

APPLICATION FOR PURCHASE

NEW HAMPSHIRE HOUSE CONDOMINIUM

**63-60 102ND St.
Rego Park, NY 11374**

Contact Information:

**Ms. Susan Rubin
Transfer Agent
Kaled Management Corp.
7001 Brush Hollow Road Ste: 200
Westbury, NY 11590
(516) 876-4800 x 313 Fax (516)-780-8313
Susan@Kaled.Com**

#478

3/2024



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.**

Application to Purchase

Unit # _____

Please submit Two (2) sets, one (1) original total of two (2) of the following documents for review by the Board of Managers: Susan Rubin Kaled Management Corp. 7001 Brush Hollow Road Ste: 200 Westbury, NY 11590

1. Completed Application
2. Fully executed Contract of Sale
3. Bank letter of Commitment
4. Photo copy of ID of all residents
5. Landlord letter
6. Current paystub
7. W2 and current Federal income tax return.
8. Sprinkler disclosure rider
9. Lead Paint rider
10. Pet rider
11. Washer/Dryer rider
12. Window guard rider
13. Credit authorization. Must be completed for everyone residing in apartment over (18) Eighteen years of age.
14. Condo Abatement Survey

- * Remove your social security numbers from all documents except credit check authorization.
- * Only put the credit authorization in the original package

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

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

Application to Purchase

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

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

Fees required at time of application

Purchaser to pay an Administration Fee (non-refundable) in the amount of **\$550.00 payable to Kaled Management Corp. (Certified or money order)**

Purchaser to pay two (2) months common charge representing working capital payable to **New Hampshire House Condominium. (Certified or money order)**

Purchaser to pay Date of Closing Notification of **\$50.00 payable to Kaled Management Corp.** (refundable only if condominium does not close) **(Certified or money order)**

Purchaser to pay move in fee of \$1000.00 payable to New Hampshire House Condominium which is refundable, if there are no damages during the move in and the house rules were not violated. **(Certified or money order)**

Fees required at time of closing– (All fees to be paid by Certified Check or Money Order

- **Seller** to pay \$500.00 working capital payable to New Hampshire House Condominium. **(Certified or money order).**
- **Seller** to pay move out fee of \$1000.00 payable to New Hampshire House Condominium which is refundable, if there are no damages during the move in and the house rules were not violated. **(Certified or money order).**
- **Purchaser** to pay two (2) months common charge representing working capital payable to **New Hampshire House Condominium. (Certified or money order)**

New Hampshire House Condominium

C/O Kaled Management Corp.

7001 Brush Hollow Road

Westbury, NY 11590

Tel: (516)876-4800

Fax: (516)876-6812

Unit # _____

Seller:
Address:
Telephone Number:

Purchaser:
Address:
Telephone Number:

Seller's Attorney:
Address:
Telephone Number:
Fax Number:

Purchaser's Attorney
Address:
Telephone Number:
Fax Number:

Sales Price:

Name of Lending Institution:
Amount of Financing:
Loan Number: Mortgage Clause:

New Hampshire House Condominium

C/O Kaled Management Corp.

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Applicant: _____ Social Security # :(last 4 digits): _____ Unit # _____

Applicant: _____ Social Security # :(last 4 digits) _____

Cell # Number _____ Email: _____

How long at present address? _____

If less than three years, please list previous residence and
landlord: _____

Occupation and Title: _____

Employer: _____

Annual income: _____

Phone # _____ how long with present employer? _____

If less than three years, please list previous employer: _____

Apartment to be occupied by: Applicant(s) _____ Yes _____ No _____

Occupants	Relationship
_____	_____
_____	_____
_____	_____

Broker : _____ Cell Phone: _____

Signature of Purchaser

Date

Signature of Purchaser

Date

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Unit # _____

Processing Procedures:

1. All sales and rentals are subject to the Board's waiver of the Right of First Refusal.
2. All applications must be submitted along with all required documentation in order to be processed.
3. Processing time approximately three weeks providing all necessary information is supplied with the application package.

I hereby acknowledge and agree that the processing fees (as stated in the herein) are non-refundable for any reason as these fees cover the cost of processing the application. I also certify that I have read and agree to abide by the processing procedures.

Signature of Owner

Signature of Purchaser

Signature of Co-owner

Signature of Purchaser

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Unit # _____

Acknowledgment of House Rules

I/We have received a copy of the House Rules of this building and have read them all, including the House Rules regarding No Pets. I/We hereby agree to abide by all current and future house rules.

Signature of Purchaser

Date

Signature of Purchaser

Date

CONDO 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). _____

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 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 Address _____

NEW HAMPSHIRE HOUSE CONDOMINIUM

"WE UNDERSTAND AND ACKNOWLEDGE THAT NEW HAMPSHIRE HOUSE CONDOMINIUM DOES NOT ALLOW PETS AND AT NO TIME DURING OWNERSHIP AND OR RENTAL OF THE APARTMENT WILL WE HARBOR ANY PETS IN THE APARTMENT."

BY: _____

BY: _____

NEW HAMPSHIRE HOUSE CONDOMINIUM

**WE UNDERSTAND AND ACKNOWLEDGE THAT NEW HAMPSHIRE HOUSE
CONDOMINIUM DOES NOT ALLOW WASHER & DRYERS AT NO TIME DURING
OWNERSHIP AND OR RENTAL OF THE APARTMENT**

BY:_____ Apart#_____ Date:_____

BY:_____ Apart#_____ Date:_____

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Tel: (516)876-4800

Fax: (516)876-6812

Unit # _____

Credit Check and Background Check Authorization

Name:
Date of Birth:
Social Security Number:
Home Address:

IN COMPLIANCE WITH THE PROVISIONS OF SECTION 606 OF THE FAIR CREDIT REPORTING ACT, I/WE AUTHORIZE YOU TO RETAIN A CREDIT REPORTING AGENCY WHICH MAY OBTAIN INFORMATION DESCRIBING MY/OUR CHARACTER, GENERAL REPUTATION, PERSONAL CHARACTERISTICS, MODE OF LIVING, AND FINANCIAL CREDIT HISTORY. WE ALSO AUTHORIZE SUCH AGENCY TO PREPARE AND PROVIDE A REPORT OF SUCH INFORMATION TO SUCH INDIVIDUALS AS MAY BE AUTHORIZED TO APPROVE THIS APPLICATION. WE FURTHER UNDERSTAND THAT I AM (WE ARE) ENTITLED TO FULL DISCLOSURE OF ALL INFORMATION THAT IS PROVIDED TO YOU BY ANY CREDIT REPORTING AGENCY.

Signature of Purchaser

Date

Signature of Purchaser

Date

Release of Information Authorization

Authorization to obtain Credit/Litigation Report

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

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

Print Name:_____

Date of Birth:_____

Signature:_____

Social Security #:_____

Print Name:_____

Date of Birth:_____

Signature:_____

Social Security #:_____

Address:_____

City:_____

State:_____ Zip Code:_____

Applicants' Release

Re: Building Address: _____

Apartment # _____

The undersigned applicant(s) is (are) submitting an application to purchase/sublease the above referenced apartment.

Applicant has submitted payment for certain fees including but not limited to fees to check applicants' credit and to process this application.

Applicant acknowledges that the application to purchase/sublet the apartment may or may not be approved by the Board of Managers of the Condominium 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 condominium 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: _____

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Fax: (516)876-6812

Unit # _____

Window Guard Notification

You are required by law to have window guards installed in all windows if a child 10 years of age or younger lives in your apartment. Your landlord is required by law to install window guards in your apartment if a child 10 years of age or younger lives in your apartment.

OR

If you ask him to install window guards at any time (you need not give a reason).

It is a violation of law to refuse, interfere with installation, or remove window guards where required, or to fail to complete and return this form to your landlord. If this form is not returned promptly, an inspection by the landlord will follow.

CHECK WHICHEVER APPLY:

☐ CHILDREN 10 YEARS OF AGE OR
YOUNGER LIVE IN MY APARTMENT
WINDOWS

☐ WINDOW GUARDS ARE
INSTALLED IN ALL

☐ NO CHILDREN 10 YEARS OF AGE OR
NOT
YOUNGER LIVE IN MY APARTMENT
WINDOWS

☐ WINDOW GUARDS ARE
INSTALLED IN ALL

☐ I WANT WINDOW GUARDS EVEN THOUGH
I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER

☐ WINDOW GUARDS NEED
MAINTENANCE OR REPAIR

☐ WINDOW GUARDS DO NOT
NEED MAINTENANCE OR REPAIR

Signature of Purchaser

Date

Signature of Purchaser

Date

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Unit # _____

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/or 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 information on lead based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead based hazards. A risk assessment or inspection for possible lead based paint hazards is recommended prior to purchase.

Signature of Owner

Signature of Purchaser

Signature of Co-owner

Signature of Purchaser

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**Disclosure of Information on Lead Based Paint and or Lead Based Paint Hazards
(Seller/Purchaser)**

Seller's Disclosure

Presence of lead based paint and/or lead based paint hazards (initial (i) or (ii) below):

(i)_____ Known lead based paint and/or lead based paint hazards are present in the apartment
(explain)

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

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

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

(ii)_____ Seller has no records or records pertaining to lead based paint and/or lead based paint
hazards in the apartment

Purchaser's Acknowledgment (Initial)

_____ Purchaser has received copies of all information listed above

_____ Purchaser has received the pamphlet "**Protect Your Family from Lead in Your Home**"

_____ Purchaser has (initial (i) or (ii) below):

(i)_____ Received a 10 day opportunity (or other mutually agreed upon period) to conduct a risk
assessment or inspection for the presence of lead based paint

(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 Acknowledgement (initial)

_____ Agent has informed the Seller of the Seller's obligation under 42 U.S.C. 4852d and is
aware of agent's independent 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 provided is true and accurate.

Signature of Owner

Signature of Purchaser

Signature of Co-owner

Signature of Purchase

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Unit # _____

I am the purchaser of Unit Number _____

This is to acknowledge that I am aware of the fact that prior to moving into my unit, eighty percent (80%) of the floor area (except the kitchen and bathroom) must be covered with carpeting and sound proof padding.

Signature of Purchaser

Signature of Purchaser

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

CHECK ONE:

1. ☐ There is NO Maintained and Operative Sprinkler System in the Leased Premises.
2. ☐ There is a Maintained and Operative Sprinkler System in the Leased Premises.

A. The last date on which the Sprinkler System was maintained and inspected was on _____.

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

Acknowledgment & Signatures:

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

Buyer: Name: _____
 Signature: _____ Date: _____

 Name: _____
 Signature: _____ Date: _____

Seller Name: _____
 Signature: _____ Date: _____

Apartment: _____

UNIT ALTERATION AGREEMENT ACKNOWLEDGEMENT

NEW HAMPSHIRE HOUSE CONDOMINIUM

C/O Kaled Management Corp.
7001 Brush Hollow Rd
Westbury, NY 11590

UNIT RENOVATION PROCEDURES

Before performing any work in your apartment that requires altering the plumbing or electrical systems or performing structural (i.e. floors, walls, ceilings) changes, you must request permission from the Condominium Association through the Managing Agent. Your request must contain the following preliminary elements:

1. Completed Alteration Agreement. You can request a copy of the Alteration Agreement from the Superintendent or Managing Agent.
2. Detailed plans known as the scope of work, specifications and drawings of the work, including a detailed room-by-room list of all alterations to be undertaken and the materials and fixtures to be installed.
3. Complete and conformed copies of every agreement made with contractors, sub-contractors and suppliers. Please note that any plumbing or electrical work must be performed by a licensed plumber or licensed electrician and a copy of their license(s) must be submitted with your request.
4. A Certificate of Liability Insurance in the amount of a million dollars from each contractor to be used in the renovation of your apartment. The insurance certificates must name **New Hampshire House Condominium C/O Kaled Management Corp.** as additionally insured.
5. A \$1,000.00 Security deposit. This will insure against damages that may be caused during the renovation. Make contractors **certified check or money order** payable to **New Hampshire House Condominium**. Once inspected by the superintendent, if no damage was caused the checks will be returned. Please keep your receipt, as the same damage deposit provided to the management office will be returned to you.
6. A \$325.00 deposit made payable to **Kaled Management Corp.** for processing.

Any questions regarding renovation procedures should be directed to the office of the Managing Agent, at 516-876-4800

ACKNOWLEDGEMENT

I/We hereby acknowledge that we have read, understood and agree to abide by the **New Hampshire House Condominium Unit Renovation Procedures**. I/We understand that failure to abide by the Rules and Regulations may result in punitive action being taken against me/us by the Condominium, including but not limited to, the imposition of fines.

PURCHASER: _____

DATE: ____ / ____ / ____

CO-PURCHASER: _____

DATE: ____ / ____ / ____

RECYCLING RIDER

NEW HAMPSHIRE HOUSE CONDOMINIUM
C/O Kaled Management Corp.
7001 Brush Hollow Rd
Westbury, NY 11590

1. Purchaser agrees, at his sole cost and expense, to comply with all present and future laws, orders, and regulations of all state, federal, municipal and local governments, departments, commissions, and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse and trash in categories as provided by law, and in accordance with the rules and regulations adopted by **New Hampshire House Condominium** (the "Landlord") for the sorting and separating of such designated recyclable materials. Purchaser shall comply with the requirement to rinse recyclable bottles and containers before placing them in designated receptacles, in accordance with the law and local regulations.
2. The Landlord reserves the right, where permitted by law, to refuse to collect or accept from Purchaser, waste products, garbage or trash, which is not, separated and sorted as required by law. Where permitted by law, The Landlord reserves the right to require the Purchaser to arrange for such a collection, at the Purchaser's sole cost and expense, utilizing a contractor satisfactory to the Landlord.
3. Purchaser shall pay all costs, expenses, fines, penalties, or damages which may be imposed on the Landlord or Purchaser's sole cost and expense, Purchaser shall indemnify, defend, and hold harmless the Landlord (including legal fees and expenses) from and against any actions, claims, and suits arising from such Purchaser's non-compliance, utilizing counsel reasonably satisfactory to the Landlord, if the Landlord so elects. Purchaser's failure to comply with this paragraph shall constitute a violation of a substantial obligation of the tenancy, local statute and the Landlord's rules and regulations. Purchaser shall be liable to the Landlord for any cost, expenses, or disbursements, including attorney's fees, of any action or proceeding by the Landlord against the Purchaser, predicted upon the Purchaser's breach of this agreement. The Purchaser understands that local regulations governing recycling make residents liable for noncompliance.

Date: _____

Purchaser: _____

Purchaser: _____

By: _____

By: _____

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

State of New York)

) SS

County of)

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

_____ Street Address _____ Unit/Apt.

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

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

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

Name of Grantor

Name of Grantee

Signature of Grantor

Signature of Grantee

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

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

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

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

RECYCLING RIDER

NEW HAMPSHIRE HOUSE CONDOMINIUM

C/o Kaled Management Corp.

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Westbury, NY 11590

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2. The Landlord reserves the right, where permitted by law, to refuse to collect or accept from Purchaser, waste products, garbage or trash, which is not, separated and sorted as required by law. Where permitted by law, The Landlord reserves the right to require the Purchaser to arrange for such a collection, at the Purchaser's sole cost and expense, utilizing a contractor satisfactory to the Landlord.
3. Purchaser shall pay all costs, expenses, fines, penalties, or damages which may be imposed on the Landlord or Purchaser's sole cost and expense, Purchaser shall indemnify, defend, and hold harmless the Landlord (including legal fees and expenses) from and against any actions, claims, and suits arising from such Purchaser's non-compliance, utilizing counsel reasonably satisfactory to the Landlord, if the Landlord so elects. Purchaser's failure to comply with this paragraph shall constitute a violation of a substantial obligation of the tenancy, local statute and the Landlord's rules and regulations. Purchaser shall be liable to the Landlord for any cost, expenses, or disbursements, including attorney's fees, of any action or proceeding by the Landlord against the Purchaser, predicted upon the Purchaser's breach of this agreement. The Purchaser understands that local regulations governing recycling make residents liable for noncompliance.

Date: _____

Purchaser: _____

Purchaser: _____

By: _____

By: _____

Addendum to the By-Laws of
THE NEW HAMPSHIRE HOUSE CONDOMINIUM

RULES AND REGULATIONS

OF

THE NEW HAMPSHIRE HOUSE CONDOMINIUM

1. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units. No vehicle belonging to a Unit Owner, to a Family Member of a Unit Owner, or to a guest, tenant, subtenant, licensee, invitee, employee, or agent of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to, or exit from, the Building by another vehicle.

2. No tricycles, bicycles, scooters, or similar vehicles shall be taken into or from the Building through the main entrance or shall be allowed in any of the elevators of the Building other than the elevator designated by the Condominium Board or the Managing Agent for such purpose, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public halls, passageways, or other public areas of the Building.

3. All service and delivery persons will be required to use the service entrance or such other entrance of the Building designated by the Condominium Board. In addition, all servants, messengers and tradespeople visiting the Building shall use the elevator designated by the Condominium Board or the Managing Agent for the purposes of ingress and egress, and shall not use any of the other elevators for any purpose, provided, however, that nurses in the employ of Residential Unit Owners or their Family Members, guests, tenants, subtenants, licensees, or invitees may use any of the other elevators when accompanying said Unit Owners, Family Members, guests, subtenants, licensees, or invitees.

4. Trunks and heavy baggage shall be taken in or out of the Building only by the elevator designated by the Condominium Board or the Managing Agent for that purpose and only through the service entrance.

5. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed or stored in any of

the halls or on any of the staircases or fire tower landings of the Building, nor shall any fire exit thereof be obstructed in any manner.

6. The storage rooms of the Building shall be used by all Unit Owners, in common, only for the storage of trunks, bags, suitcases and packing cases, all of which shall be empty, and for the storage of such other articles as the Condominium Board, in its sole discretion, may determine. Supervision, management and control of the storing in and removal of a Unit Owner's property from the storage rooms is vested in the Condominium Board. The use of the storage rooms shall be at the sole risk of the Unit Owner or other person using the same, and the Condominium Board, its agents, or the Managing Agent shall not be liable for any injury to person, loss by theft or otherwise, or damage to property, whether due to the negligence of the Condominium Board, its agents, the Managing Agent, or otherwise.

7. The laundry and drying apparatus in the laundry room of the Building shall be used in such manner and at such times as the Condominium Board or the Managing Agent may direct. No clothes, sheets, blankets, laundry, or other articles of any kind shall be hung on or out of a Unit or its appurtenant Limited Common Elements or shall be dried or aired on any open terrace.

8. No refuse from the Units shall be sent to the cellar of the Building, except at such times and in such manner as the Condominium Board or the Managing Agent may direct. Nothing shall be hung or shaken from any doors, windows, or open terraces, or placed upon the window sills, of the Building, and no Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.

9. There shall be no playing or lounging in the entrances, passages, public halls, elevators, vestibules, corridors, stairways, or fire towers of the Building, except in recreational areas or other areas designated as such in the Declaration or by the Condominium Board.

10. The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the General Common Elements devoted to storage, recreation, or service purposes in the Building.

11. Nothing shall be done or be kept in any Unit or in the Common Elements that will increase the rate of

insurance of the Building, or the contents thereof, without the prior written consent of the Condominium Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any Law. No Unit Owner or any of his Family Members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his Unit or Limited Common Elements any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit or Limited Common Elements.

12. There shall be no barbecuing in the Units, in their appurtenant Limited Common Elements, or in the General Common Elements, except for those areas (if any) specifically designated for barbecuing by the Condominium Board.

13. No Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his Unit or its appurtenant Limited Common Elements or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in such Unit Owner's Unit between midnight and the following 8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction, repair work, or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

14. No bird, reptile, or animal shall be permitted, raised, bred, kept, or harbored in the Residential Units unless, in each instance, the same shall have been expressly permitted in writing by the Condominium Board or the Managing Agent. Any such consent, if given, shall be revocable at any time by the Condominium Board or the Managing Agent in their sole discretion. In no event shall any bird, reptile, or animal be permitted in any public elevator of the Building, other than the elevator designated by the

Condominium Board or the Managing Agent for that purpose, or in any of the public portions of the Building, unless carried or on leash. No pigeons or other birds or animals shall be fed from the window sills terraces, or other public portions of the Building, or on the sidewalk or street adjacent to the Building.

15. No Residential Unit Owner shall install any plantings on any terrace without the prior written approval of the Condominium Board. Plantings shall be contained in boxes of wood, lined with metal or other materials impervious to dampness and standing on supports at least two inches from the terrace 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 a floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such terrace, but shall stand on supports at least two inches above such surface. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings.

16. No group tour or exhibition of any Residential Unit or its contents shall be conducted, nor shall any auction sale be held in any Residential Unit, without the consent of the Condominium Board or the Managing Agent in each instance. In the event that any Residential or Professional Unit shall be used for home occupation or professional purposes in conformance with the Declaration and the By-Laws, no patients, clients, or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule.

17. Unless expressly authorized by the Condominium Board in each instance, not less than eighty percent of the floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting, or equally effective noise-reducing material.

18. No window guards or other window decorations shall be used in or about any Residential or Professional Unit,

Condominium Board or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of 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; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

25. The Condominium Board or the Managing Agent may retain a pass-key to each Residential and Professional Unit. If any lock is altered or a new lock is installed, the Condominium Board or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit an entry to his Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Condominium Board or the Managing Agent, then the Condominium Board or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Unit Owner's property).

26. If any key or keys are entrusted by a Unit Owner, by any Family Member thereof, or by his agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Condominium Board nor the Managing Agent shall (except as provided in Rule 25 above) be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

27. Unit Owners and their respective Family Members, guests, servants, employees, agents, visitors, or licensees shall not at any time or for any reason whatsoever enter upon, or attempt to enter upon, the roof of the Building.

28. No occupant of the Building shall send any employee of the Condominium or of the Managing Agent out of the Building on any private business.

29. Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing Agent, be conditional in nature.

30. Complaints regarding the service of the Condominium shall be made in writing to the Condominium Board or to the Managing Agent.

New Hampshire House Condominium House Rules

Resolved, that the rules and regulations of the New Hampshire House Condominium numbered 1 through 30 as initially included in the offering plan as an addendum to the bylaws of the Condominium shall be, and hereby are, confirmed and continued as the Rules and Regulations of the Condominium; and

Furthermore resolved, that the Rules and Regulations, be and the same hereby are supplemented as follows:

31. The Condominium board or any subcommittee thereof, shall have exclusive jurisdiction over any violation or alleged violation of the Rules which is the subject of a written complaint to the Condominium board or to the managing agent.

(a) The board shall refer any written complaint to a sub-committee consisting of two (2) Board members, each of whom shall be independent and without any vested interest in respect of the subject of complaint, and not related by blood or marriage or other relationship, to either the complainant or the unit owner, who is or may be, the subject of Complaint, and the Condominium's external counsel. Only the 2 board members, acting together and unanimously and with the consent of the Condominium's external counsel may make a decision on the subject of complaint.

(b) (i) The sub-committee may issue a "warning" for any first violation of the rules.

(ii) The sub-committee may assess a fine on the violating Unit Owner of up to two hundred and fifty dollars (\$250) for any repeat violation of the rules.

(iii) The sub-committee may assess a fine on the violating unit owner of up to five hundred dollars (\$500) for any continuing or flagrant violation of the rules.

(iv) Only the full board, acting after receiving a written report from the sub-committee and after providing an opportunity for a hearing from the parties to the controversy on notice, may authorize legal action to stay or enjoin any practice determined to be in violation of the rules and/or to seek any penalty greater than five hundred dollars (\$500) for violation of the rules.

32. Any unit owners may relinquish unit without fees to permit immediate family members to reside in the unit upon verification of their relationship.
33. Garage spots are not deeded to any units and use of the parking garage spots is limited to owners who are residing in their units and is non transferable. If an owner vacates their unit for the purposes of renting, the garage spot that they had occupied will be offered to the next unit owner residing in the building who is on the waiting list maintained by management
34. The purchaser of a condominium unit shall be required to place a deposit fee of one thousand dollars (\$1,000) with the management agent/Condominium to provide for any damage caused by moving in. This deposit shall be retained for a month and henceforth the deposit will be returned upon inspection.
35. If a unit is a sublet or rented by its owner, then the rental or sublessee shall be required to place a deposit fee of one thousand dollars (\$1,000) with the managing agent/ condominium to provide for any damage caused by moving in or moving out of the condominium. The deposit shall be retained until the renter/sublessee have moved out of the premises and then the deposit shall be returned to them if no incidentals had incurred.
36. The removal of incandescent lighting to LED lightbulbs to meet compliance with zero emissions certification rating has been completed.

THE NEW HAMPSHIRE HOUSE CONDOMINIUM
Move in & Move out Procedures

Moving In/ Moving Out of the building directions.

Move in and out of the building are permitted Monday to Friday from 9:00 AM- 5:00 PM.

NO MOVE INS OR MOVE OUTS ARE ALLOWED AFTER 5:00 PM, ON THE WEEKENDS OR ON HOLIDAYS.

ANY MOVES DONE AFTER 5:00 PM OR ON THE WEEKENDS WILL BE SUBJECT TO A FINE OF \$1,000.00 ON YOUR ACCOUNT AND THE REVOKTION OF YOUR MOVE IN/OUT DEPOSIT TO BE REFUNDED.

1. A refundable move in Deposit of \$1000.00 made out to New Hampshire House Condominium c/o Kaled Management.
2. Contact the office at 516-876-4800 ext. 333 for Gabe or email Dcohen@kaled.com
3. If you are using a moving company a Certificate of Liability will be needed from the moving company with the information requested in the sample which is attached.

The Certificate of Liability Insurance must include the following **“New Hampshire House Condominium your Address of your apartment. Unit Owner Name & Apt. # and Kaled Management Corp., 7001 Brush Hollow Rd., Westbury NY 11590 is additional insured as pertains to liability”**

- The certificate holder must be “New Hampshire House Condominium., c/o Kaled Management Corp., 7001 Brush Hollow Rd. Westbury NY 11590.

4. Verify with the office the insurance certificate was received.
5. Contact the Super Papo at (347) 612-4434 and the office at (516) 876-4800 ext. 333 to confirm the time and date of the move in.

New Hampshire House Condominium.

63-60 102nd Street
Rego Park, NY 11374

August 1, 2023

Dear Unit Owner/Residents:

New Hampshire House Condominium is hereby giving notice to all residents and owners of the Condo'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.

New Hampshire House Condominium has been, and will continue to be in compliance with the Act and be smoke-free in all enclosed areas except within a unit owners 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 condominium.

- The Condo's smoking policy always has been, and will continue to be, applicable to all unit owners, renters, 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 unit owner shall sublease his/her unit, the unit owner must incorporate this smoking policy into any sublease. Any unit owner selling the shares appurtenant to their unit must incorporate this smoking policy into the contract of sale. The Condo 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 Condo House Rules to incorporate the Condo'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 Condo smoking policy and the Act.

Very truly yours,
Board of Managers



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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