

SALES APPLICATION

LAFAYETTE OWNERS CORP.

**69-40 Yellowstone Boulevard
Forest Hills, NY 11375**

Contact Information:

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

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

Bldg. # 490

9/2024



CORPORATE OFFICE
7001 BRUSH HOLLOW ROAD
SUITE 200
WESTBURY, NY 11590
TEL: (516) 876-4800
FAX: (516) 876-8812
WWW.KALED.COM

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

EMAIL: INFO@KALED.COM

IMPORTANT INFORMATION REGARDING YOUR SOCIAL SECURITY NUMBER

PROTECTING YOUR PRIVACY

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

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

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

If you have any questions please contact the Management Office.

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

- * Submit completed packages to: **Ms. Susan Rubin c/o Kaled Management Corp., 7001 Brush Hollow Road, Ste: 200 Westbury, NY 11590**. Please allow approximately 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) ORIGINAL (complete packages)**
 - * Remove your social security numbers from all documents except credit check authorization.
 - * Remove your birthdate from all documents except on the original credit check
 - * Remove all bank and credit card numbers from all documents
- * Incomplete application packages will be returned to the buyer or broker.

If instructions or incomplete applications are not followed packages will be returned to buyer or broker.

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

APPLICATION PACKAGE CHECKLIST:

Please note 75% financing is permitted
One Pet per Apartment

The following items must be included with the application:

1. Purchase Application including financial schedules _____
2. Copy of the fully executed Contract of Sale (Blumberg Contract Form Preferred) _____
3. Copy of the loan commitment letter if purchaser is obtaining a mortgage _____
Note: Packages will not be sent to the Board without commitment letter.
4. Three executed original recognition agreements (Aztec Form only)
if sale is being financed. _____
5. Copy of W-2 forms and federal and state income tax forms (first 2 pages only)
for prior two (2) years.
(Please remove social security # and birthdate) _____
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, title, & salary.
(Salary must be disclosed). Two (2) most recent pay stub from latest payroll check.
If employed less than one year please attach letter from previous employer.
If applicant is retired, copies of pension or social security award letters.
If applicant is self-employed, a letter from accountant stating annual
income and net worth. Please attach latest balance sheet & profit & loss statement. _____
8. (2) two letter of personal reference letters. (non-related parties). _____
- 9.. (3) three months most recent bank statement. _____
(Remove account numbers)
10. Credit Check Authorization for each purchaser. _____

11. Lead Paint rider, Carbon Monoxide/Smoke Detector rider, Sprinkler disclosure lease rider, and Window Guards rider, Primary resident sheet. Notarize signatures by both seller(s) and purchaser(s) where needed. _____
12. Signed receipt for House Rules _____
13. Letter of Affirmation from the attorney for the purchaser stating that he has no knowledge that the price reflected in contract is not in fact the true price for purchaser. _____
14. Purchaser must have evidence of Homeowners insurance at closing _____

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

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

- * Enclose a check in the amount of \$600.00 payable to Kaled Management Corp., for administration fee. (purchaser)
- * Credit check fee of \$200.00 per person payable to Kaled Management Corp. (purchaser)
- * Recognition agreement fee in the amount of \$200.00 payable to Kaled Management Corp., (purchaser)
- * Move in deposit of \$500.00 payable to Lafayette Owners Corp.
refundable, if there are no damages during the move in and the house rules were not violated. (purchaser)
- * Move out deposit of \$500.00 payable to Lafayette Owners Corp. is
refundable, if there are no damages during the move out and the house rules were not violated.(seller)

Closings will take place:

Law Office of Christopher P. O'Malley
99-08 Metropolitan Avenue
Forest Hills, New York 11375
Office: (917) 921-7672
Facsimile: (646) 957-9295
Email: corelaw@gmail.com

Purchase Application

Application is herewith submitted for the purchase of _____ shares of common stock of Lafayette Owners Corp., and for the right of residency in apartment # _____.

Seller's Name(s): _____

Seller's Attorney's Name: _____

Address: _____

Telephone Number: _____ **Email:** _____

1. **Applicant's Name:** _____

2. **Social Security (last 4 digits):** _____

3. **Home Address:** _____

3. **Home Telephone #:** _____ **Cell#** _____

4. **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 Number: _____ Cell# _____

10. Email: _____

11. Co-Applicant Employee:

Present Employer: _____

Business Address: _____

Telephone Number: _____

Current salary: _____

Length of Employment: _____

Persons to contact for reference: _____ Telephone: _____

12. Estimated Annual Income from employment(s):

Applicant: \$ _____

Co-Applicant: \$ _____

From all other sources: \$ _____

Total: \$ _____

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

Name of Accountant: _____

Address: _____

Phone number: _____

Income:

Annual Salary: _____

Fees/Commissions: _____

Interest: _____

Dividends: _____

Other: _____

14. Does applicant/co-applicant wish to maintain any pets? _____

If so, specify the type and number: _____

15.. Please list name and relationship of each person who will reside with you in the apartment:

Name	Relationship
_____	_____
_____	_____
_____	_____

16. Will you live in the apartment as your primary residence? _____

17. When will you move in: _____?

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

If so, state full details: _____

19. References:

List two references

1. Name _____

Address _____

2. Name _____

Address _____

20. Present Landlord:

Name _____

Address _____

Dates of Occupancy: From: _____ to _____

Rent: _____

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

Name _____

Address _____

Dates of Occupancy: From: _____ **to** _____

Rent: _____

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

22. If you know any persons presently residing at Lafayette Owners Corp?

Please list their names: _____

23. Address of all additional residences owned or leased:

24. Applicant's Attorney's Name: _____

Address: _____

Telephone Number: _____

25. Real Estate Agent's Name: _____

Address: _____

Cell phone Number: _____ **Email:** _____

26. Financial (Applicant/Co-Applicant)

Bank (Personal Account) _____

Address: _____

Type of account: _____

Bank Address: _____

Type of account: _____

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

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

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

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

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

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

Signature of Applicant: _____

Date: _____

Signature of Co-Applicant: _____

Date: _____

ASSETS AND LIABILITIES STATEMENT

Applicant's Name _____

Statement of Financial Condition as of the _____ day of _____, 20____

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

ASSETS		LIABILITIES	
Cash in bank (attach bank statements)	\$	Notes Payable	\$
Down payment on contract (if paid)		Mortgages payable	
Securities (Stocks & Bonds - attach statements & schedule F)		Unpaid Real Estate Taxes	
Cash value of life insurance, less any loans		Unpaid Income Taxes	
Investment in own business		Accounts Payable	
Real Estate Owned		Outstanding Credit Card Balances	
Vested Interest in Retirement Fund (include IRAs and 401Ks)		Student Loans	
Automobile (make and year)		Other Liabilities (itemize)	
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

YEARLY INCOME AND EXPENSE STATEMENT

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

Applicant's Name _____

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

List any unsatisfied judgments or legal actions pending against you and the amounts involved_____

Have you ever gone through bankruptcy or other insolvency proceedings? _____

Date _____

Signature of Applicant

Signature of Applicant

SCHEDULE A - REAL ESTATE OWNED

[illegible]

SCHEDULE B - NOTES PAYABLE

Amount	Due to	In Name of	Maturity Date	Collateral	Monthly Payment

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

[illegible]

SCHEDULE D

Amount	Type	Due to	Obligor	Final Maturity/or repayment	Collateral

*Including Letters of Credit and Surety Bonds

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

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

SCHEDULE F - SECURITIES (STOCKS AND BONDS)

[illegible]

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

SCHEDULE G - RETIREMENT FUNDS - IRAs AND 401Ks

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

Re: Sale of Apartment # _____ Address: _____

CREDIT CHECK AUTHORIZATION

Name: _____

Date of Birth: _____

Social Security Number: _____

Home Address: _____

In connection with my purchase of property, I authorize the procurement of a credit report of myself. I further authorize a 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.

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) applying 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: _____

COOPERATIVE ABATEMENT RESIDENT VERIFICATION SURVEY

1. Name of all Unit owners listed on the deed (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). _____

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 unit owners on the proprietary lease:
-

7. Have there been any circumstances or changes in residency since January 1, 2020 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 _____ Cell # _____

[illegible]

Street Address _____ Unit/Apt. _____

Borough New York, _____, _____ (the "Premises")
Block Lot

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 Grantee

Signature of Grantee

Sworn to before me
This _____ date of _____ 20____.

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

WINDOW GUARDS REQUIRED

NOTICE TO OWNER

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

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

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

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

CHECK ONE:

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

SHAREHOLDER (PRINT)

SHAREHOLDER(SIGNATURE)

SHAREHOLDER (PRINT)

SHAREHOLDER(SIGNATURE)

FOR FURTHER INFORMATION CALL:

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

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

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

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

Name of tenant(s): _____

Lease Premises Address: _____

Apartment Number: _____ (the "Leased Premises")

Date of Lease: _____

CHECK ONE:

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

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

Acknowledgment & Signatures:

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

Purchaser: Name: _____

Signature: _____

Date _____

Owner: Name: _____

Signature _____

Date _____

MEMO

Re: **Contact Information**

House Rules require each shareholder to provide contact information for use in an emergency or for any other reason when management needs to contact a resident.

Thank you in advance for your anticipated cooperation.

Name(s): _____

Apt. Number: _____

Email: _____

Home # _____

Cell # _____

Emergency Contact-Name and # _____

APPLICATION TO KEEP PET

In order to comply with Lafayette Owners Corp. House Rule Annex C and interview permission is hereby requested to keep the below described pet in my premises. Dogs can't weigh more than 35 pounds at maturity.

DOG _____ CAT _____ OTHER _____

BREED _____ WEIGHT _____ COLOR _____

NAME OF PET _____ MALE _____ FEMALE _____

RABIES VACCINATION: YES _____ NO _____ DATE _____

I understand that pursuant to House Rule Annex C " subject to Board approval and interview

NAME OF RESIDENT: _____ APT # _____

APPLICATION DATE _____

APPROVED BY _____ DATE _____

FOR LAFAYETTE OWNERS CORP.

Garage Rider

The garage, storage, and parking spaces within 69-40 Yellowstone Blvd. are the property of Lafayette Owners Corp. (the "Corporation"). Buyer/Purchaser acknowledges that upon a future sale or transfer of this unit, any parking space and storage space assigned to or used by buyer/purchaser shall revert to the Corporation for use as determined by its Board of Directors. Buyer/Purchaser shall make no representations regarding the availability of the parking space upon future sale or transfer of the unit.

Buyer/Purchaser: _____ Date: _____

Lafayette Owners Corp.

Dear Shareholders/Residents:

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

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

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

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

Very truly yours,
Board of Directors

Lafayette Owners Corp.

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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

HOUSE RULES
THE LAFAYETTE
69-40 YELLOWSTONE BLVD
FOREST HILLS, NY 11375
OCTOBER 2018

FACILITIES AND SERVICES

1. The public halls, stairways and fire escapes of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartment units (each, a "Unit") in the building, and they shall not be obstructed in any way.
2. No public hall of the building shall be decorated or furnished by any Lessee in any manner. If the front door of a Unit is decorated, no adhesive substances are to be used.
3. No personal property, such as umbrellas, shoes, mats, furniture, etc., is allowed to be left outside a Lessee's doorway in the public areas of the building. Nor shall anything be shaken from the doors, windows or terraces. Nor shall anything be placed upon the outer window sills of the building. Nor shall anything be stored on the fire escape. If anything is found in these public areas, it will be removed by the staff. The Lessor shall not be responsible for any loss of personal property.
 - (a) Air conditioners ("AC"). An AC may be placed in a window. If a single-width window opens onto a fire escape, it cannot be closed off by placing an AC in it. If a double-width window opens onto a fire escape, and one of its windows is closed off by placing an AC in it, that AC cannot extend beyond the plane that is the brick façade covering the building. Every AC must be securely mounted in a window in accordance with NYC Department of Building ("NYCBD") guidelines using a NYCBD-approved bracket. If Lessor receives a fine for an improper AC installation, that fine will be passed on to Lessee.
4. No awnings shall be used in or about the building except those that have been expressly approved by the Lessor or its managing agent in advance and in writing. Nor shall anything be projected out of any window of the building, including cables or wires of any kind, without similar approval.
5. No sign, notice, advertisement or illumination shall be inscribed or hung on or at any window or other part of the building, except as same shall have been approved in advance and in writing by the Lessor or its managing agent.
6. No tricycles, bicycles, scooters, roller blades, skate boards, baby carriages, strollers, shopping carts or similar wheeled vehicles shall be allowed in the lobby and the same shall enter only through the service or garage entrance. None of the above mentioned shall be allowed to stand in the public halls, passageways, areas, lobby, courts or garage of the building.

7. No patient of any doctor who has offices in the building shall be permitted to wait in the lobby.
8. Children shall not play in the public halls, fire escapes, courts, stairways, lobby, garage, elevators or building entrances.
9. Any delivery requiring a hand cart, dolly, trolley or similar device to arrive to its destination requires check-in with the doorman and must be delivered through the basement service entrance.
10. Trash chute rooms shall not be used for any purposes other than those for which they have been constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the trash rooms or dumped down the chute. The cost of repairing any damage resulting from misuse of any trash rooms, chutes, compactor room equipment or other apparatus shall be paid for by the Lessee in whose Unit it shall have originated. (See House Rule 30 for further information)
11. Emergencies. Lessee shall promptly heed any request from the Lessor or its managing agent to allow entrance to the Unit of the Lessee for the purpose of taking the actions necessary to cure any emergency, such as fires, water, smoke, gas leak and pests:
 - (a) Contact Information. Lessee must give their contact information to the doorman. It is Lessee's responsibility to keep this information up to date;
 - (b) Keys. Lessee is required to provide a key to their Unit (See House Rules 33(a) – (c) for rules governing the handling of keys). That key can be a copy left either (i) with the Superintendent or (ii) with another Lessee whose complete contact information is on file with the doorman; and
 - (c) Access. In the event of an emergency, Lessor will attempt to contact the Lessee(s) whose Unit is involved in the emergency.
12. Deliveries. Lessee may move in/out only on Mondays through Fridays. Move in/out begins at 9:00 AM and must be completed by 5:00 PM. The Superintendent must be notified in advance of any move in/out activities, and of any deliveries associated with this activity. The current move in/out fees will apply.
13. All deliveries, such as new furniture or appliances, must be coordinated with the doorman, must be made through the service entrance, and must take place Mondays through Fridays, between the hours of 9:00 AM to 5:00 PM, or on Saturdays, between the hours of 9:00 AM to 12:00 PM.
14. There is no smoking in any of the public spaces of the building, including hallways, elevators, laundry room, garage and/or the basement.

15. All maintenance and any other fees are due by the tenth (10th) of every month. Failure to make payment by the above deadline will result in the following current administrative fees:

1 st month arrears:	\$50.00
2 nd month arrears:	additional \$150.00
3 rd month arrears:	additional \$300.00

Any maintenance and/or any other fees not paid timely shall be subject to interest, costs and other remedies as provided in the Proprietary Lease. All accounts with arrears over 90 days shall be subject to immediate legal action and accrue a 9% annual interest penalty.

16. Any legal fees accrued by the Lafayette Owners Corporation ("Lafayette Owners Corp.") in connection with the prosecution of any legal matter against a shareholder, the defense of any legal matter brought by a shareholder, or for the collection of maintenance charges and administrative fees will be charged back to the shareholder as additional maintenance.
17. Repair procedure. Lessee is required to complete a Work Order Form ("Form"), which can be obtained at the doorman's desk, for all routine, non-emergency repairs.
- (a) Give the completed Form to the doorman. The doorman will give a copy of the Form back to the Lessee;
 - (b) Only one repair should be requested at a time. In this way, the Superintendent will be better able to prioritize the work schedule;
 - (c) Repairs will be scheduled and carried out as the work schedule allows;
 - (d) Upon completion of the repair, Superintendent will complete the bottom of the Lessee's receipt and leave it with the Lessee; and
 - (e) Lessee will also complete the bottom of the Superintendent's work order and leave it with the Superintendent.
 - (f) There are two kinds of repairs:
 - (i) Those repairs that need to be done on anything that falls between the walls, floor and ceiling of the Lessee's Unit. These repairs are the responsibility of the Lessee to cure. (See the "Proprietary Lease" for Lessee responsibilities);
 - (A) Should Lessee hire Lessor's employees to handle the repair, the arrangement is entirely between Lessee and employee;
 - (B) Such repairs will be handled just as if they were being done by an outside contractor. Consequently, the scope of the work may require approval of the Lessor. (See House Rule 40 concerning use of employees); and
 - (ii) Those repairs that affect the integrity and functioning of the building. These repairs are the responsibility of the Lessor to cure. (See the "Proprietary Lease" for Lessor responsibilities).

18. Alteration Application. Any shareholder wishing to refurbish, alter, renovate or in any way "fix up" their unit must submit an application to the Lessor's managing agent. Such application may require a fee(s) and/or approval of the Board of Directors ("Directors").
19. Insurance. Every Lessee must carry homeowner's insurance. The obtaining and maintaining of such a policy of homeowner's insurance is and shall be a condition precedent to the maintaining of any action against the Lafayette Owners Corp., its agents, Directors, or employees. The policy must name the Lafayette Owners Corp. as an additionally insured beneficiary. The policy must be renewed every year, and a copy of the valid and current policy must be filed with the Lessor's managing agent.
20. Garage. See Annex A – Garage Policy.
21. Health Club. See Annex B – Health Club Rules.
22. Laundry Room. The Lessee shall use the available laundry facilities only upon such days and during such hours as is posted by the Lessor or its managing agent.
23. Bicycle Storage. Bicycle storage is available on a first come, first served basis. Check with the Lessor's managing agent regarding availability and fees.
24. Lessor shall have the right from time to time to curtail or relocate any space devoted to the health club, storage or laundry purposes.
25. Any consent or approval given under these House Rules by the Lessor may be revocable at any time.

RESIDENT'S RESPONSIBILITIES

26. If a Unit resident (Unit owner) is not present in their Unit for a period of 24 (twenty-four) hours or more, no guest(s) is allowed to be in the Unit.
27. Complaints regarding the service or any operating problem of the building should be made in writing to the Lessor's managing agent.
28. Residents must refrain from any action that would cause risk and/or defacement of the building and its grounds.
29. Noise:
 - (a) No Lessee shall make or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or conveniences of other Lessees. No Lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph, radio, television loudspeaker or any other audio equipment in such Lessee's Unit between the hours of 11:00 PM and the following 8:00 AM; and

- (b) No construction or repair work or other installation involving noise shall be conducted in any Unit except on weekdays between the hours of 9:00 AM to 5:00 PM, and on Saturdays between the hours of 9:00 AM to 4:00 PM. No after-hours work will be tolerated.
30. Refuse. Lessees must dispose of their garbage and refuse in accordance with the Lafayette House Rules and the New York City Sanitation Code. Any Lessee that does not properly do so will be subject to an administrative fee:
- (a) Refuse collection areas: There are three places for garbage, trash and refuse. One is down the chute located in chute rooms located on the Lessee's floor of occupancy. Another is in the appropriate recycling receptacle and diaper pail located in each chute room. Lastly, are the collection areas located in the basement: one is on the A (south) side of the building at the side wall near the boiler room, and the other is on the B (north) side of the building at the side wall next to the elevator;
 - (b) Place household trash and garbage in leak-free plastic bags that, when closed, will fit the mouth of the chute. Garbage bags should be tied shut and completely drip-free when taken out of the Unit, carried to a chute room, and dropped down the chute;
 - (c) Garbage bags that cannot fit the chute should be tied shut and be completely drip-free when taken out of the Unit, carried downstairs to the basement, and left in the appropriate refuse collection area;
 - (d) Recyclables are to be disposed of according to the rules of the "New York City Recycling Program". Those rules are posted on signs located in each chute room. Appropriate receptacles – one for plastic/glass, one for metal, and one for paper – are located in every chute room. Read the signs, learn what is recyclable, what is not, and deposit the appropriate materials in the appropriate receptacle. Bottles, cans, and other containers should be clean and dry before being placed in a recycling container. Do not dump recyclable materials down the chute;
 - (e) All large cartons, boxes, crates — break them down — as well as sticks of wood, appliances or other large solid matter are to be taken to a refuse collection area. Do not stuff this material into the chute room;
 - (f) Anyone wishing to dispose of any furniture or appliance larger than a toaster should contact the Superintendent in advance;
 - (g) Under no circumstances should flammable or hazardous materials (such as paint cans, aerosol cans or any other flammable, explosive objects) be dropped down the chute. Do not pour such materials down a sink, shower drain or toilet. Contact the Superintendent for proper disposal;
 - (h) Do not drop a bag of pet litter down the chute. Place it in a sturdy plastic bag, take it to the basement, and leave it in a refuse collection area;
 - (i) Diapers must be bagged tightly and placed in the appropriate receptacle. Do not dump them down the chute;
 - (j) Vacuum cleaner bags must never be emptied down the chute. Such bags, as well as any dust, dirt, etc., should be placed in a securely-tied bag or package before being dropped down the chute;
 - (k) Have the doorman notify the Superintendent or the porters about any drippings or other moist refuse that appears in the chute rooms and/or corridors;

- (l) Mattresses: Do not leave mattresses in the basement if you have not put them in an appropriate bag. Contact the Superintendent if you have any questions on this matter;
- (m) Christmas tree: Dispose of your Christmas trees on the day that NYC designates as a tree pickup day. Check with the Superintendent to determine the exact day. Residents are responsible for cleaning up any dropped needles, drippings or other residue left by tree disposal; and
- (n) Questions: If you have any questions concerning how to dispose of your refuse, ask any of the doormen, the Superintendent or Lessor's managing agent.

31. Terraces:

- (a) No Lessee shall install any plantings or indoor/outdoor carpeting on the terrace without the prior written approval of the Lessor. Plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least 2 inches from the terrace and if adjoining a wall, at least 3 inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least 3 inches from the parapet wall flashing, with a floor of drainage tiles and suitable weep holes at the sides to draw off water. It shall be the responsibility of the Lessee to maintain the containers in good condition and the drainage tiles and weep holes in operating condition;
- (b) No open flames are permitted in any area inside the Unit or on any terrace as mandated by the NYFD;
- (c) No hanging plants are permitted without the prior written approval of the Lessor;
- (d) No appliances nor storage bins shall be permitted on the terrace;
- (e) Lessees are not permitted to paint any walls/floors/ceilings of terraces. Violators will be charged an administrative fee and a removal fee. Existing painted terraces must be restored to their natural state prior to the sale of the Unit; and
- (f) Enclosed terraces are the sole responsibility of the Unit owner.

32. Pets:

- (a) No bird or animal shall be kept or harbored in the building unless the same in each instance has been approved in writing by the Lessor; such permission shall be revocable by the Lessor;
- (b) No pigeons, other birds or animals shall be fed from the window sills, terraces, yards, court spaces, public portions of the building, or on any sidewalk or street adjacent to the building; and
- (c) Dogs. See Annex C – Dog Policy.

33. Keys:

- (a) Shareholders are required to provide a set of Unit keys to the Superintendent or another Lessee. They will be kept in a secure location and will be used to gain access to a Unit only in case of any emergency as determined by the Superintendent, Lessor or Lessor's managing agent. If an emergency occurs and there are no keys

- on file with the Superintendent, the Lessee will be responsible for any damage caused to the Unit's front door in an effort to gain access to the Unit;
- (b) Lessee is responsible for providing new keys to the Superintendent when locks are replaced;
 - (c) Any keys distributed to Non-Lessees must be authorized and registered by the Lessee with the doorman. If a Non-Lessee holds a key to a Lessee's Unit, but is not registered with the doorman, then they are required to present photo ID and sign in with the doorman; and
 - (d) The Superintendent will not open any Lessee's Unit for anyone unless authorized to do so by the Lessee.
34. Subleasing. See Annex D – Sublet Policy.
35. No radio or television aerials shall be attached to or hung from the exterior of the building and no satellite dishes shall be installed.
36. Unless expressly authorized by the Lessor in each case, the floors of each Unit must be covered with rugs or carpeting or equally effective noise reducing material to the extent of at least 80% of the floor area of each room excepting only kitchens and bathrooms. If new wood flooring is laid down, and a sound-deadening material that meets noise abatement criteria is installed as well, it will be admissible that, with proof of such installation, such flooring will override the need for surface carpeting.
37. No group tours, exhibition, showing or open house of any Unit or its contents shall be conducted, nor shall any auction sale be held in any Unit without the consent of the Lessor or its managing agent.
38. No person shall use or enter upon any roof or any roof structure at any time unless in case of an extreme emergency.
39. No Lessee shall send any employee of the Lessor out of the building on any private business of the Lessee unless directed to do so by supervising staff.
40. No employee of the Lessor may be used by any Lessee for the private business of any Lessee without the prior written consent of the Directors having first been obtained in each instance.

Annex A ¶ Garage Policy

1. No vehicle belonging to a Lessee, family member, guest, subtenant or employee of a Lessee shall be parked in a manner as to impede or prevent ready access to any entrance of the building;
2. "Garage Spot" means the one (1) numbered parking space located in the basement of The Lafayette, along with its one (1) associated storage locker located in the basement of The Lafayette, that is rented by a Lessee of the Lessor;
3. No vehicle belonging to a Lessee, family member, guest, subtenant or employee of a Lessee shall be parked in any area of the garage not designated as the Garage Spot which that Lessee has the right to occupy;
4. Garage Spot Lessees must keep their vehicles in good repair and shall be responsible for preventing any oil or other fluid leakage on the garage floor. Any fees associated with cleaning up a leakage will be charged back to the Garage Spot Lessee;
5. When a Garage Spot becomes available, the next Lessee on the waiting list is notified of that availability. If that Lessee is not prepared to accept the said Garage Spot at that time, the Lessee's name will be moved to the bottom of the waiting list. However:
 - (a) If Lessee does not have a vehicle at the very time that the Garage Spot becomes available, Lessee can accept the Garage Spot, pay its rent, and have access to the storage locker associated with the rented Garage Spot;
6. Once a Garage Spot is granted to a Lessee, Lessee is required to hold, in the Lessee's name: current vehicle registration, have current license plates affixed, and have an insurance policy in effect. A copy of the vehicle's registration and insurance must be submitted to Lessor's managing agent. Upon every renewal period, the current and valid registration and insurance certificate must be submitted to Lessor's managing agent;
7. Any Lessee in arrears of 60 or more days for submitting current and valid vehicle registration and insurance, or for paying their Garage Spot rent, shall automatically forfeit their Garage Spot and be subject to legal action for the removal of the vehicle and all fees incurred in connection therewith;
8. If any Lessee, at any time, is determined to be subleasing their Garage Spot, such Lessee shall immediately lose their parking privileges and will be subject to legal action for the removal of the vehicle and all fees incurred in connection therewith;
9. Storage of personal property is not permitted except in the storage locker associated with Lessee's rented Garage Spot;
10. No vehicle is to be turned on and left running in the garage;
11. Washing cars or using the hose in the garage is not permitted;
12. No refuse, trash or garbage should be placed in the fire buckets;

13. Doors to the garage should be closed at all times for security and safety reasons; and
14. The Lessor has the authority to request that garage Lessees vacate their Garage Spots on a temporary basis while maintenance, repair and/or cleaning are required.

Annex B ¶ Health Club Rules

Each member is required to comply with the following rules. Non-compliance may result in termination of your membership. No refunds will be provided in the event of termination.

1. The Health Club has 24 hour availability and is subject to change at the Director's discretion. Any changes will be posted in advance on the Health Club bulletin board.
2. To enter Health Club, swipe Key Card in front of Card Reader located to the left of the entrance door. Do **NOT** touch the Card Reader.
3. The Health Club is electronically monitored for break-ins or illegal/unauthorized entry. **DO NOT HOLD THE HEALTH CLUB DOOR OPEN AND DO NOT ALLOW ANYONE WITHOUT A KEY CARD INTO THE FACILITY.**
4. Only Lafayette residents 16 years of age or older and in good standing are permitted to use the Health Club and **MUST** have their Key Card on them **AT ALL TIMES** when inside the facility. **GUESTS ARE NOT PERMITTED.**
5. Key Cards are available through the management office for a fee of \$10.00 per Key Card. Key Cards are not transferable. If your Key Card is lost or stolen, contact the managing office immediately. In the event that the monitoring system is upgraded, you may be required to purchase a new Key Card.
6. Proper exercise attire must be worn at all times while using the Health Club.
7. Absolutely no food or beverages are permitted in the Health Club. Plastic water bottles are the **ONLY** exception.
8. Any audio devices must be used with headphones.
9. The Health Club is a NO SMOKING facility.
10. **Exercise equipment is available on a first come first serve basis. Please be courteous to your fellow members and limit your time to 30 minutes per equipment if others are waiting.**
11. Place dumbbells and free weights back on the racks when finished. Do not throw or drop weights on the floor. Remove all weights from machines when finished and return them to their designated racks. Please use a "Spotter" when lifting weights. This will help reduce the risk of injury.
12. Report all equipment failures and breakage to the management office or Superintendent as soon as possible. Fill out the Lafayette Incident Report located on the Health Club bulletin board immediately.
13. Any person causing damage to the equipment or not in compliance with Health Club Rules will automatically lose Health Club privileges. Damages for repairs will be assessed

against the Unit for which the Key Card is issued. Collection will be in the same manner as for maintenance, which may result in a lien placed on the Unit.

14. You **MUST** wipe off equipment when done using it and dispose of all trash in the receptacle provided. When leaving the Health Club, and if there is no one else using the Health Club, please turn off the fans and air conditioner. The televisions automatically turn off at 12:00 AM.
15. Please keep the hand sanitizing station clean and clear of debris and paper towels.
16. All Health Club members must read, understand, and abide by the Health Club Rules.
17. All Health Club members are responsible for all fees due for their membership in the Health Club.
18. Any Lessee who provides Health Club membership to a sub-Lessee, must abide by Policy Number 10 of the Sublet Policies.

Annex C ¶ Dog Policy

1. The Lafayette Owners Corp. Dog Policies (“Policies”) pertain to any dog that dwells at The Lafayette (a “Dog”).
2. Any shareholder with a Dog (a “Caregiver”), must submit a registration form (the “Registration”) to Lessor’s managing agent, Kaled Management Corp. Only when the Registration has been accepted and approved will a Dog be permitted to dwell in its Caregiver’s Unit at The Lafayette:
 - (a) No more than one (1) Dog may dwell in any one (1) Unit;
 - (b) Caregivers should fill out the Registration as completely as possible. If ever a Dog is left alone at home and should need assistance, the Directors wants to be able to contact its Caregiver as soon as possible;
 - (c) Caregivers must re-register their Dog every year; and
 - (d) Upon registration of a Dog, Caregiver shall provide Kaled Management Corp. with proof of homeowners’ insurance and shall, at all times during the term of their tenancy and at Caregiver’s expense, provide and keep in force with insurers approved by the Lafayette Owners Corp. such comprehensive public liability insurance protecting the Lafayette Owners Corp. and Kaled Management Corp. against any and all liability occasioned by the harboring of the pet, in the sum of no less than \$1,000,000.00. Caregivers shall not cancel such insurance except upon prior notice to the Lafayette Owners Corp. and Kaled Management Corp. The Lafayette Owners Corp. and Kaled Management Corp. shall be named as additional insured.
3. Caregivers will not be allowed to register a Dog if it is of a species or breed which, when fully mature, exceeds 35 pounds in weight.
4. No animals in the common areas and grounds of The Lafayette (the “Building”) shall be kept, bred or used for any commercial purpose.
5. All Dogs must be licensed pursuant to New York City Law and shall wear the numbered collar tag that attests to its registration.
6. All Dogs must be vaccinated for rabies pursuant to New York State and New York City Law and wear the numbered collar tag that attests to its vaccination.
7. All Dogs must be spayed or neutered by six months of age.
8. No Dogs are to be left unattended on any balconies.
9. All Dogs must enter and leave the building by way of the service entrance.
10. No Dog shall be allowed to become a nuisance or create any unreasonable disturbance. Examples of nuisance behavior for the purposes of this paragraph are a Dog:
 - (a) whose unruly behavior causes personal injury or property damage;

- (b) who makes noise continuously and/or incessantly for a period of ten (10) minutes or intermittently for one (1) hour or more to the disturbance of any person at any time of day or night;
 - (c) who, while in the Building, is not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six (6) feet in length or in a pet carrier;
 - (d) who relieves itself on any part of the Building;
 - (e) who exhibits aggressive or other dangerous or potentially dangerous behavior; and
 - (f) who is conspicuously unclean or parasite-infested.
11. Caregivers are responsible for remedying any damage caused in the Building by their Dog.
 12. Caregivers are responsible for cleaning up any urine, feces or any other bodily fluid ("Waste") that its Dog leaves anywhere in the Building. Since such waste may disturb if not offend a Dog's neighbors, Caregiver is to sanitize affected areas as quickly as possible. Neither the Superintendent nor the Building staff shall be responsible for the cleaning of any Waste deposited by a Dog in the Building. It is the full responsibility of the Caregiver to remedy any damage caused by any cleaning chemicals or other such materials that they used in the attempt to clean up Waste, or to repair any Dog-caused damage.
 13. Waste must be securely double-bagged in durable, sturdy bags and deposited in the diaper pails located in the building's trash chute rooms.
 14. At no time shall the Superintendent or the Building staff walk, feed or care for a Dog.
 15. If a Caregiver hires a person to care for their Dog (a "Sitter"), and said Sitter is not a Lafayette Shareholder:
 - (a) Caregiver must notify the doorman within 24 hours of such Sitter's visit to the Building;
 - (b) Caregiver may give a Sitter the key to their Unit. Under no circumstances will a Caregiver compromise the security of the building and give a Sitter a key to the front or service entrance door. Sitters will first enter the building through the front door of the Lobby when the doorman is on duty. The doorman will match them up with the notification provided by the Caregiver. Since Dogs can only come in and out of the building by way of the service entrance, Dogs and their Sitters may only return to the building when the doorman is on duty, is able to see and identify them, and open the door lock to admit them into the building;
 - (c) Caregivers are responsible for making sure that their Sitters are responsible, and that they understand, adhere to and abide by Lafayette House Rules and the Dog Policies. Caregivers are liable for their Sitter's violations of Policies;
 - (d) Should a shareholder take care of a neighbor's Dog, that shareholder becomes the Dog's Caregiver. At that point, that Caregiver-shareholder is liable and responsible for the behavior and actions of the Dog and must adhere to and abide by these Policies.
 16. Shareholders and Caregivers are responsible for the Dog of guests (a "Guest Dog") who visit their Unit:

- (a) Guest Dogs are subject to the same Policies as are Dogs; and
 - (b) During a visit, there can be no more than two (2) dogs in any one (1) Unit.
- 17. No Guest Dog may stay in any Unit for more than 24 hours.
- 18. Caregivers agree to indemnify, hold harmless, and defend the Lafayette Owners Corp. against liability, judgments, expense or claims by third parties for injury to a person or damage to property caused by a Caregiver's Dog.
- 19. Enforcement:
 - (a) Any Building staff or managing agent personnel observing an infraction of any of these Policies shall discuss the infraction in a neighborly fashion with the Dog's Caregiver in an effort to secure voluntary compliance. If the complaint is not resolved, it must be put in writing, signed, and presented to the doorman who, in turn, will present it to the Directors. The Directors will take such action as it determines appropriate in response to any violation;
 - (b) If upon the third (3rd) violation the problem is still unresolved, arrangements will be made for a hearing. (At the Directors' discretion, immediate arrangements for a hearing may be made if the nature of the complaint involves personal injury or the imminent threat thereof.) At its discretion, the Directors may require the permanent removal of any Dog, if such Dog is determined by the Directors to be a nuisance or a danger to the housing community and its residents;
 - (c) If so determined, the Dog's Caregiver will have to remove its Dog from the Building. The Directors also has the authority to assess and collect fines for violations of any Policies and House Rules that pertain to Dogs and to assess and collect amounts necessary to repair or replace damaged areas or objects; and
 - (d) To that end, the Directors has directed that a one-time, \$250.00 deposit (the "Deposit") be made with the first, initial Registration that is submitted for consideration and approval. Monies will be dunned from the Deposit to settle any infractions of Policies. Once dunned, the Deposit must (a) be "refunded" within ninety 90 days and (b) not be allowed to drop below \$100.00. If not refunded, re-registrations could be denied.
- 20. The Directors will enforce a "One, you're done" rule. If the Directors determine that a Dog has bitten another Dog or any person in the Building, it will hold its Caregiver liable for its Dog's actions, and order the immediate removal of such a Dog from the Building.

Annex D ¶ Sublet Policy

1. Lessee must be current in its obligations to the Lafayette Owners Corp. (including payments of any and all amounts due on their account, including maintenance, assessments, and other charges) in order for a sublet to be considered. If Lessee is delinquent in their obligations, no sublease will be considered until a Lessee is in good standing.
2. Lessee must reside in their Unit for two (2) years before any proposed sublet will be considered by the Directors.
3. A monthly sublet fee, calculated at 20% of the monthly maintenance, will be billed to Lessee's account.
4. Within any five-year period, Lessee may only sublet for two (2) one-year terms. Each and every one-year sublease shall be subject to the Director's approval.
5. At the end of the second one-year sublease in a five-year period, the unit must be occupied by the Lessee, or left vacant, for a period of three (3) years.
6. Any Lessee that wishes to sublease their Unit must contact the Director's managing agent for a sublet package. All sublet applications must be approved by the Directors. An interview with the Directors, at which all subtenants must be present, is required.
7. No subtenant may have a roommate move into the Unit unless previously approved by the Directors.
8. Subtenant must read, understand, and abide by the House Rules.
9. No subtenant may maintain any pets in the Unit.
10. It shall be the responsibility of any Lessee who has a subtenant who wishes to avail themselves of additional building services to make arrangements through the building's Directors or managing agent for such services. Requests for additional services made directly by the subtenant to either of the Directors, or to the managing agent or other building personnel shall not be entertained. Upon making such arrangements, the Lessee shall be directly responsible to the Lafayette Owners Corp. for any and all dues, fees, expenses, charges, costs, damages and the like resulting from said arrangements and from the subtenants use thereunder, which shall be billed directly to the Lessee on their monthly statement.
 - (a) Any Lessee whose subtenant shall avail themselves of additional building services without the approval of the Lessee, the Directors or the managing agent shall nonetheless be directly responsible to the Lafayette Owners Corp. for any and all fees, expenses, charges, costs, damages and the like resulting from same.
 - (b) Nothing in this Rule shall be construed to bestow any right upon any subtenant, nor shall it be construed to place any obligation or burden upon the Directors, the Lafayette Owners Corp., or the managing agent to provide any such services to a subtenant. Such additional services shall be provided at the Director's discretion,

shall be revocable at any time, and shall include, but are not limited to, membership privileges for the building's gym, bicycle storage fees, and the issuance and/or replacement of keys and key fobs.

11. Any unresolved violations of the Sublet Policy or House Rules by Lessee and/or Lessee's subtenant may result in the immediate termination of the sublease and the eviction of the subtenant.
12. If any Lessee is determined to be illegally subleasing their Unit, such Lessee shall immediately be subject to legal action for the eviction of the subtenant, for all fees and fines incurred in connection therewith, and the possible termination of their Proprietary Lease.



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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. 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, 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, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, WHY IS IT EXEMPT FROM THAT LAW? (PLEASE MARK ALL APPLICABLE EXEMPTIONS)

☐ A. Village/Town/City outside of New York City has not adopted good cause eviction under section 213 of the Real Property Law;

☐ B. Unit is owned by a "small landlord," as defined in subdivision 3 of section 211 of the Real Property Law, who owns no more than 10 units for small landlords located in New York City or the number of units established as the maximum amount a "small landlord" can own in the state by a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, or no more than 10 units, as applicable. In connection with any eviction proceeding in which the landlord claims an exemption from the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, on the basis of being a small landlord, the landlord shall provide to the tenant or tenants subject to the proceeding the name of each natural person who owns or is a beneficial owner of, directly or indirectly, in whole or in part, the housing accommodation at issue in the proceeding, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence. If the landlord is an entity, organized under the laws of this state or of any other jurisdiction, then such landlord shall provide to the tenant or tenants subject to the proceeding the name of each natural person with a direct or indirect ownership interest in such entity or any affiliated entity, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence (exemption under subdivision 1 of section 214 of the Real Property Law);

☐ C. Unit is located in an owner-occupied housing accommodation with no more than 10 units (exemption under subdivision 2 of section 214 of the Real Property Law);

☐ D. Unit is subject to regulation of rents or evictions pursuant to local, state, or federal law (exemption under subdivision 5 of section 214 of the Real Property Law);

☐ E. Unit must be affordable to tenants at a specific income level pursuant to statute, regulation, restrictive declaration, or pursuant to a regulatory agreement with a local, state, or federal government entity (exemption under subdivision 6 of section 214 of the Real Property Law);

☒ F. Unit is on or within a housing accommodation owned as a condominium or cooperative, or unit is on or within a housing accommodation subject to an offering plan submitted to the office of the attorney general (exemption under subdivision 7 of section 214 of the Real Property Law);

☐ G. Unit is in a housing accommodation that was issued a temporary or permanent certificate of occupancy within the past 30 years (only if building received the certificate on or after January 1st, 2009) (exemption under subdivision 8 of section 214 of the Real Property Law);

☐ H. Unit is a seasonal use dwelling unit under subdivisions 4 and 5 of section 7-108 of the General Obligations Law (exemption under subdivision 9 of section 214 of the Real Property Law);

☐ I. Unit is in a hospital as defined in subdivision 1 of section 2801 of the Public Health Law, continuing care retirement community licensed pursuant to Article 46 or 46-A of the Public Health Law, assisted living residence licensed pursuant to Article 46-B of the Public Health Law, adult care facility licensed pursuant to Article 7 of the Social Services Law, senior residential community that has submitted an offering plan to the attorney general, or not-for-profit independent

retirement community that offers personal emergency response, housekeeping, transportation and meals to their residents (exemption under subdivision 10 of section 214 of the Real Property Law);

___J. Unit is a manufactured home located on or in a manufactured home park as defined in section 233 of the Real Property Law (exemption under subdivision 11 of section 214 of the Real Property Law);

___K. Unit is a hotel room or other transient use covered by the definition of a class B multiple dwelling under subdivision 9 of section 4 of the Multiple Dwelling Law (exemption under subdivision 12 of section 214 of the Real Property Law);

___L. Unit is a dormitory owned and operated by an institution of higher education or a school (exemption under subdivision 13 of section 214 of the Real Property Law);

___M. Unit is within and for use by a religious facility or institution (exemption under subdivision 14 of section 214 of the Real Property Law);

___N. Unit has a monthly rent that is greater than the percent of fair market rent established in a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York Good Cause Eviction Law, or 245 percent of the fair market rent, as applicable. Fair market rent refers to the figure published by the United States Department of Housing and Urban Development, for the county in which the housing accommodation is located, as shall be published by the Division of Housing and Community Renewal no later than August 1st in any given year. The Division of Housing and Community Renewal shall publish the fair market rent and 245 percent of the fair market rent for each unit type for which such fair market rent is published by the United States Department of Housing and Urban Development for each county in New York State in the annual publication required pursuant to subdivision 7 of section 211 of the Real Property Law (exemption under subdivision 15 of section 214 of the Real Property Law);

3. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES, WHAT IS THE LANDLORD'S JUSTIFICATION FOR INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES? (A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent.)

(PLEASE MARK AND FILL OUT THE APPLICABLE RESPONSE)

___A. The rent is not being increased above the threshold for presumptively unreasonable rent increases described above:

___B. The rent is being increased above the threshold for presumptively unreasonable rent increases described above:

___B-1: If the rent is being increased above the threshold for presumptively unreasonable rent increases described above, what is the justification for the increase:

4. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS NOT RENEWING A LEASE, WHAT IS THE GOOD CAUSE FOR NOT RENEWING THE LEASE? (PLEASE MARK ALL APPLICABLE REASONS)

___A. This unit is exempt from Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, for the reasons stated in response to question 2, above (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED):

___B. The tenant is receiving this notice in connection with a first lease or a renewal lease, so the landlord does not need to check any of the lawful reasons listed below for not renewing a lease under Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED):

___C. The landlord is not renewing the lease because the unit is sublet and the sublessor seeks in good faith to recover possession of the unit for their own personal use and occupancy (exemption under subdivision 3 of section 214 of the Real Property Law):

___D. The landlord is not renewing the lease because the possession, use or occupancy of the unit is solely incident to employment and the employment is being or has been lawfully terminated (exemption under subdivision 4 of section 214 of the Real Property Law):

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

___F. The landlord is not renewing the lease because the tenant is violating a substantial obligation of their tenancy or breaching any of the landlord's rules and regulations governing the premises, other than the obligation to surrender possession of the premises, and the tenant has failed to cure the violation after written notice that the violation must cease within 10 days of receipt of the written notice. For this good cause to apply, the obligation the tenant violated cannot be an obligation that was imposed for the purpose of circumventing the intent of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law. The landlord's rules or regulations that the tenant has violated also must be reasonable and have been accepted in writing by the tenant or made a part of the lease at the beginning of the lease term (good cause for eviction under paragraph b of subdivision 1 of section 216 of the Real Property Law):

___G. The landlord is not renewing the lease because the tenant is either (a) committing or permitting a nuisance on the unit or the premises; (b) maliciously or grossly negligently causing substantial damage to the unit or the premises; (c) interfering with the landlord's, another tenant's, or occupants of the same or an adjacent building or structure's comfort and safety (good cause for eviction under paragraph c of subdivision 1 of section 216 of the Real Property Law);

___H. The landlord is not renewing the lease because the tenant's occupancy of the unit violates law and the landlord is subject to civil or criminal penalties for continuing to let the tenant occupy the unit. For this good cause to apply, a state or municipal agency having jurisdiction must have issued an order requiring the tenant to vacate the unit. No tenant shall be removed from possession of a unit on this basis unless the court finds that the cure of the violation of law requires the removal of the tenant and that the landlord did not, through neglect or deliberate action or failure to act, create the condition necessitating the vacate order. If the landlord does not try to cure the conditions causing the violation of the law, the tenant has the right to pay or secure payment, in a manner satisfactory to the court, to cure the violation. Any tenant expenditures to cure the violation shall be applied against rent owed to the landlord. Even if removal of a tenant is absolutely essential to the tenant's health and safety, the tenant shall be entitled to resume possession at such time as the dangerous conditions have been removed. The tenant also retains the right to bring an action for monetary damages against the landlord or to otherwise compel the landlord to comply with all applicable state or municipal housing codes (good cause for eviction under paragraph d of subdivision 1 of section 216 of the Real Property Law);

___I. The landlord is not renewing the lease because the tenant is using or permitting the unit or premises to be used for an illegal purpose (good cause for eviction under paragraph e of subdivision 1 of section 216 of the Real Property Law);

___J. The landlord is not renewing the lease because the tenant has unreasonably refused the landlord access to the unit for the purposes of making necessary repairs or improvements required by law or for the purposes of showing the premises to a prospective purchaser, mortgagee, or other person with a legitimate interest in the premises (good cause for eviction under paragraph f of subdivision 1 of section 216 of the Real Property Law);

___K. The landlord is not renewing the lease because the landlord seeks in good faith to recover possession of the unit for the landlord's personal use and occupancy as the landlord's principal residence, or for the personal use and occupancy as a principal residence by the landlord's spouse, domestic partner, child, stepchild, parent, step-parent, sibling, grandparent, grandchild, parent-in-law, or sibling-in-law. The landlord can only recover the unit for these purposes if there is no other suitable housing accommodation in the building that is available. Under no circumstances can the landlord recover the unit for these purposes if the tenant is (a) 65 years old or older; or (b) a "disabled person" as defined in subdivision 6 of section 211 of the Real Property Law. To establish this good cause in an eviction proceeding, the landlord must establish good faith to recover possession of a housing accommodation for the uses described herein by clear and convincing evidence (good cause for eviction under paragraph g of subdivision 1 of section 216 of the Real Property Law);

___L. The landlord is not renewing the lease because the landlord in good faith seeks to demolish the housing accommodation. To establish this good cause in an eviction proceeding, the landlord must establish good faith to demolish the housing accommodation by clear and convincing evidence (good cause for eviction under paragraph h of subdivision 1 of section 216 of the Real Property Law);

___M. The landlord is not renewing the lease because the landlord seeks in good faith to withdraw the unit from the housing rental market. To establish this good cause in an eviction proceeding, the landlord must establish good faith to withdraw the unit from the rental housing market by clear and convincing evidence (good cause for eviction under paragraph i of subdivision 1 of section 216 of the Real Property Law);

___N. The landlord is not renewing the lease because the tenant has failed to agree to reasonable changes at lease renewal, including reasonable increases in rent, and the landlord gave written notice of the changes to the lease to the tenant at least 30 days, but no more than 90 days, before the current lease expired. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published by August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for eviction under paragraph j of subdivision 1 of section 216 of the Real Property Law);

I acknowledge receipt of the Good Cause Eviction Law Notice

Tenant

Date

Tenant

Date

RESOLUTION OF LAFAYETTE OWNERS CORP.

The undersigned hereby certifies that the following resolution was adopted by the Board of Directors of Lafayette Owners Corp., by affirmative vote, at a Board meeting held on March 18, 2025.

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

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

"The Board has approved this Resolution".

Lafayette Owners Corp.

By: Michael Wechsler

Board President

Michael Wechsler

State of New York }
County of ~~Queens~~ Richmond }

On this ²⁴ day of March, 2025 before me personally came Michael Wechsler, to me known, who being duly sworn, did depose and say that he resides at 69-40 Yellowstone Blvd., Apt. 317, Forest Hills, NY 11375; that he is the President of Lafayette Owners Corp., a New York Corporation, the corporation described in and which executed the foregoing resolution; that he knows the seal of said corporation and that the seal affixed to said instrument is such Corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order

Susan M. Rubin
Notary Public

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