b>The feeding of wild animals</b> <ul style="list-style-type: none"> <li>• For violation of House Rule #7</li> </ul>	\$500
7	<b>All Other House Rules</b> <ul style="list-style-type: none"> <li>• First infraction: \$100</li> <li>• Second infraction: \$250</li> <li>• All subsequent infractions: \$500</li> <li>• In addition to the fine, the penalty may include the cost to repair damage related to the violation and actions up to and including the termination of your proprietary lease.</li> </ul>	

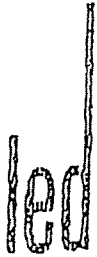
Signature(s) of this page indicates that I (we) have read and understand the House Rules and accompanying Building Violations & Schedule of Fees document.

\_\_\_\_\_  
Sign Name (1<sup>st</sup> Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sign Name (2<sup>nd</sup> Resident)

\_\_\_\_\_  
Date



MANAGEMENT CORP.

7001 BRUSH HOLLOW ROAD  
SUITE 200  
WESTBURY, NY 11590  
TEL: (516) 870-4800  
FAX: (516) 870-0017  
EMAIL: INFO@KALED.COM

December 26, 2006

All Shareholder(s) of  
Jackson 34 Realty Corp.  
82-06/16 34<sup>th</sup> Avenue  
Jackson Heights, NY 11372

Dear Shareholder(s):

The annual meeting of Shareholders for Jackson 34 Realty Corp was held on October 12, 2006. The Board of Directors proposed the following amendment to the By-Laws.

**PROPOSED AMENDMENT OF BY-LAWS; TO READ AS FOLLOW:**

"Officers shall be at least eighteen (18) years of age, residents of the State of New York who identify 82-06 or 82-16 34<sup>th</sup> Avenue, Jackson Heights, NY 11372 as their primary residence and Shareholders of the Corporation (unless by proxy they are participating in place and instead of a holder of unsold shares in which case they do not need to be a resident of the State of New York or an Individual Shareholder). A director must be a Shareholder of the Corporation".

By a majority vote of the outstanding shares at the annual meeting this amendment was approved.

Shareholders should enclose this amendment to the By-Laws (see attached) with their offering plan. This amendment will also be added to all purchase applications.

If you any questions regarding this matter, please do not hesitate to contact me at (516) 876-4800.

Very truly yours,

Julia Kodis  
Account Executive  
Kaled Management

Amendment to the By-Laws  
October 12, 2006

"Officers shall be at least eighteen (18) years of age, residents of the State of New York who identify 82-06 or 82-16 34<sup>th</sup> Avenue, Jackson Heights, NY 11372 as their primary residence and Shareholders of the Corporation (unless by proxy they are participating in place and instead of a holder of unsold shares in which case they do not need to be a resident of the State of New York or an individual Shareholder). A director must be a Shareholder of the Corporation".

Jackson 34 Realty Corp.

82-06 34<sup>th</sup> Avenue

82-16 34<sup>th</sup> Avenue

Jackson Heights, NY 11372

July, 2018

Dear Shareholders/Residents:

Jackson 34 Realty Corp. is hereby giving notice to all residents and shareholders of the Co-Op's smoking policy pursuant to New York City's newly enacted Local Law 147/2017 which policy is in accord with the existing NYC 2002 Smoke Free Air Act (the "Act"). This act was implemented due to the fact that the harmful effects of secondhand smoke caused by indoor smoking are simply too great to ignore.

Jackson 34 Realty Corp. has been, and will continue to be, in compliance with the Act and be smoke-free in all enclosed areas except within a shareholder's actual dwelling unit and all common outdoor areas except as below. This means that there will be no carrying or use of a lit tobacco product, including e-cigarettes, hookahs and vaporizers (meaning any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as he or she simulates smoking), in any indoor common spaces including but not limited to, porches, vestibules, laundry rooms, garages/parking lots, playgrounds and as may otherwise be prohibited by law. In addition, smoking shall be forbidden on any terraces within the apartments or within 100 feet of any entrance to the building that make up the cooperative.

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

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

Very truly yours,  
Board of Directors



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# NEW YORK CITY FIRE DEPARTMENT

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

## APARTMENT BUILDING FIRE SAFETY

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



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

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

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

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

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

**Powered Mobility Device Fire Safety**

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

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

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

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

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

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

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

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

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

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

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

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



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

### Reasonable Accommodations

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

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

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

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

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

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

- If you have a mobility impairment, your housing provider may be required to provide you with a ramp or other reasonable means to permit you to enter and exit the building.
- If your doctor provides documentation that having an animal will assist with your disability, you should be permitted to have the animal in your home despite a "no pet" rule.
- If you need grab bars in your bathroom, you can request permission to install them at your own expense. If your housing was built for first occupancy after March 13, 1991 and the walls need to be reinforced for grab bars, your housing provider must pay for that to be done.

- If you have an impairment that requires a parking space close to your unit, you can request your housing provider to provide you with that parking space, or place you at the top of a waiting list if no adjacent spot is available.
- If you have a visual impairment and require printed notices in an alternative format such as large print font, or need notices to be made available to you electronically, you can request that accommodation from your landlord.

#### Required Accessibility Standards

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

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

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

#### How to File a Complaint

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