

SALES APPLICATION
MIDTOWN MANOR APTS., LTD
211 East 35 Street
New York, NY 10016

Contact Information:

Ms. Susan Rubin
Transfer Agent
Kaled Management Corp.
7001 Brush Hollow Road Ste: 200
Westbury, NY 11590
(516) 876-4800
Fax (516) 780-8331
Susan@Kaled.com
Bldg. # 474

4/2025

Application instructions

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

Guarantors are not allowed

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

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

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

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

All applicants and occupants must attend the interview.

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

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

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

Name _____ Phone _____

Email _____



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

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.**

ALL APPLICATIONS MUST BE RECEIVED NO LATER THAN THE (3rd) THIRD MONDAY OF THE MONTH

- * 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 the Board

- * All prospective Purchasers, Co-applicant and occupants residing in the apartment are subject to application review and or Board interview. Kaled Management Corp. will contact the prospective purchaser for interview upon receipt of an acceptable credit check and application review.

- * Please submit One (1) ***COLLATED COPIES AND ONE (1) ORIGINAL*** (Totaling Two (2) complete packages).

- * **Please remove your social security number from all documents except credit check Authorization. Only put credit authorization in original package.**

- * **Homeowners insurance required as of the date of the closing (Minimum coverage no less than \$300,000.00)**

Incomplete application packages will be returned to the purchaser and or Broker.

APPLICATION PACKAGE CHECKLIST:

All copies must be collated into individual sets in the order listed below. Please staple each category.

* Please note 75% financing is permitted

Contract of Sale, Application and Financial information

- * Copy of the fully executed Contract of Sale (Blumberg Contract Form Preferred) _____
- * Purchase Application including financial schedules _____
- * If purchase is to be financed, bank should provide:
 - (a). Copy of commitment letter and a copy of the Bank Loan Application (fully executed) _____
 - (b) Three executed original recognition agreements (Aztech Form only) _____
- * Financial Statement – Asset and Liability Statement and Yearly Income and Expense Statement (use enclosed form) **please attach supporting documentation (statements)**
- * Copies of the last two years 1040 tax returns complete with W-2 forms
- * Statement from the applicant(s) explaining in details the source of funds for the purchase of apartment.
- * Letter from employer on company letterhead stating position, annual salary and length of employment plus (2) weeks of most recent pay stubs.

Reference Letters:

- * Reference letter from current Landlord or Managing Agent
- * Two (2) professional reference letters for each applicant
- * Two (2) personal reference letters of for each applicant

Forms to be either completed and or signed: (included with this package)

- * Credit Release Authorization/Criminal Authorization
- * Emergency contact form
- * Lead Paint Disclosure Form – to be signed by seller, purchaser, and broker if not included With contract of sale
- * Window Guard Rider
- * Move-In and Move-Out Procedures and Fees
- * House rules signed and dated
- * Carbon Monoxide/Smoke Detector Affidavit
- * Sprinkler Disclosure
- * Coop abatement survey

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 **\$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 of **\$500.00 payable to Midtown Manor Apts., LTD** **(purchaser)**
- * Move in deposit of **\$500.00 payable to Midtown Manor Apts., LTD** which is refundable, if there are no damages during the move in and the house rules were not violated. **(purchaser)**

Fees to be paid at closing

- * Flip tax 2% of the gross selling price payable to **Midtown Manor LTD.** **(seller)**
- * 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 deposit of **\$500.00 payable to Midtown Manor Apts., LTD** which is refundable, if there are no damages during the move out and the house rules were not violated. **(seller)**
- * **\$75.00** for closing attendance fee payable to Susan Rubin **(seller)**
- * **\$75.00** for closing attendance fee payable to Susan Rubin **(purchaser)**

Additional information might be required

INSTRUCTIONS

This form should be completed as follows:

Part I by the prospective Seller (present tenant). If shares are presently owned by more than one person, *Part I* should be signed by each Seller.

Part II by the prospective Purchaser (applicant). A copy of the contract of sale is to be provided by the Purchaser.

If the applicant presently resides at 211 E. 35th Street and is a tenant-stockholder, the applicant may omit the answers to question 18-21 inclusive.

PART I

DATE _____

TO: Board of Directors c/o Kaled Management Corp.

I (We) hereby request the Board of Directors of Midtown Manor Apts. LTD. to approve an assignment of the proprietary lease for Apartment No. _____ at 211 East 35th Street and the sale of _____ shares to the applicant named below in Part II. I (We) warrant that the purchase price stated in the contract of sale provided herewith is the total price being paid in connection with the sale of shares and/or the apartment, its fixtures, its improvements, and its contents.

Seller's Signature

Seller's Signature

Home Telephone Number _____

Note: The seller must sign this and submit with the application. Otherwise the application will not be processed.

PART II

1. Applicant's Name: _____

2. Social Security (last 4 digits): _____

3. Home Address: _____

4. Home Telephone #: _____

5. Name and Address of Employer:

6. Business Telephone: _____

7. Employment: _____

8. Co-Applicant Name: _____

9. Social Security # (last 4 digits) _____

10. Co-Applicant Home Address: _____

11. Co-Applicant Home Telephone Number: _____

12. Name & Address of Co-Applicant Employer: _____

13. Co-Applicant Business # _____

14. Co-Applicant Employment: _____

15. Estimated Annual Income from employment(s):

Applicant: \$ _____

Co-Applicant: \$ _____

From all other sources: \$ _____

Total: \$ _____

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. Applicant's family consists of:

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

Name Relationship Age

_____	_____	_____
_____	_____	_____
_____	_____	_____

21. Number and type of pets that will live in apartment. For dogs indicate species, weight and height.

22. References:
List two references

1. Name _____

Address _____

2. Name _____

Address _____

23. Present Landlord:

Name _____

Address _____

Dates of Occupancy: From: _____ to _____

Rent: _____

24. 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****

25. If you know any persons presently residing at Midtown Manor Apts. Ltd?

Please list their names: _____

26. Schools and colleges attended by applicant, co-applicant and members of family.

***List class and degree in each case:**

27. Address of all additional residences owned or leased:

28. Applicant's Attorney's Name: _____

29. Real Estate Agent's Name: _____

Address: _____

Telephone Number: _____

30. Do you intend to do any renovations or make any improvements in the apartment? If so

please state general nature and approximate cost. _____

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

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

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

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

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

36. List total estimated monthly payments for apartment for first year (including maintenance, co-op loan, utilities) and total sources of estimated monthly income.
Estimated Monthly Payments:

Estimated Monthly Income:

37. Please list amount of life insurance.

Applicant: _____ **Co-Applicant:** _____

38. Please list weekly benefit of disability insurance.

Applicant: _____ **Co-Applicant:** _____

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 Midtown Manor Apts., LTD.

Signature of Applicant: _____

Date: _____

Signature of Co-Applicant: _____

Date: _____

**BALANCE SHEET AT THE LAST DAY OF MONTH IMMEDIATELY PRECEDING
DATE OF APPLICATION**

ASSETS

- | | |
|--|----------|
| 1. CASH | \$ _____ |
| 2. CHECKING ACCOUNTS | \$ _____ |
| 3. SAVINGS ACCOUNTS, MONEY FUNDS | \$ _____ |
| 4. TOTAL CASH, BANKS AND MONEY FUNDS | \$ _____ |
| 5. MARKETABLE SECURITIES (furnish cover sheet showing
balance of most recent statement for any major account) | \$ _____ |
| 6. LIFE INSURANCE NET CASH VALUE (list below) | \$ _____ |
| 7. SUBTOTAL LIQUID ASSETS | \$ _____ |
| 8. NON-MARKETABLE SECURITIES (list below) | \$ _____ |
| 9. REAL ESTATE OWNED (list below) | \$ _____ |
| 10. VESTED INTEREST IN RETIREMENT FUND | \$ _____ |
| 11. NET WORTH OF BUSINESS OWNED | \$ _____ |
| 12. AUTOMOBILES/PLEASURE BOATS (list below) | \$ _____ |
| 13. MARKET VALUE OF FURNITURE &
PERSONAL PROPERTY | \$ _____ |
| 14. NOTES RECEIVABLE | \$ _____ |
| 15. OTHER ASSETS (explain below) | \$ _____ |
| 16. TOTAL ASSETS (explain below) | \$ _____ |

****Please number explanatory material to correspond to numbers on this statement under
the notes section****

BALANCE SHEET AT THE LAST DAY OF MONTH IMMEDIATELY PRECEEDING
DATE OF APPLICATION

LIABILITIES

- | | |
|---|----------|
| 17. INSTALLMENT DEBT PAYABLE
(list below) | \$ _____ |
| 18. OTHER UNSECURED LOANS
(list below) | \$ _____ |
| 19. REAL ESTATE LOANS & MORTGAGES
(list below) | \$ _____ |
| 20. AUTOMOBILE/BOAT LOANS
(list below) | \$ _____ |
| 21. OTHER SECURED LOANS
(list below) | \$ _____ |
| 22. OTHER LIABILITIES (explain below) | \$ _____ |
| 23. TOTAL LIABILITIES | \$ _____ |
| 24. NET WORTH (assets minus liabilities) | \$ _____ |

****NOTES****

ESTIMATED BALANCE SHEET FOR LAST DAY OF MONTH FOLLOWING CLOSING ON
APARTMENT

ASSETS

- | | |
|--|----------|
| 1. CASH | \$ _____ |
| 2. CHECKING ACCOUNTS | \$ _____ |
| 3. SAVINGS ACCOUNTS, MONEY FUNDS | \$ _____ |
| 4. TOTAL CASH, BANKS AND MONEY FUNDS | \$ _____ |
| 5. MARKETABLE SECURITIES (furnish cover sheet showing
balance of most recent statement for any major account) | \$ _____ |
| 6. LIFE INSURANCE NET CASH VALUE (list below) | \$ _____ |
| 7. SUBTOTAL LIQUID ASSETS | \$ _____ |
| 8. NON-MARKETABLE SECURITIES (list below) | \$ _____ |
| 9. REAL ESTATE OWNED (list below) | \$ _____ |
| 10. VESTED INTEREST IN RETIREMENT FUND | \$ _____ |
| 11. NET WORTH OF BUSINESS OWNED | \$ _____ |
| 12. AUTOMOBILES/PLEASURE BOATS (list below) | \$ _____ |
| 13. MARKET VALUE OF FURNITURE &
PERSONAL PROPERTY | \$ _____ |
| 14. NOTES RECEIVABLE | \$ _____ |
| 15. OTHER ASSETS (explain below) | \$ _____ |
| 16. TOTAL ASSETS (explain below) | \$ _____ |

**Please number explanatory material to correspond to numbers on this statement under
the notes section**

ESTIMATED BALANCE SHEET FOR LAST DAY OF MONTH FOLLOWING CLOSING ON
APARTMENT

LIABILITIES

- | | |
|---|----------|
| 17. INSTALLMENT DEBT PAYABLE
(list below) | \$ _____ |
| 18. OTHER UNSECURED LOANS
(list below) | \$ _____ |
| 19. REAL ESTATE LOANS & MORTGAGES
(list below) | \$ _____ |
| 20. AUTOMOBILE/BOAT LOANS
(list below) | \$ _____ |
| 21. OTHER SECURED LOANS
(list below) | \$ _____ |
| 22. OTHER LIABILITIES (explain below) | \$ _____ |
| 23. TOTAL LIABILITIES | \$ _____ |
| 24. NET WORTH (assets minus liabilities) | \$ _____ |

****NOTES****

Addendum to Application-
Projected Monthly Cash Flow Statement
 (Accurate for day after projected closing of sale)

Monthly Inflow		Monthly Outflow	
Net Month Salary (supply latest two consecutive pay stubs)		Monthly maintenance on new apartment	
Self-employed income (if more than 10% above 1/12 IRS Statement,)		Monthly Mortgage payment	
Dividends and interest (reference asset from last quarterly statement)		Monthly assessment	
Rental income, if any. (reference real estate #9, page 11, and submit signed lease copy)		Monthly utilities: Gas, Elec. And Phone	
Other monthly income (specify below, and provide documentation if not already provided)		If owner of other property (page 8)	
		Monthly maintenance	
		Monthly mortgage payment (submit cancelled checks)	
		Garage	
		Estimated monthly living expenses	
		Other liabilities(reference #'s page 10 if annual divide by 12)	
Total Monthly Inflow	\$	Total Monthly Outflow	\$

IF TOTAL MONTHLY OUTFLOW is greater than TOTAL MONTHLY INFLOW please explain below how the deficit will be met.

Applicants Signature

Date:

Note: if there is Co-applicant for apartment purchase or sublet then two addendums must be completed, making appropriate adjustments in maintenance and mortgage.

APPLICATION TO KEEP PET

In order to comply with Midtown Manor Apts., Ltd., permission is hereby requested to keep the below described pet in my premises.

DOG _____ CAT _____ OTHER _____

BREED _____ WEIGHT _____ COLOR _____

NAME OF PET _____ MALE _____ FEMALE _____

RABIES VACCINATION: YES _____ NO _____ DATE _____

NAME OF RESIDENT: _____ APT # _____

EMERGENCY CONTACT FORM

HOME NUMBER

between the hours of

_____ and _____

WORK NUMBER

between the hours of

_____ and _____

ALTERNATE ADDRESS

EMERGENCY CONTACT

Name: _____

Relationship _____

Address: _____

Phone: _____

between the hours of _____ and _____

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 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: _____

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: _____

CREDIT CHECK AUTHORIZATION

NAME: _____

DATE OF BIRTH: _____

SOCIAL SECURITY NUMBER: _____

HOME ADDRESS:
(LAST SEVEN YEARS): _____

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

Signature

Dated

**INFORMATION AND COLLECTION
AUTHORIZATION**

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

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

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

Applicants Signature

Applicants Signature

Dated: _____

Agent for Kaled Management Corp.

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

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(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

Dear Shareholders:

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 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: _____

HOUSE RULES

(1) The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building, and the fire towers shall not be obstructed in any way.

(2) The fire escapes, if any, shall not be obstructed in any way, and used only in the event of a fire or other such emergency.

(3) Children shall not play in the public halls, courts, stairways, fire towers or elevators and shall not be permitted on the roof unless accompanied by a responsible adult.

(4) No public hall above the ground floor of the building shall be decorated or furnished by any Lessee in any manner without the prior consent of all of the Lessees to whose apartments such hall serves as a means of ingress and egress; in the event of disagreement among such Lessees, the Board of Directors shall decide.

(5) No Lessee shall make or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or a radio or television loud speaker in such Lessee's apartment between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if the same shall disturb or annoy other occupants of the building. No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 8:30 a.m. and 5:00 p.m.

(6) No article shall be placed in the halls or on the staircase landings or fire towers, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the window sills of the building.

(7) No awnings, window air-conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the Lessor or the managing agent, nor shall anything be projected out of any window of the building without similar approval.

(8) No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall have been approved in writing by the Lessor or the managing agent.

(9) No bicycles, scooters or similar vehicles shall be allowed in a passenger elevator and baby carriages and the above-mentioned vehicles shall not be allowed to stand in the public halls, passageways, areas or courts of the building.

(10) Messengers and tradespeople shall use such means of ingress and egress as shall be designated by the Lessor.

(11) Trunks and heavy baggage shall be taken in or out of the building through the service elevator.

(12) Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent or the managing agent of the building may direct.

(13) Water closets and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the water closets. The cost of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Lessee in whose apartment it shall have been caused.

(14) No Lessee shall send any employee of the Lessor out of the building on any private business of a Lessee.

(15) No bird or animal shall be kept or harbored in the building unless the same in each instance be expressly permitted in writing by the Lessor; such permission shall be revocable by the Lessor. In no event shall dogs be permitted on elevators or in any of the public portions of the building unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or in the yard, court spaces or other public portions of the building, or on the sidewalk or street adjacent to the building.

(16) No radio or television aerial shall be attached to or hung from the exterior of the building without the prior written approval of the Lessor or the managing agent.

(17) The Lessee shall use the available laundry facilities only upon such days and during such hours as may be designated by the Lessor or the managing agent.

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

(19) Unless expressly authorized by the Board of Directors in each case, the floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms, maid's rooms, closets and foyer.

(20) No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the consent of the Lessor or its managing agent.

(21) The Lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee during 10 days after notice in writing from the Lessor or the managing agent to clean the windows, such cleaning may be done by the Lessor, which shall have the right, by its officers or authorized agents, to enter the apartment for the purpose and to charge the cost of such cleaning to the Lessee.

(22) Complaints regarding the service of the building shall be made in writing to the managing agent or the Lessor.

(23) Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.

(24) No Lessee shall install any plantings on the terrace, balcony or roof without the prior written approval of the Lessor. Plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace, balcony or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. It shall be the responsibility of the Lessee to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.

(25) The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. If the Lessor takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the Lessee, as additional rent.

(26) These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor.

RESOLUTION OF THE BOARD OF DIRECTORS OF
MIDTOWN MANOR APARTMENTS, LTD.

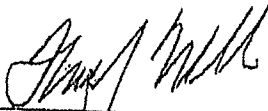
At the meeting of the Board of Directors of Midtown Manor Apartments, Ltd., on August 14, 2013, the following resolution was proposed and approved by unanimous decision of the Board:

WHEREAS Section 4.4(v) of the Shareholder's Agreement and Proprietary Lease authorizes the Board of Directors to "impose requirements for Tenant-Shareholders to carry homeowners' insurance."

NOW THEREFORE LET IT BE RESOLVED, that all Shareholders be required to maintain personal liability coverage in an amount of no less than \$300,000.00 and personal property coverage in an amount of no less than \$30,000.00; and is shall be

RESOLVED FURTHER, that the Board reserves the right to assess a penalty for failure to provide proof of qualifying insurance in a timely manner.

NOW, THEREFORE, this resolution has been submitted and approved by the majority of the Board of Directors and will become effective on March 1, 2014.



Thomas Mele, President

Midtown Manor Apts. Ltd.
211 East 35th Street
New York, NY 10016

August, 2018

Dear Shareholders/Residents:

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

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

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

Thank you for your cooperation and compliance with the Coop's smoking policy and the Act.

Very truly yours,
Board of Directors

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.



NEW YORK CITY FIRE DEPARTMENT

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

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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.



CORPORATE OFFICE
7001 BRUSH HOLLOW ROAD
SUITE 200
WESTBURY, NY 11590
TEL: (516) 878-4800
FAX: (516) 878-6812
WWW.KALED.COM

ASSET MANAGEMENT
767 THIRD AVENUE
SUITE 2028
NEW YORK, NY 10017
(212) 376-5608

EMAIL: INFO@KALED.COM

MEMO

TO: All Residents

FROM: Kaled Management Corp.

DATE: February 1, 2024

RE: **HOMEOWNER'S INSURANCE**

In 2014 the Board instituted a policy requiring all shareholders in Midtown Manor Apartments Ltd. to maintain homeowner's insurance for the protection of individual property and for the property of other residents in the building in the event of an incident for which the shareholder is liable.

Please note that we are in the process of updating these records.

Upon receipt of this memo, kindly provide a copy of your Homeowner's Insurance Policy to Kaled Management Corporation by email to Gturri@kaled.com or leave a copy with the on-duty Doorman.

As a reminder, the policy must have a minimum of \$300,000.00 in personal liability coverage, and a minimum of \$30,000.00 in personal property coverage.

If you do not currently have a policy, please obtain one by March 1, 2024. Proof of homeowner's insurance coverage will be required annually.

Thank you for your cooperation.

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

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

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

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

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

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

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

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

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

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

I acknowledge receipt of the Good Cause Eviction Law Notice

Tenant

Date

Tenant

Date