

***SALES APPLICATION***  
**ROCK RIVER APTS., INC.**  
**100-110 So. Village Ave.**  
**Rockville Centre, NY 11570**

**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**



management corp.

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.**

**SALES REQUIREMENTS – ROCK RIVER APTS., INC.**  
**80% Financing**

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Dear Shareholder:

IN ORDER TO PROCESS THE SALE OF YOUR SHARES, THE FOLLOWING DOCUMENTS MUST BE SUBMITTED BY THE PROSPECTIVE SHAREHOLDER FOR CONSIDERATION BY THE BOARD:

1. IMPORTANT: You or your Co-op lending institution must bring your original stock certificate and proprietary lease to be surrendered at the closing of the apartment;
2. You must not be in arrears in any obligation to the co-op corporation on the date of closing;
3. At closing you must provide a deposit of One Thousand (\$1,000.00) for security and move in fee payable to Rock River Apts. Inc. Five hundred dollars (\$500.00) is refundable provided there is no damage done to the building on your move in of the co-op or a violation of the move in rules set forth below. The rights of the co-op corporation will not be deemed limited by that \$500.00 security amount. Payment of that security must be made by Attorney's Escrow Check, Bank Check or Certified Check.
4. You must notify the buildings superintendent at least 48 hours in advance of your scheduled move out of the building. No moves will be permitted on a weekend or a holiday or outside the hours of 9AM and 5PM.
5. Purchaser to pay \$500.00 for application/interview fee payable to Rock River Apts. Inc.
6. Purchaser to pay capital contribution in the amount equal to three (3) months maintenance, payable to Rock River Apts. Inc.
7. Attorneys should coordinate the closing with management with at least two weeks notice. A representative of management and/or of Rock River Apts., Inc. will attend your closing.

NOTE: Closing by power of Attorney will not be permitted by the corporation.

### **Purchase Application.**

1. Signed Contract of Sale.
2. Reference letter from previous Landlord (explanation if none).
3. Four (4) letters of reference - two (2) business and two (2) personal, from someone other than family, who has known the purchaser for a minimum of five (5) years.
4. Copies of your IRS form 1040 for the previous two (2) tax years. Only the first Two (2) pages of each form are initially requested;
5. Copies of your IRS form W2 for the prior two (2) tax years.
6. The attached Purchasers Estoppel Letter;
7. Employer letter stating purchaser's length of employment, salary, and likelihood of continued employment. If self-employed, a letter from a certified public accountant will be required. If retired please submit your social security award letter, copies of pension award, bank interest from 1099, and dividend form 19096.
8. Prior two (2) pay stubs from current employer (please ensure base pay and overtime pay are shown separately).
9. The attached Personal/Financial component.
10. Supporting Statements for all items listed on purchaser's Personal Financial Statement (including but not limited to all bank accounts, brokerage accounts, mutual funds, stocks, bonds, notes, loans, mortgages, and any other financial instruments not previously mentioned).
11. If your intended purchase involves financing, you must supply a complete copy of your loan application. Signed Mortgage Commitment and application, in addition to an Aztech form of Recognition Agreement (needed only if financing the purchase).
12. Bank Statement for the month preceding the statement produced in 10. above.
13. Credit Authorization completed and signed, Lead paint acknowledgement, signed and initialed by both parties.
14. Signed acknowledgement that House Rules have been received and read.
15. Pet rider must be signed (No pets allowed)
16. No smoking policy must be signed.
17. At closing purchaser must provide evidence of Homeowners insurance.

- \* The Cop-op reserves the right to request information in addition to the above and to alter, amend or modify this application form at any time and from time to time.
- \* All prospective Purchasers are subject to Board interview and approval. The Kaled Management Corp. will contact the prospective purchaser for interview upon receipt of an acceptable credit check. All persons who will be residing in the premises must attend the interview.
- \* Please remove your social security number from all documents except credit check authorization and only put in original application.
- \* Incomplete application packages will be returned to the buyer or broker.
- \* While the Board of Directors will attempt to promptly review all applications, the Corporation, the Board of Directors, and its Agents assume no responsibility for expenses or liabilities resulting from any delays in its review.

**Required Fees – (All fees are non refundable paid my Certified Check or Money Order)**

- \* Enclosed a check in the amount of **\$600.00 payable to Kaled Management Corp.**, for administration fee. **(Purchaser)**
- \* Credit Check fee per person **\$150.00 payable to Kaled Management Corp. (Purchaser)**
- \* Recognition agreement **\$200.00 payable to Kaled Management Corp. (Purchaser)**
- \* At Closing fee of **\$600.00 payable to Kaled Management Corp. (Shareholder)**
- \* At closing Tax stamps **\$.05 per share payable to Kaled Management Corp. (Shareholder)**
- \* **Purchaser** to pay **\$500.00** for application/interview fee payable to Rock River Apts. Inc.
- \* At closing **Purchaser** to pay capital contribution in the amount equal to three (3) months maintenance, payable to Rock River Apts. Inc.
- \* **\$75.00** for closing attendance fee payable to Susan Rubin (**purchaser**)
- \* **\$75.00** for closing attendance fee payable to Susan Rubin (**seller**)
- \* At closing you must provide a deposit of One Thousand (\$1,000.00) for security and move out fee payable to Rock River Apts. Inc. Five hundred dollars (\$500.00) is refundable provided there is no damage done to the building on your move in/ out of the co-op or a violation of the move in/out rules set forth below. The rights of the co-op corporation will not be deemed limited by that \$500.00 security amount. Payment of that security must be made by Attorney's Escrow Check, Bank Check or Certified Check. **(Purchaser/Shareholder)**
- \* Any packages not submitted in their entirety will be returned. **One(1) COLLATED COPY AND ONE (1) ORIGINAL are to be submitted (Totaling Two (2) complete packages).**
- \* Submit completed packages to: **Ms. Susan Rubin c/o Kaled Management Corp., 7001 Brush Hollow Road, Ste: 200 Westbury, NY 11590.**
  - Everyone who will be living in the apartment must appear at the above interview.

Processing time for an application is Ten to Fifteen Business days (sometimes longer providing all necessary information is supplied with the package.)

## Purchase Application

Application is herewith submitted for the purchase of \_\_\_\_\_ shares of common stock of Rock River Apts. Inc., and for the right of residency in apartment # \_\_\_\_\_.

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

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

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

**Phone:** \_\_\_\_\_ **Email address:** \_\_\_\_\_

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

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

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

**3. Home/Cell Telephone#:** \_\_\_\_\_ **Email:** \_\_\_\_\_

### **5: Applicant Employee**

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

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

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

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

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

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

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

**6. Co- Applicant Name:** \_\_\_\_\_

**7. Social Security # (last 4 digits)** \_\_\_\_\_

**8. Co-Applicant Home Address:** \_\_\_\_\_

9. Co-Applicant Home/Cell Number: \_\_\_\_\_ Email: \_\_\_\_\_

10. Co-Applicant Employee:

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

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

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

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

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

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

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

11. Estimated Annual Income from employment(s):

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

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

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

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

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

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

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

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

Income:

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

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

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



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

**apartment:**

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

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

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

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

\_\_\_\_\_

**If so, state full details:**

\_\_\_\_\_

**17. References:**

**List two references**

**1. Name**

\_\_\_\_\_

**Address**

\_\_\_\_\_

**2. Name**

\_\_\_\_\_

**Address**

\_\_\_\_\_

**18. Present Landlord:**

**Name**

\_\_\_\_\_

**Address**

\_\_\_\_\_

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

**Rent:**

\_\_\_\_\_

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

**Name**

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**Address**

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

**Rent:**

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

**20. If you know any persons presently residing at Rock River Apts. Inc.?**

**Please list their names:**

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

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

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

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

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**Address:**

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**Telephone Number:    Email:**

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

\_\_\_\_\_

**Address:**

\_\_\_\_\_

**Telephone Number:**

\_\_\_\_\_

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

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

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

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

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

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

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

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

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

## ASSETS AND LIABILITIES STATEMENT

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

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

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

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

Date \_\_\_\_\_

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

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

**SCHEDULE A - REAL ESTATE OWNED**

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

**SCHEDULE B - NOTES PAYABLE**

Amount	Due to	In Name of	Maturity Date	Collateral	Monthly Payment

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

Amount	Due to	In Name Of	Maturity Date	Monthly Payment

**SCHEDULE D LOANS**

Amount	Type	Due to	Obligor	Final Maturity/or repayment	Collateral

including Letters of Credit and Surety Bonds

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

Name of Bank	Account No.	Balance
		\$

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

**SCHEDULE F - SECURITIES (STOCKS AND BONDS)**

C. SECURITIES (STOCKS AND BONDS)		
Name of Institution	Account No.	Balance
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total - Amount must match amount stated under Assets		\$

**SCHEDULE G - RETIREMENT FUNDS - IRAs AND 401Ks**

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

## YEARLY INCOME AND EXPENSE STATEMENT

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

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

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

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

Date \_\_\_\_\_

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

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



Note: Parking space in the lot at the Co-op may be limited. This application creates no assurances that any parking space is presently available to the buyer or that such convenience will in the future be available to the buyer. It is merely intended to assist the building in administrating an orderly parking facility.

Cars

Make and model: \_\_\_\_\_

Year: \_\_\_\_\_ Color: \_\_\_\_\_

Plate #: \_\_\_\_\_

Parking list: Should your application be approved; do you wish this auto to be on the garage waiting list as of the date of closing on your apartment. Yes \_\_\_\_\_ No \_\_\_\_\_

Make and model: \_\_\_\_\_

Year: \_\_\_\_\_ Color: \_\_\_\_\_

Plate #: \_\_\_\_\_

Parking list: Should your application be approved; do you wish this auto to be on the garage waiting list as of the date of closing on your apartment. Yes \_\_\_\_\_ No \_\_\_\_\_

APARTMENT BUYERS'S APPLICATION  
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ROCK RIVER APT.INC.

PURCHASER'S WARRANTY, ESTOPPEL  
AND INDEMNIFICATION LETTER

STATE OF NEW YORK     )  
                                  )  
COUNTY OF                )     ss:

The undersigned, being duly (severally) sworn, hereby deposes and says that:

1. By this writing, I certify, represent and warrant to the co-op Corporation known as ROCK RIVER APTS. INC. (the "Co-op"), and to Kaled Management Corp. as follows:
2. I am a prospective purchaser of a co-op apartment located at 100-110 South Village Avenue, Rockville Centre, N.Y. and the stock shares and proprietary lease appurtenant thereto in the Co-Op. I have filled out the attached Personal/Financial Disclosure Statement and supplied all information requested of me by the Co-op's Board of Directors and/or by its managing agent, Kaled Management Corp., with the understanding that such information is essential in considering my application to purchase said apartment and the stock shares and proprietary lease appurtenant thereto.
3. I have read or waived a reading of the prospectus by which the apartment, the shares of stock and appurtenant co-op proprietary leases were offered by the co-op's sponsor for sale, together with all amendments thereto. I have personally reviewed all papers and supporting information submitted by me to the Co-op's Board of Directors for its review as a part of my application. Each of these is true, accurate and complete and made by me or submitted by others with my understanding that the Co-Op will materially rely thereon in reviewing my purchase application and in passing on it. Neither my application nor those supporting papers, nor I have either misrepresented, or omitted any material fact or facts from this application, including any representations which I may make or omit at my personal interview by the Co-Op. I understand that these are the means by which the Co-op prudently seeks to obtain and to verify the true measure of my financial, social, and domestic situation. It is not my intention to purchase the stock shares and acquire a Co-op proprietary lease for business purposes or for speculation. I

also understand that no pets and no sublets are permitted in the building and that there are or may be various other restrictions as set forth in the Co-op's proprietary lease, by-laws, house rules and certificate of incorporation as the board and/or the Co-op's shareholders have imposed and *that* these would bind me if purchase application were approved and I took title to the Co-op's shares and so assumed the obligations of its proprietary lease,

4. I, (or we, jointly and severally, if two or more persons or entities are applying to purchase) hereby indemnify and hold harmless the co-op, its board *of* directors and its managing agent, counsel, and transfer agent from and against any and all claims, costs and liabilities which they, or any of them, may suffer, on demand, including attorneys' fees, on account of any and all misrepresentation or material omissions, which I make in or relating to the purchase application, if any.
5. I also understand that my proposed purchase of the stock shares and my intended assumption of the proprietary lease in said apartment are subject to the approval of the co-op's board of directors as provided in the co-op's proprietary lease, as are all other such purchases and assignments.
6. I also understand that by merely providing this purchase application to the co-op ROCK RIVER APTS, Inc. and the evaluation of my application by the Co-op or by its agent shall result in no legal obligation on the part of the said co-op corporation or of its agent to me, nor shall it be deemed an approval **or** an acceptance of my application to purchase a co-op apartment.
7. I further understand that the approval of my application to purchase, if any, is not an approval, ratification or acceptance by the co-op's board of directors or its managing or transfer agent or any of the warranties or representations made in the parties' co-op purchase contract, or any other warranties or representations of the parties, including, without limitation, the attempted sale and assignment of a proprietary interest in a parking space, the number of stock shares allocated to a unit, the use to which the apartment may be put and the maintenance payable for each share allocated to the apartment.
8. All of the statements, figures, attachments, supplementary information and representations contained and made in this application to ROCK RIVER Apts., Inc. are true, accurate and complete and give a fair and full indication of my financial condition. There are no material omissions or misrepresentations in my application. If the co-op has failed to solicit certain information which a reasonable and prudent person would find relevant to an inquiry into my financial condition, then I have included that information as if it had been sought of me by the Co-op within the context of this application form.

APARTMENT BUYERS'S APPLICATION

=====

ROCK RIVER APTS. INC.

9. I will notify Kaled Management Corp., as agent for ROCK RIVER APTS. INC., of any material adverse change in my financial condition during the pendency of this purchase application and prior to the closing of the stock shares and lease appurtenant relating to the apartment which I seek to purchase; as such, this application is deemed a continuing application.
10. I understand that no assignment of Co-op stock shares and the proprietary lease appurtenant can be effected by me absent the prior approval of it by the Co-op.
11. I hereby give consent and authorization for the Co-op and Kaled Management Corp. to submit this information to a credit-reporting agency, which either may select or likewise give my consent and authorization to that credit-reporting agency to seek and obtain any credit information relating to me.

\_\_\_\_\_  
Signature of 1<sup>st</sup> Buyer

\_\_\_\_\_  
Signature of 2<sup>nd</sup> Buyer

Dated: \_\_\_\_\_, 20

>>>>>> **Please have your signature to this application notarized below.**

Sworn to before me this  
Day of \_\_\_\_\_, 20

\_\_\_\_\_  
NOTARY PUBLIC

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

**CREDIT CHECK AUTHORIZATION**

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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Signature

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Dated

## Release of Information Authorization

### Authorization to obtain Criminal, Credit/Litigation Report

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

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

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

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

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

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

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

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

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

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

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

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

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

### Applicants' Release

Re: Building Address: \_\_\_\_\_

Apartment # \_\_\_\_\_

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

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

Applicant acknowledges that the application to purchase/sublet the apartment may or may not be approved by the Board of Directors of the Cooperative Corporation owning the building in its sole discretion and that if the application is approved or not approved certain costs and expenses will be incurred and the fees described above will not be refunded to the applicants.

The applicant(s) releases both the cooperative corporation and Kaled Management Corp. the managing agent from any liability for the return of these funds incurred in processing the application, and agrees that in the event the applicant seeks recovery of such fees, the applicants shall be liable for all cost and expenses (including attorney's fees) incurred by the cooperative, transfer agent and/or managing agent.

Applicant \_\_\_\_\_

Applicant \_\_\_\_\_

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

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



ROCK RIVER APTS. INC.

“We understand and acknowledge that Rock River Apts. inc. not allow any pets and at no time during ownership of the apartment will we harbor any pets in the apartment.”

by: \_\_\_\_\_

by: \_\_\_\_\_

State: of New York

County:

Notary \_\_\_\_\_

## ACKNOWLEDGEMENT – NO SMOKING POLICY

The undersigned, an applicant for permission to reside in the unit below set forth owned in fee by ROCK RIVER APTS., INC., a New York Cooperative Corporation, pursuant to a proprietary lease to be issued between applicant and the Corporation, as well as for permission to purchase and own the      shares in said Corporation appurtenant to the foregoing unit and currently owned by \_\_\_\_\_, hereby acknowledge(s) that smoking is not allowed anywhere in or on the grounds of the complex all as provided by the house rules of the corporation as they currently exist, a copy of which has been delivered to and reviewed by applicant, and receipt of which is hereby acknowledged. Violation of this house rule as well as all others shall constitute a breach of the proprietary lease as defined therein.

Acknowledgment of the foregoing shall not constitute consent by the Corporation to the transfer of shares and issuance of a proprietary lease referred to above.

Unit # \_\_\_\_\_

No. of shares: \_\_\_\_\_

Acknowledged and executed this      day of      , 20\_\_.

\_\_\_\_\_

\_\_\_\_\_

## HOUSE RULES

### ROCK RIVER APARTMENTS, INC.

#### EMERGENCIES

The Lessor's agent and any authorized contractor or workman may enter any apartment at any time for the purpose of identifying and repairing a potentially hazardous condition, such as water or gas leak, or another situation which in the opinion of the lessor may constitute an emergency and may impact the subject apartment or other apartments or the residents thereof.

Any apartment which must be entered (where forced entry must be made because of the non-availability of the Lessee to permit entrance and where keys were not left with the superintendent) will be at the Lessee's financial expense.

#### REPAIRS

In the event that a repair, construction or replacement of an appliance occurs in an apartment, the apartment owner and the contractors employed by the apartment owner shall be responsible for the removal of all refuse, discarded fixtures or debris resulting which cannot be disposed of as ordinary garbage. Work can only be done Monday thru Friday - 9:00 am to 5:00 pm.

No Lessee shall install any plantings on the terrace or roof without the prior written approval of the Board of Directors. 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 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, the planting 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. No heavy objects may be installed, except on carry tread.

Remodeling of individual apartments, involving structural changes to walls, ceilings, windows, doors, etc. shall not be undertaken without the prior written approval of the Board of Directors. Such requests must be in writing and comply with the policies and procedures then in effect. Any persons doing this work without

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Rock River Apartments, Inc.

authorization of the Board will be subject to at least a \$1,000 fine and will be responsible for the cost to restore the apartment to the original condition. This work will be done by the building's contractor.

Lessee's requesting minor repairs within a unit shall complete a work order form for the superintendent detailing the problem to be solved. The superintendent is authorized to employ such tradesmen as necessary for the completion of the job. That work which is not the responsibility of the building and which is not expressly approved in advance by the Board of Directors will be charged to the Lessee.

#### MOVE IN - MOVE OUT

In situations in which a tenant moves into or out of an apartment, advance notice of one week must be given to the building agent and superintendent. Moving will be permitted to commence only during the hours of 9:00 am to 5:00 pm, Monday thru Friday. All work must be completed by 5:00 pm. No moving on Saturdays and Sundays.

#### GARAGE

ROCK RIVER APARTMENTS, INC. shall assign all parking facilities on the premises. Each resident unit shall be permitted parking for his exclusive use or for his benefit. This space may not be further assigned by the resident. Each resident shall register the make, year and license plate number of his car with the superintendent, or shall inform ROCK RIVER APARTMENTS, INC. as to any other occupancy used for his benefit. No commercial vehicles may be registered for permanent occupancy of an assigned space. Only one parking space per apartment will be allowed. Violations of these parking regulations may result in a forfeiture of the parking space. A second parking space may be accorded on such terms as the Board of Directors may, from time-to-time determine.

The Lessees will abide by all arrangements made by the Lessor with regard to the garage and the driveways thereto.

No vehicle belonging to a Lessee or to a member of the family or guest or of a Lessee shall be parked in such a manner as to impede or prevent ready access to any entrance of the building by another vehicle, nor shall such vehicles impede the entrance to any parking arrears.

#### PUBLIC AREAS

The public halls and stairways of the building shall not be obstructed or used for any purpose other than entrance to and egress from the apartments in the building. No bicycles, scooters baby carriages or similar vehicles shall be allowed to stand in the public halls, passageways, staircase-landings, areas or courts of the building.

Children shall not play in the public halls, courts, stairway or on lawns.

No resident or guest will be permitted on the roof of the building.

#### COMFORT/NOISE

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. A Lessee shall not play upon the comfort or convenience of other Lessees. A Lessee shall not play upon or permit to be played upon any musical instrument or permit loud noise coming from a stereo, television, in such a way that it will disturb other neighbors. No construction or other installation involving noise shall be conducted in any apartment except between the hours from 9:00 am to 5:00 pm, Monday thru Friday. For those who have washers and dryers, you will only be allowed to use them during the hours of 9:00 am to 9:00 pm weekends and 8:00 am to 9:00 pm on weekdays.

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 75% of the floor area of each room excepting only kitchens, pantries, bathrooms and closets.

#### SECURITY

Messengers and tradespeople shall use such means of entrance and egress as shall be designated by the Lessor.

No open house 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 Board of Directors or its Managing Agent.

All residents are required to provide the superintendent with a key to their apartment. (All keys are kept in a 2-lock key box, and access can only be made with a Board of Directors member or Management Agent present.

#### PETS

No pets shall be kept or harbored in the building unless the same in each instance have been expressly permitted in writing by the Lessor; such permission shall be revocable by the Lessor. In no event shall dogs be permitted 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 or in the yard, court spaces or other public portions of the building, or on the sidewalks adjacent to the building.

#### LATE FEES

The Cooperative shall impose a late fee which shall be payable as additional rent (maintenance) by any Lessee timely and in full whose monthly maintenance check is not received by the Managing Agent by the 10th day of the month.

#### OUTSIDE APPEARANCE

Nothing shall be hung or shaken from the doors, windows or terraces, or placed upon the window sills of the building.

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.

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.

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.

The exterior of the building cannot be altered without the prior written consent of the Board of Directors and the Managing Agent.

#### PLUMBING

Water closets (bathrooms) and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed, nor shall sweepings, rubbish, rags or any other articles 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.

#### VERMIN

All garbage must be put into plastic bags (not paper bags) and tied.

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 or 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 carpet beetles. Each Lessee shall allow access to Lessee's unit by the Cooperative maintenance staff at least twice per month for the purpose of providing extermination services. Such services are provided by the Cooperative free of charge. Continued refusal by the Lessee to allow access for such services shall be considered a default under Paragraph #37 of the Proprietary Lease.

#### STORAGE

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

#### LAUNDRY

The Lessee shall use the available laundry facilities only upon such days and during such hours as may be designed by the Board of Directors or the Managing Agent.

#### SUPER

Super's hours are Monday-Friday 9:00 AM to 5:00 PM. Super's phone number is (516) 829 5483, beeper no. (516) 892 7426.

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

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Rock River Apartments, Inc.

CONCLUSION

Complaints regarding the service of the building shall be made in writing to the Managing Agent of the Lessor.

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

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

Any resident who knowingly or willfully breaks any of these House Rules will be subject to a fine imposed by the Managing Agent or the Board of Directors.

/rules.roc



RESOLUTION OF ROCK RIVER APARTMENTS, INC.

The undersigned hereby certifies that the following resolution was adopted by the shareholders of Rock River, Ltd. at a meeting held on June 1, 2022 which was duly noticed and held pursuant to a Notice of Meeting wherein one of the stated purposes of said meeting was to amend the House Rules to include a new fee schedule.

"It is hereby resolved that the House Rules are amended to provide the following fees for violation of the House Rules:

1. First Offence – Written Warning
2. Second Offence - \$250.00
3. Third Offence - \$500.00
4. Fourth Offence - \$1,000.00 and each offence thereafter"

ROCK RIVER APARTMENTS, INC.

By: Robert Small  
President

State of New York )  
County of Queens )

On the 6<sup>th</sup> day of before me personally came Robert Small to me known, who being by me duly sworn, did depose and say that he resides at 108 South Village Avenue that he is the President of Rock River Apts. Inc. New York corporation, the corporation described in and which executed the foregoing resolution; that he knows the seal of the said corporation and that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed her name thereto by like order.

Andy Perez  
Notary Public

Andy Perez  
Notary Public, State of New York  
Reg. No. 01PE0013305  
Qualified in Queens County  
Commission Expires September 7, 2017



**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

TO: All Riverview Residents

FROM: Kaled Management and  
Riverview Board of Directors

SUBJECT: Recyclables & Garbage  
'Help Stop the Spread'

Date: March 23, 2020

We continue to work diligently to keep our community safe for all residents and building employees. In an effort to help stop spread the Novel Corona Virus (COVID-19) , we are asking for your cooperation.

All able body residents please bring the following items to the basement/laundry room area rather than leaving them under the steps on recycling days. Please DO NOT leave any trash or recycling items under steps at any time.

1. All cardboard boxes and papers that are broken down and compressed.
2. All plastic, cans and glass items that are washed and (in plastic bags if possible).

Additional recycle bins will be available in the laundry room/basement area.

3. PLEASE place ALL RAW GARBAGE in plastic bags and dispose in our dumpsters located outside on the east side of the garage.

**Please DO NOT use the garbage cutes.**



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NEW YORK, NY 10017  
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EMAIL: INFO@KALED.COM

December 3, 2012

All Shareholders  
Rock River Apts. Inc.  
100-110 So. Village Avenue  
Rockville Centre, NY 11570

RE: No Smoking

Dear Shareholder:

The dangers arising from exposure to second-hand smoke are well known. Accordingly, and in keeping with a rapidly growing trend in residential housing, the Board of Directors unanimously adopted a house rule on September 18, 2012 banning smoking throughout the complex for future purchases. This policy will not apply to current Shareholders. Specifically, the house rule reads as follows:

"Smoking is not allowed anywhere on the premises owned by the Corporation whether in the common areas (both interior and exterior) or in the interior of any individual unit."

We believe that a healthier, cleaner complex will enhance not only the quality of life in our community but will enhance the long-term values of our units as well. Accordingly, please be sure that all real estate sales listings (and contracts of sale) note this house rule.

All prospective purchasers will be required to execute a separate acknowledgment prior to their application being considered by the Board of Directors.

Naturally, should you have any questions with respect to this matter, feel free to contact the undersigned at your earliest opportunity.

Very truly yours,

A handwritten signature in black ink, appearing to read "Julia Kodis". The signature is fluid and cursive, with a long horizontal stroke at the end.

Julia Kodis  
Account Executive  
Kaled Management Corp.



management corp.

CORPORATE OFFICE  
7001 BRUSH HOLLOW ROAD  
SUITE 200  
WESTBURY, NY 11590  
TEL: (516) 876-4800  
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757 THIRD AVENUE  
SUITE 2028  
NEW YORK, NY 10017  
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EMAIL: INFO@KALED.COM

April 1, 2019

All Shareholders of  
Rock River Apts. Inc  
100-110 S. Village  
Rockville Centre, NY 11570

Dear Shareholder(s):

The Board of Directors has approved a new policy which requires that all residents to submit proof of their Homeowners Insurance Policy within a reasonable time frame or they will acquire a monthly fee on their account. This policy was approved by the Board of Directors and will be strictly enforced.

Shareholder ownership of the apartment extends from the exposed area of the walls into the apartment. This includes fixtures, cabinets and interior of cabinets, interior of closets, and reachable plumbing. Your cooperative homeowner's insurance policy should cover all personal items as the cooperative does not cover contents or personal property in apartments at any time.

**Proof of your homeowners insurance must be submitted no later than May 15, 2019 to:**

Mail: Kaled Management Corp.  
7001 Brush Hollow Road, Suite 200  
Westbury, NY 11590  
Attn: Julia Kodis

Email: julia@kaled.com

If we are not in receipt of your proof of insurance by **May 15, 2019**, your account will be assessed a non-compliance fee of \$25 per month until the proof of insurance is submitted. This fee will be non-refundable.

If you have any questions or concerns regarding this, please do not hesitate to contact me at 516-876-4800 x 318.

Thank you for your anticipated cooperation in this matter.

Very truly yours,

Julia Kodis  
Account Executive  
Kaled Management Corp.

JK/jf

RESOLUTION OF BOARD OF DIRECTORS OF ROCK RIVER APTS. INC.

We the undersigned, all of the directors of the above Corporation consent to and agree that the following corporate resolution was made as of the 18 day of September, 2012 at 7:30 p.m. at 100 S. Village Ave., Rockville Centre, New York 11570

We do hereby consent by unanimous consent to the adoption of the following amendment to the house rules as if it was adopted at a regularly called meeting of the Board of Directors of the Corporation in accordance with the laws of the State of New York and the bylaws of this Corporation effective as of the date of this resolution;

\* that the house rules be amended to add the following house rule: "Smoking is not be allowed anywhere on the premises owned by the Corporation whether in the common areas (both interior and exterior) or in the interior of any individual unit."

\*That the Board of Directors shall have the right but not the obligation to enforce the foregoing house rule.

\* That in addition to furnishing a prospective applicant with the current house rules as amended hereunder, management shall cause a separate notice to be placed in all prospective applicant packages making reference to said house rule and requiring the signature of any such applicant(s) prior to the consideration of any applications to purchase shares in the co-op corporation.

\*That the officers of the corporation are specifically authorized to perform the acts necessary to implement the foregoing.

Robert Small

Director

ROBERT SMALL

Printed Name

18 September 2012

Date

Thomas A. Carew

Director

THOMAS A CAREW

Printed Name

18/Sept/2012

Date

Thomas Weber

Director

Thomas Weber

Printed Name

18/Sept/2012

Date

Vernette Valentin

Director

VERNETTE VALENTIN

Printed Name

18/Sept/2012

Date

Nancy Hiner

Director

Nancy Hiner

Printed Name

18/Sept/2012

Date

September 28, 2007

All Shareholders  
Rock River Apts. Inc.  
100-110 S. Village Avenue  
Rockville Centre, NY 11570

Dear Shareholders:

The Rock River Apartment Inc., Board of Directors has voted unanimously on the following policies to be effective immediately.

A Capital Improvement Contribution Fee has been established by the Board of Directors. This fee is segregated and deposited into the reserve account of the co-op. The premise of this fee is that all shareholders, even new ones benefit from the reserve account that has been funded through maintenance fees and paid by all current shareholders during the full year.

#### FEES DUE FROM PURCHASER AT CLOSING

1. A capital improvement contribution in an amount equal to three (3) months maintenance, made payable to Rock River Apts. Inc.
2. Closing, a deposit of Five Hundred dollars (\$500) made payable to Rock River Apts. Inc. refundable pending no damages; the rights of the co-op corporation will not be deemed limited by the \$500 security amount.
3. Closing, a security fee of Five hundred dollars (\$500) made payable to Rock River Apts. Inc. Payment must be made by Bank Check or Certified Check. This fee is non-refundable.
4. Strict adherence to the rules and regulations of Rock River Apts. Inc. moving must be followed. Failure to do so will result in fines to be determined by the Board of Directors. Please take notice of the following:
  - You must notify the buildings superintendent at least 48 hours in advance of your scheduled move into the building.
  - No moves will be permitted on a weekend, holiday or outside the hours of 9:00 am and 5:00 pm.

#### FEES DUE FROM SELLER AT CLOSING

5. Closing, a deposit of Five Hundred dollars (\$500) made payable to Rock River Apts. Inc., refundable pending no damages; the rights of the co-op corporation will not be deemed limited by the \$500 security amount.
6. Closing, a security fee of Five hundred dollars (\$500) made payable to Rock River Apts. Inc. Payment must be made by Bank Check or Certified Check. This fee is non-refundable.

As always the Board of Directors welcomes your comments and suggestions in writing. You may also contact me with any questions and or concerns you may have.

Very truly yours,  
Diahann Henriques  
Property Manager  
Kaled Management



management corp.

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

WWW.KALED.COM

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

EMAIL: INFO@KALED.COM

February 22, 2013

To All Shareholders  
Rock River Apts. Inc.  
100-110 So. Village Avenue  
Rockville Centre, NY 11570

RE: Air Conditioner Bracket Requirement

Dear Shareholder(s):

Please be advised that the cooperative's insurance carrier has required that all window mounted air conditioner units be supported by a metal brace that rests against the brick or metal frame that inserts in the window. This includes ground floor units and penthouse air conditioners as well.

Compliance with this requirement is the responsibility of each shareholder with air conditioner units. To protect Rock River Apartments, the air conditioning units and proper brackets must be installed and removed by someone who is not an employee of the cooperative. Therefore, the superintendent will no longer be able to install or remove the air conditioner units for you.

For your convenience, we have identified two contractors that can properly install the metal brackets for your air conditioning unit as well as mount / remove your unit. Those contractors, which are independent of management and the cooperative, are the following:

Abbey Service West (718) 241-6348  
Elegant Entries (631) 595-1000

You are not required to engage either of the above contractors to perform the work. You are free to use any other qualified contractor provided they carry the necessary insurance coverage. Attached is a photo of a universal air conditioner bracket that is recommended by the insurance carrier.

We regret the inconvenience and additional expense this may cause you, and thank you in advance for your cooperation.

If you need further information please do not hesitate to contact me at (516) 876-4800 ext. 318.

Very truly yours,

Julia Kodis  
Account Executive  
Kaled Management Corp.

JK/oe

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

### Reasonable Accommodations

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

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

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

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

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

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



- If you have a mobility impairment, your housing provider may be required to provide you with a ramp or other reasonable means to permit you to enter and exit the building.
- If your doctor provides documentation that having an animal will assist with your disability, you should be permitted to have the animal in your home despite a "no pet" rule.
- If you need grab bars in your bathroom, you can request permission to install them at your own expense. If your housing was built for first occupancy after March 13, 1991 and the walls need to be reinforced for grab bars, your housing provider must pay for that to be done.
- If you have an impairment that requires a parking space close to your unit, you can request your housing provider to provide you with that parking space, or place you at the top of a waiting list if no adjacent spot is available.
- If you have a visual impairment and require printed notices in an alternative format such as large print font, or need notices to be made available to you electronically, you can request that accommodation from your landlord.

#### Required Accessibility Standards

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

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

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

#### How to File a Complaint

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

# NOTICE TO TENANT OF APPLICABILITY OR INAPPLICABILITY OF THE NEW YORK STATE GOOD CAUSE EVICTION LAW

This notice from your landlord serves to inform you of whether or not your unit/apartment/home is covered by the New York State Good Cause Eviction Law (Article 6-A of the Real Property Law) and, if applicable, the reason permitted under the New York State Good Cause Eviction Law that your landlord is not renewing your lease. Even if your apartment is not protected by Article 6-A, known as the New York State Good Cause Eviction Law, you may have other rights under other local, state, or federal laws and regulations concerning rents and evictions. This notice, which your landlord is required to fill out and give to you, does not constitute legal advice. You may wish to consult a lawyer if you have any questions about your rights under the New York State Good Cause Eviction Law or about this notice.

The sending of this notice does not vitiate any prior litigation notices or pleading served upon you, nor does the sending of this notice serve to revive or reinstate any previously terminated tenancy. The word "tenant" as recited in the notice is solely for identification purposes and not a statement of legal status. No admissions or concessions of an owner right or remedy may be construed from the text or sending of this notice.

## NOTICE (THIS SHOULD BE FILLED OUT BY YOUR LANDLORD)

### UNIT INFORMATION

STREET:
UNIT OR APARTMENT NUMBER:
CITY/TOWN/VILLAGE:
STATE:
ZIP CODE:

### 1. IS THIS UNIT SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW? (PLEASE MARK APPLICABLE ANSWER)

☐ YES

☒ NO

### 2. IF THE UNIT IS EXEMPT FROM ARTICLE 6-A OF THE REAL PROPERTY LAW, 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