

SALES APPLICATION:

SAGAMORE OWNERS, INC.
84-31 Van Wyck Expressway
Briarwood, N.Y. 11435

Contact Information:
Barbara Robertson
Transfer Agent
Kaled Management Corp.
7001 Brush Hollow Road, Ste: 200
Westbury, NY 11590
Phone: (516) 876-4800 x340
Fax: (516) 780-8330
Email: Barbarar@kaled.com

Bldg. # 444

SAGAMORE OWNERS, INC.

SALES REQUIREMENT CHECKLIST

1. Purchase Application (*) _____
2. Copy of Signed Contract of Sale (Blumberg Contract Preferred by Board) _____
3. Reference Letter from Previous Landlord _____
4. Three (3) Personal Letters of Reference and One (1) Business Reference _____
5. Copy of W-2 forms for prior two (2) years, along with IRS 1040 Tax Filing _____
6. Letter from Employer indicating length of employment and current salary _____
7. A signed Window-Guard Rider. _____
8. If financing, a copy of the signed Mortgage Commitment and Application _____
9. If financing, a copy of the Aztech form of Recognition Agreement _____
10. Copies of last three (3) months bank statements _____
11. Copies of last three (3) months paystubs _____
12. Lead Paint Rider Signed and Initialed by both parties _____
13. Sprinkler Disclosure _____
14. House Rules acknowledgement and receipt _____

NOTE: DO NOT REORDER THE PAGES OF THE PURCHASE APPLICATION.
Should the applicant(s) decide to submit bound application packages, separator tabs should be inserted at the beginning of each key section defined by the list above.

SAGAMORE OWNERS, INC.
Cooperative Apartment Resale Application

Complete application and return to Managing Agent's office with the following:

1. Three (3) reference letters from persons not personally related to you.
2. Employment reference letter with statement of current salary.
3. Letter of reference from present Landlord or Managing Agent.
4. Copies of US Federal Income Tax returns for past two (2) years along with W-2 forms. If self-employed, please include your business returns or financial statements.
5. Statement of Assets and Liabilities.
6. Required fees – (All fees to be paid by Certified Check or Money Order)

Purchaser to enclose the following checks:

- * ***\$600.00 payable to Kaled Management Corp., for administration fee.***
- * ***\$200.00 payable to Sagamore Owners, Inc., for administration fee.***
- * ***\$150.00 per applicant payable to Kaled Management Corp., for credit check.***
- * ***\$500.00 payable to Sagamore Owners, Inc. This is a Move-In deposit, which is refundable upon complete compliance with the House Rules. Purchaser will be billed for any damages or violations of moving rules.***

Seller to provide the following checks:

- * ***\$500.00 payable to Sagamore Owners, Inc. This is a Move-Out deposit, which is refundable upon complete compliance with the House Rules. Purchaser will be billed for any damages or violations of moving rules.***
- * ***Seller to pay flip tax of \$3.00 per share (NOTE: This is payable at Closing)***

7. Incomplete packages will not be processed and will be returned. **One (1) COLLATED COPY AND ONE (1) ORIGINAL are to be submitted (Totaling 2 complete packages). SINGLE SIDE COPIES ONLY.**
8. Submit completed packages to: ***Barbara Robertson, % Kaled Management Corp., 7001 Brush Hollow Road, Ste: 200, Westbury, NY 11590.***
9. Please allow four (4) weeks for the processing of the application.

A CURRENT PHOTO OF ALL SHAREHOLDERS MUST BE PROVIDED TO THE CO-OP TRANSFER ATTORNEY AT CLOSING.

SOCIAL SECURITY NUMBERS SHOULD BE OMITTED/BLACKENED OUT FROM ALL DOCUMENTS EXCEPT FOR THE CREDIT AUTHORIZATION.

SAGAMORE OWNERS, INC.
PLEASE READ THE FOLLOWING IMPORTANT INFORMATION:

Upon receipt in our offices of the completed purchase application and accompanying fees, the submission will be reviewed and credit check(s) obtained. The application process takes approximately 4 weeks from the date the completed application is received in the offices of Kaled Management Corp.

All completed documents are reviewed and verified by the Agent prior to submitting them to the Board. When verification is complete, the file will then be referred to the Board for its consideration. It should be noted that the information requested herein is not all-inclusive. That Board may require additional information and the prospective purchaser(s) will be obligated to furnish it within a reasonable period of time.

A personal interview will be scheduled with the Board for the prospective purchaser(s). All persons who will be residing in the apartment must attend the interview. Kaled Management Corp. will advise of the applicant's approval or rejection in writing. Also, please note that the Board has no obligation to explain their decision to the prospective applicant(s).

Please feel free to call should there be questions concerning this application package or the procedures set forth in this letter.

Very truly yours,

Barbara Robertson
Transfer Agent

Encls.

SAGAMORE OWNERS, INC.
PURCHASE APPLICATION

To: Board of Directors
SAGAMORE OWNERS, INC.
c/o Kaled Management Corp.
7001 Brush Hollow Road, Ste: 200
Westbury, NY 11590

Date: _____

The undersigned has contracted to purchase from: _____,

_____ shares of Sagamore Owners, Inc. and the accompanying proprietary lease for

Apt # _____ in the premises located at 84-31 Van Wyck Expy, Briarwood, NY 11435.

Purchase Price \$ _____

Maintenance Amount \$ _____

Estimated Date of Closing: _____

Date of Possession: _____

Name of Broker: _____

Special conditions, if any: _____

The undersigned hereby agrees to obtain the consent of the Board of Directors of Sagamore Owners, Inc. to the transfer and assignment of the proprietary lease for the indicated apartment and the related shares of stock. This application is required to be completed by proposed purchasers for the information of the Board of Directors of Sagamore Owners, Inc.

In applying for consent to this proposed sale, the undersigned understands that such consent is required by the terms of the proprietary lease. The undersigned also understands that the information outlined within is essential to this application and hereby consents to permit the Board of Directors, or its agent(s), to investigate and confirm all the information contained herein.

It is further understood that the terms and conditions of a sale are subject to the approval of the Board of Directors.

Signature of Applicant

Signature of Co-Applicant

Print name

Print name

SAGAMORE OWNERS, INC.
PERSONAL INFORMATION

Name of Applicant (Please print legibly)

_____ Date of Birth: _____

Current Address: _____

Length of time at this address: _____

Do you...? Check one please: Own your home ☐ Rent ☐

If you rent, what is your monthly payment: \$ _____

Last 4-digits of Social Security Number: _____

Driver's License (State/Number): _____ / _____

Home Phone: (____) _____

Name of Co-Applicant: (Please print legibly, indicate "same" where appropriate)

_____ Date of Birth: _____

Current Address: _____

Length of time at this address: _____

Do you...? Check one please: Own your home ☐ Rent ☐

If you rent, what is your monthly payment: \$ _____

Last 4-digits of Social Security Number: _____

Driver's License (State/Number): _____ / _____

Home Phone: (____) _____

Citizen(s) of what country? _____

	<i>Applicant</i>	<i>Co-Applicant</i>
Marital Status:	Single <input type="checkbox"/>	Married <input type="checkbox"/>
	Separated <input type="checkbox"/>	Divorced <input type="checkbox"/>
		How Long? _____
		Other <input type="checkbox"/>

Any Alimony or Child Support? Expense \$ _____ Income \$ _____

Number of Dependent Children? _____, Other dependents? _____

Names and dates of birth of **All** persons to reside in the apartment:

	<u>Name</u>	<u>Relationship</u>	<u>Date of Birth</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____

SAGAMORE OWNERS, INC.
EMPLOYMENT INFORMATION

Applicant

Name of current employer or business: _____

Business address/phone: _____

Nature of Business / Position Held: _____

How Long Employed: _____ Annual Salary: \$ _____

Name of previous employer or business: _____

Business address/phone: _____

Nature of Business / Position Held: _____

How Long Employed: _____ Annual Salary: \$ _____

Co-Applicant

Name of current employer or business: _____

Business address/phone: _____

Nature of Business / Position Held: _____

How Long Employed: _____ Annual Salary: \$ _____

Name of previous employer or business: _____

Business address/phone: _____

Nature of Business / Position Held: _____

How Long Employed: _____ Annual Salary: \$ _____

SAGAMORE OWNERS, INC.

Have you or any of the persons to reside in the apartment ever been convicted of a crime?

No ☐ Yes ☐

If so, Whom: _____ Where: _____

Date of Conviction: _____ Explain: _____

Do you own a vehicle?

No ☐ Car ☐ Van ☐ Motorcycle ☐ Other: _____ ☐

Year: _____, Make/Model: _____ / _____, Plate # _____

Year: _____, Make/Model: _____ / _____, Plate # _____

Do you intend to rent a garage space? No ☐ Yes ☐

**ALL APPLICANTS MUST SIGN BOTH STATEMENTS BELOW.
FAILURE TO SIGN AND RETURN THIS PAGE WILL RESULT IN YOUR
APPLICATION BEING RETURNED TO YOU.**

Statement of the No Pet Policy

Your signature below represents your understanding that you will not harbor any pet at any time in your apartment.

Applicant's signature _____ Date _____

Signature of co-applicant _____ Date _____

Statement of House Rules and Alteration Agreement Policies

Your signature below represents that you acknowledge receipt, have read and understood, and agree to adhere to the House Rules and Alteration Agreement of Sagamore Owners, Inc.

Applicant's signature _____ Date _____

Signature of co-applicant _____ Date _____

SAGAMORE OWNERS, INC.

I/we, the undersigned, _____, hereby state that prior to my/our purchase of apartment # _____ at 84-31 Van Wyck Expressway, Briarwood, New York (the "Apartment"), I was made aware by the cooperative's Managing Agent, Kaled Management Corp., as well as by cooperative Board members during the personal interview, of the cooperative's specific requirements relating to the occupancy of such apartment.

I/we fully understand that the apartment can only be occupied by myself/ourselves AND my/our immediate family (as defined in the proprietary lease) as our primary residence. I also fully understand that subleasing of the apartment is not permitted and that the apartment may not be used by any occupants for any commercial purpose at any time.

I/we fully understand that a violation to the above will automatically constitute a violation of this agreement, based on which the purchase of this apartment was approved by the cooperative's board. Under such circumstance, no specific notification will be required to be served on me/us by the cooperative and/or its authorized representatives and the shares issued to me/us will be automatically cancelled.

Applicant's signature _____ Date _____

Signature of co-applicant _____ Date _____

SAGAMORE OWNERS, INC.

Note: It is understood that this application is subject to rejection by the Board of Directors for any reason. I hereby authorized Kaled Management Corp. to obtain consumer reports, and any other information it deems necessary, for the purpose of evaluating my application. I understand that such information may include, but is not limited to credit history, civil and criminal information, records of arrest, rental history, employment/salary details, and/or any other necessary information. I understand that subsequent consumer reports may be obtain and utilized under this authorization in connection with an update, renewal, extension or collection with respect or in connection with the rental or lease of a residence for which application was made. I hereby expressly release Kaled Management Corp. and any procurer or furnisher of information from any liability what-so-ever in the use, procurement, or furnishing of such information, and understand that my application information may be provided to various local, state and/or federal government agencies, including without limitation, various law enforcement agencies.

Applicant's signature _____ Date _____

Signature of co-applicant _____ Date _____

SAGAMORE OWNERS, INC.

I/We, the undersigned hereby submit this Application to purchase _____ shares
of stock in Sagamore Owners' Inc. , and the Proprietary Lease for Apartment _____

I/We hereby acknowledge my/our understanding of the following:

1. The Board of Directors will utilize this Application to obtain background information regarding proposed purchasers of the Corporation's Stock.
2. The Board of Directors may require additional information and will require that the applicant(s) appear for a personal interview.
3. The proposed purchase cannot be consummated without the Board's consent.
4. I/We have read the Proprietary Lease and House Rules which will govern the occupancy of the apartment by its residents and which would govern the occupancy by the applicant(s).
5. In no event will the Corporation, the Board of Directors or its agents be responsible for any liabilities or expenses incurred by any applicant whose application is rejected.
6. 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.
7. Falsification of any of the following information or omission of material information here from, may result without limitation in revocation of the Board of Directors approval and termination of the applicant's Proprietary Lease.

The undersigned hereby authorize the Board of Directors and its agents to run credit checks and to contact any of the employers, bank, landlords, educational institutions, references, etc. described herein in order to elicit information bearing upon this application.

The undersigned hereby make this application to purchase share of stock in the Corporation and the Proprietary Lease for the apartment described below.

The undersigned acknowledges that, if this application is accepted, the undersigned will not, without the prior written consent of the Board of Directors: Pledge the shares of the Corporation's stock; make structural or any other alterations to the apartment, sublease the apartment, permit non-family members to reside in the apartment for more than one month, use the apartment for other than residential purposes or violate any provision of the Proprietary Lease, House Rules, or By-Laws. The undersigned acknowledges that the undersigned is acquiring the Apartment in an "as is" condition.

The undersigned confirms the accuracy of all of the information contained herein.

Applicant _____
(Signature)

Date _____

Co-Applicant _____
(Signature)

Date _____

SAGAMORE OWNERS, INC.

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) (attached 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

SAGAMORE OWNERS, INC.

SCHEDULE A - REAL ESTATE OWNED

Location and Type of Property	Title In the Name of	Date Acquired	Cost	Appraised Value (recent)	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

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 CDs AND MONEY MARKET ACCTS

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

SCHEDULE F - 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		\$

SAGAMORE OWNERS, INC.
YEARLY INCOME AND EXPENSE STATEMENT

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

Applicant's Name _____

INCOME		EXPENSES	
Salary (or earned income)	\$	Mortgage Payments	\$
Bonus and Commissions		Real Estate Taxes	
Real Estate Income (Net)		Rent/Co-op/Condo Maintenance	
Share of partnership income (loss)		Loan or Note Payments	
Business Income (Net) Sole Proprietorship		Auto Loan/Lease Payments	
Dividends		Insurance Premiums	
Interest		Tuition Expenses	
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? (if yes, please explain)

Date _____

Signature of Applicant

Date _____

Signature of Applicant

SAGAMORE OWNERS, INC.
84-31 Van Wyck Expressway, Briarwood, New York 11435

HOUSE RULES

GENERAL: COMMON AREAS AND APARTMENTS

1. The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building.
2. Children shall not play in the public halls, lobby, and stairways or on the roof.
3. The lobby is not to be used as a social or dining area.
4. No public hall of the building shall be decorated or furnished by any Lessee in any manner without prior written consent of the Lessor.
5. No article shall be placed in the halls or on the staircase landings or elevators, nor shall anything be hung or shaken from the doors, windows, terraces or balconies, or placed on the windowsills or fire escapes of the building.
6. No bicycles, scooters, baby carriages, or similar paraphernalia shall be allowed to stand or be stored in the public halls, passageways, areas, or courts of the building.
7. Neither smoking, nor the possession of lit implements, shall be permitted in public hallways, stairways, or any other common area.
8. Smoke detectors and carbon monoxide detectors are required in each apartment by law and are subject to inspection once a year by the superintendent or staff. (See paragraph 18(d) of the Proprietary Lease).
9. No awnings or ventilators shall be used in or about the building, nor shall anything be projected out of any window of the building.
10. All window air-conditioning units, regardless of size, shall be installed with support brackets. No bricks, wood blocks, or other unauthorized objects or materials will be used to support air-conditioning units. Failure to comply with this house rule will result in a fine of \$5,000.00 per occurrence. Under no circumstances shall air-conditioning units be installed on fire-escapes.
11. No sign, notice, advertisement, or illumination shall be inscribed or exposed on any window or other part of the building, except such as shall have been approved in writing by the Lessor or the managing agent.
12. No Lessee shall install any plantings on the terraces or the roof without prior written approval of the Lessor. In addition, no dividers or enclosures may be installed on any terrace at any time, nor may holes be made in terrace walls for plants or any other purpose.

SAGAMORE OWNERS, INC.
84-31 Van Wyck Expressway, Briarwood, New York 11435

HOUSE RULES

GENERAL: COMMON AREAS AND APARTMENTS (continued)

13. The sitting area located on the side of The Sagamore on 86th Avenue is provided for the exclusive use of the Lessees and their guests.
 14. No animal or bird shall be kept or harbored in the building. No pigeons or other birds or animals shall be fed from the windows sills, terraces, and balconies or in the yard, court spaces, or other public portions of the building, or on the sidewalk of the street adjacent to the building.
 15. New York Fire Regulations require that all shareholders, as well as any subtenants, to affix to the inside of the front door of their apartment a fire safety plan. All shareholders must attach said plan effective immediately. In the event that said plan is not affixed to the front door and the cooperative receives a violation, or sustains any other damage as a result of the failure of the occupant to have said sign affixed thereon, any fees, fines, expenses, or damages, resulting from failure to attach said fire safety plan shall be paid by the shareholder or occupant.
 16. External doors on terraces must be kept white to preserve the unified appearance of the building's exterior. Painting of the brickwork is prohibited.
 17. No radio, television aerial or satellite dish shall be attached to or hung from the exterior of the building.
-

NOISE ABATEMENT

18. Eighty percent (80%) of the floors in each apartment must be covered by carpets or rugs, with suitable padding, or other approved noise dampening material. Bathroom, closet and kitchen floors are excluded.
 19. No Lessee shall make or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall play upon or suffer to be played upon, any musical instrument, or permit to be operated a phonograph, or a radio or a television, or loud speaker in such Lessee's apartment between the hours of 11:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy other occupants of the building.
-

SAGAMORE OWNERS, INC.
84-31 Van Wyck Expressway, Briarwood, New York 11435

HOUSE RULES

SANITATION

20. Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent or the managing agent may direct.
 - a. If garbage does not fit down the compactor chute then it must be brought down to the basement compactor room. No garbage should be left in the compactor room at any time.
 - b. When throwing out recyclable items, please remember to place all glass and plastic items in the blue bin. Please make sure all recyclable items are rinsed out before they are placed in blue recyclable bin.
 - c. All cardboard items should be broken down and neatly placed in the trash closet.
 - d. If you have any items that are too big for the closet, please bring them down to the compactor room in the basement.
 - e. Newspapers and magazines can be left on the shelf in the compactor room on your floor.
 21. Expectoration (spitting), urinating, defecating or the spreading of any bodily fluids anywhere within the Sagamore building or on its adjacent property is expressly prohibited. Failure to immediately and completely clean up any such occurrence, even if accidental, is subject to a maximum penalty of \$500 per occurrence and may result in the termination of shares as this activity constitutes a health hazard and interferes with the rights, comfort and convenience of other Lessees.
 22. Water closets (toilets) and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweeping, rubbish, rags, or any other article be thrown into the water closets. The cost of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Lessee in whose apartment it shall have been caused.
 23. The Lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee during 10 days after notice in writing from the Lessor or the managing agent to clean the windows, such cleaning may be done by the Lessor, which shall have the rights, by its officers or authorized agents, to enter the apartment for the purpose and to charge the cost of such cleaning to the Lessee.
 24. The Lessee shall not permit unreasonable cooking or other odors to escape into the building.
-

ALTERATIONS, CONTRACTORS AND EXTERMINATORS

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

SAGAMORE OWNERS, INC.
84-31 Van Wyck Expressway, Briarwood, New York 11435

HOUSE RULES

ALTERATIONS, CONTRACTORS AND EXTERMINATORS (continued)

26. With the exception of painting and wallpapering within an apartment, Lessees are specifically cautioned that their right to make any addition, change or alteration to their apartment, including terraces, requires consent of the Lessor. Plans must be submitted to, and approved by the Lessor accordingly. Illegal alterations/renovations will be assessed a fine of up to \$5,000.00 per occurrence, plus costs of restoration.
 27. Messengers and tradespeople shall use such means of ingress and egress as shall be designated by the Lessor.
 28. Construction, repairs, installations or heavy cleaning involving noise may only be performed Monday through Friday, between the hours of 8:00am and 5:00pm, but may not occur on public holidays. Workmen and materials will enter and exit the building through the service entrance located on 86th Avenue. The shareholder is responsible to keep the public areas, used by the workmen, clean, clear, protected from damage, and accessible to other residents. At the beginning of each workday, Kraft paper, or other protective material must be placed on the hallway floors, as appropriate. At the end of each workday, and again at the end of the construction, repair or installation, the shareholder is responsible to inspect and remove superfluous materials and return the public areas to their original, clean and unobstructed state. The shareholder is also responsible for the removal of all waste, construction and demolition materials utilized and/or removed by the contractors, at his/her expense. A deposit of five hundred dollars (\$500.00) must be made to cover the costs of damages to the building or clean up. Any balance remaining after an assessment will be refunded. If there is no damage or clean up expenses the deposit will be refunded in full. The deposit amounts shall not be deemed to be a limitation of liability.
 29. The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary to ameliorate and/or repair the structural integrity of the building, which may include, but is not limited to masonry, plumbing and/or electricity.
-

ENTERING AND EXITING THE BUILDING

30. The lobby is for the entering and exiting of persons and hand-carried items only. Large items and deliveries must be accomplished according to the Move In / Move Out rules (see Rule #32).
31. Trunks and heavy baggage shall be taken in or out of the building through the service entrance on 86th Avenue.

SAGAMORE OWNERS, INC.
84-31 Van Wyck Expressway, Briarwood, New York 11435

HOUSE RULES

ENTERING AND EXITING THE BUILDING (continued)

32. Move-ins and move-outs require an appointment be made with the managing agent or the superintendent at least 48 hours prior to any intended move. Moving is allowed any day between the hours of 8:00 AM and 8:00 PM. Moving will be done through the side door located on 86th Avenue only. Moving through the front door is expressly forbidden. Moving is not permitted on holidays. A deposit of five hundred dollars (\$500.00) must be made for any move to cover the costs of damages to the building. Any balance remaining after an assessment will be refunded. If there is no damage the deposit will be refunded in full. The deposit amounts shall not be deemed to be a limitation of liability. Costs to repair damages that exceed the amount of the deposit will be the responsibility of the moving party.
-

BUILDING GARAGE

Parking:

33. Parking in the building garage is limited to non-commercial passenger vehicles only. Requests for spaces must be made through submission of a written application.

Only Lessees may make such requests. A garage space allocated to a Lessee may be used by authorized subtenants of such Lessee. Under no circumstances may a garage space be used by any other person. Subletting of garage spaces is prohibited.

Monthly payments for a garage space are the responsibility of the Lessee and are payable at the same time as maintenance is payable. Charges for a garage space shall be deemed to be additional rent.

Vacant spaces revert to a pool of available spaces. If demand for spaces is greater than the number of spaces available, then the managing agent shall keep a waiting list. An available space will be offered to the next qualified Lessee on the waiting list.

The Lessee may relinquish a space by giving written notice to the Lessor. The remote control device must be returned, or a charge shall be imposed equal to the cost to replace the device. The charge shall be deemed additional rent.

A Lessee's right to a garage space may be revoked at any time by written notice of the Lessor if the Lessee:

1. fails to make timely maintenance payments and garage payments;
2. fails to comply with the General Rules or Safety sections set forth below;
3. or if the Lessee tampers or causes someone to tamper with the garage door, remote, or electronic controller.

Additional spaces are only available to shareholders in residence and only when there is no waiting list.

SAGAMORE OWNERS, INC.
84-31 Van Wyck Expressway, Briarwood, New York 11435

HOUSE RULES

BUILDING GARAGE (continued)

Parking (continued):

- 34. No vehicle belonging to a Lessee or to the member of a family or guest, subtenant, or employee of a Lessee shall be parked in such manner as to impede or prevent ready access to any entrance of the building by another vehicle.
- 35. The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage.

General Rules:

- 36. Garage spaces must be kept clean and free of debris and obstructions. Occupant must park within the delineated by one space. Animals may not be kept in the garage. Parking is at the Lessee's own risk; Lessor is not responsible for cars or belongings. If the remote control is lost, stolen or broken, Lessee must contact the superintendent or managing agent immediately.

Safety:

- 37. Soiling due to leaks and spillage must be cleaned promptly by the Lessee. Smoking is prohibited in all areas of the garage. Lessee shall close the garage door after entering or exiting. Lessee must exercise caution and drive slowly and carefully in the garage.
 - 38. No vehicle belonging to a Lessee or to the member of a family or guest, subtenant, or employee of a Lessee shall be parked in such manner as to impede or prevent ready access to any entrance of the building by another vehicle.
-

FINES AND LIMITATIONS

- 39. The Lessor may assess a fine of up to \$500 for each violation of the House Rules with the exception of rules #10 and #25.
- 40. Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.
- 41. These House Rules may be added to, amended or repealed at any time by a resolution of the Board of Directors of the Lessor.
- 42. A late fee of fifty dollars (\$50.00) shall be imposed when any maintenance payment is received after the 10th day of the month, and will appear on the following month's bill. (See paragraph 12 of the Proprietary Lease).

SAGAMORE OWNERS, INC.
84-31 Van Wyck Expressway, Briarwood, New York 11435

HOUSE RULES

FINES AND LIMITATIONS (continued)

43. The posting of notices shall be permitted only on the basement bulletin boards.
44. Complaints regarding the service of the building shall be made in writing to the managing agent of the Lessor.
45. Shareholders shall be required to obtain and keep in full force and effect a homeowner's insurance policy from an insurer duly licensed in the state of New York which provides coverage for losses arising from fire, theft and liability.
46. Any legal expenses incurred by the cooperative in enforcing these rules will be charged to the offending shareholder.
47. Defacing, destroying or abuse of any public area, inside or out, will result in non-renewal of lease and/or a fee for damages appearing on your rent or maintenance bill.
48. No group tour, 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 Lessor or its managing agent. If consent is granted, such open-houses require all visitors to be escorted by the Lessee, or designated agent, at all times while on the premises.

GUESTS AND VISITORS

49. If you have given your keys to a guest or visitor, the person must be introduced to the superintendent and the doorman.
50. Subletting of apartments is prohibited. Apartments are to be used as private dwellings for the Lessee and members of the Lessee's family only (as defined in Proprietary Lease section 14).
51. The apartment may be occupied from time-to-time by guests of the Lessee for a period of time not exceeding one month, unless a longer period is approved in writing by the Lessor, but no guests may occupy the apartment unless one or more of the permitted adult residents are then in occupancy or unless consented to in writing by the Lessor.

LAUNDRY ROOM

52. Lessees shall use the available laundry facilities only upon such days and during such hours as may be designated by the Lessor. Washers and dryers may not be left unattended for more time than is necessary to complete the cycle or beyond posted operating hours.

CERTIFICATE OF RESOLUTION

I, Emver Hidalgo, Secretary of Sagamore Owners Inc. do hereby certify that at a meeting of the Board of Directors duly held on the 16th day of February, 2023, at which a quorum was present and acting throughout, the following Resolution was duly adopted.

The Board of Directors of Sagamore Owners Inc. adopts a new House Rule which provides:

Except as otherwise provided herein, Powered Mobility Devices, including but not limited to E-Bikes, scooters, hoverboards and other mobility devices are hereby prohibited anywhere within the building or within any apartments in the building. Powered Mobility Devices may not be charged anywhere in the building, including but not limited to any common areas, apartments, or the garage. The only exception to this absolute prohibition shall be where a Lessee demonstrates by written medical documentation acceptable to the Lessor in its sole discretion that a Powered Mobility Device such as a wheelchair or a scooter is required for the mobility of the Lessee.

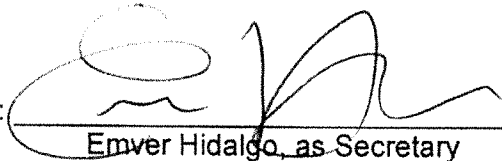
And it is further

RESOLVED, that the provisions of this House Rule shall take effect as of March 1, 2023; and it is further

RESOLVED, that any Lessees currently possessing any Powered Mobility Device in their apartment or in the building shall have until March 31, 2023 to permanently remove the Powered Mobility Device from their apartment and the building.

IN WITNESS WHEREOF, I have hereunto set my name and seal of the corporation this 16th day of February 2023.

By:


Emver Hidalgo, as Secretary

UNIFORM ACKNOWLEDGMENT

State of New York)
) ss.:
County of Queens)

On the 16th day of February the year 2023 before me, the undersigned, a Notary Public in and for said State, personally appeared Fancy Hidalgo, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

SHAH ALMOSHIN
NOTARY PUBLIC-STATE OF NEW YORK
QUALIFIED IN QUEENS COUNTY
NO. 01AL6386010
COMMISSION EXPIRES JANUARY 22, 2027

Shah Almoshin March 27th, 2023
NOTARY PUBLIC



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

March 27, 2023

All Residents of
Sagamore Owners Inc.
84-31 Van Wyck Expressway
Briarwood, NY 11435

Dear Residents(s):

The Sagamore Owners Inc. Board of Directors has voted to amend the House Rules regarding Powered Mobility Devices.

Except as otherwise provided herein, Powered Mobility Devices, including but not limited to E-Bikes, scooters, hoverboards and other mobility devices are hereby prohibited anywhere within the building or within any apartments in the building. Powered Mobility Devices may not be charged anywhere in the building, including but not limited to any common areas, apartments, or the garage. The only exception to this absolute prohibition shall be where a Lessee demonstrates by written medical documentation acceptable to the Lessor in its sole discretion that an Assistive Powered Mobility Device such as a wheelchair or a scooter is required for the mobility of the Lessee.

The new House Rule shall take effect as of March 1, 2023. Any Lessee currently possessing any Powered Mobility Devices in their apartment or in the building shall have until March 31, 2023 to permanently remove the Powered Mobility Device from their apartment and the building.

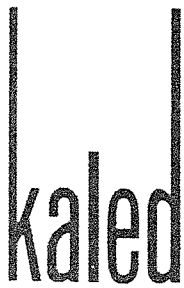
Any violations regarding the Powered Mobility Device House Rule shall result in legal action including but not limited to eviction proceedings.

If you have any questions and/or concerns regarding this please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to be "Michael Ravner", written over a horizontal line.

Michael Ravner
Property Manager



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
(212) 376-5508

EMAIL: INFO@KALED.COM

NOTICE

TO: All Residents of Sagamore Owners Inc.
FROM: Michael Ravner-Kaled Management
DATE: June 24, 2016
RE: **GARBAGE DISPOSAL**

It has come to our attention that some residents are improperly disposing of their garbage. All residents must follow the garbage disposal regulations.

- If garbage does not fit down the compactor chute then it must be brought down to the basement compactor room. No garbage should be left in the compactor room at any time.
- When throwing out recyclable items, please remember to place all glass and plastic items in the blue bin. Please make sure all recyclable items are rinsed out before they are placed in blue recyclable bin.
- All cardboard items should be broken down and neatly placed in the trash closet.
- If you have any items that are too big for the closet, please bring them down to the compactor room in the basement.
- Newspapers and magazines can be left on the shelf in the compactor room on your floor.

If you are observed improperly disposing of your garbage, you will be fined accordingly. We ask that all residents follow the garbage disposal guidelines to avoid pest and odor problems.

Thank you for your cooperation in this matter.

SAGAMORE OWNERS, INC.

Re: Sublet/Sale of Apartment # _____ Address: _____

CREDIT CHECK AUTHORIZATION

Name: _____

Date of Birth: _____

Social Security Number: _____

Home Address:
(Last seven years): _____

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

Signature

Dated

AFFIDAVIT OF COMPLIANCE WITH
CARBON MONOXIDE DETECTOR REQUIREMENT
FOR ONE AND TWO FAMILY DWELLINGS

County of _____)

Page 22 of 25

SAGAMORE OWNERS, INC.

WINDOW GUARDS REQUIRED

LEASE NOTICE TO TENANT

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

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

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

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

CHECK ONE:

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

TENANT (PRINT)

TENANT (SIGNATURE)

TENANT (SIGNATURE)

FOR FURTHER INFORMATION CALL:

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

SAGAMORE OWNERS, INC.

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

Lead Warning Statement

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

Seller's Disclosure

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

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

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

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

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

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

Purchaser's Acknowledgment (Initial)

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

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

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

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

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

Agent's Acknowledgment (Initial)

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

Certification of Accuracy

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

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

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

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

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

CHECK ONE:

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

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

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

Acknowledgment & Signatures:

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

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

SAGAMORE OWNERS, INC.



2001 BURGESS BLVD, 10TH FLOOR
SUITE 200
WESTBOROUGH, MA 01581
TEL: (508) 833-3800
FAX: (508) 833-3801
EMAIL: INFO@KALED.COM

November 15, 2007

Shareholder(s)
Sagamore Owners Inc.
84-31 Van Wyck Expressway
Briarwood, NY 11435

RE: Subleasing

Dear Shareholder(s):

The Board of Directors has unanimously adopted the following resolution governing subleasing. Effective January 1, 2008 there will be no new subleasing. Any resident currently negotiating a sublease must have the sublease signed and approved by the Board of Directors no later than December 31, 2007.

In addition, effective January 1, 2008 all current valid subleases will not be able to have an expiration date beyond December 31, 2009. Any shareholder with a valid sublease must re-occupy the apartment or have the apartment on the market for sale by 1/31/10 if they do not intend to live in the building.

If any shareholder's sublease is terminated prematurely by the shareholder or lessee, the shareholder will still be charged the sublease fee for the entire term of the sublease.

In the case of an emergency or extreme situations, the sublease will be reviewed on a case by case basis.

If you should have any questions, please feel free to call me at (516) 780-8319.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Richard T. Rossi".

Richard T. Rossi
Property Manager
Kaled Management Corp.

CC: Board of Directors
Kaled Management- Sales and Subleasing Dept.

real estate

Sagamore Owners Inc.
84-31 Van Wyck Expressway
Briarwood NY 11435

July, 2018

Dear Shareholders/Residents:

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

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

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

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

Very truly yours,
Board of Directors


RESOLUTION OF Sagamore Owners Inc.

The undersigned hereby certifies that the following resolution was adopted by the Board of Directors of Sagamore Owners Inc. at a meeting held on August 16, 2018.

"In accordance with New York City's newly enacted Local Law 147/2017 please be advised the Board of Directors has approved the attached no smoking policy and it has been added to the House Rules"

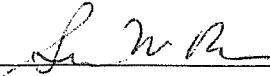
The Board has unanimously approved this resolution.

Sagamore Owners Inc.

By: 
Secretary

State of New York)
County of Queens)

On the 16th day of August 2018 before me personally came Sharon Blakis, to me known, who being by me duly sworn, did depose and say that she resides at 84-31 Van Wyck Expressway Brairwood NY, 11435 that she is the Secretary of the Sagamore Owners Inc., a New York Corporation, the corporation described in and which executed the foregoing resolution; that she 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 she signed her name thereto by like order.


Notary Public

Susan M. Rubin
Notary Public, State of New York
No. 01RU5046858
Qualified in Suffolk County
Commission Expires July 17, 2019



© TM City of New York

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 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