

SALES APPLICATION:

Sherwood Village Cooperative D., Inc.

99-05 59th Avenue Corona NY 11368

99-06 58th Avenue Corona NY 11368

99-35 59th Avenue Corona NY 11368

Contact Information:

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

05/2022

Application instructions

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

Guarantors are not allowed

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

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

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

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

All applicants and occupants must attend the interview.

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

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

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

Name _____ Phone _____

Email _____



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

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

EMAIL: INFO@KALED.COM

IMPORTANT INFORMATION REGARDING YOUR SOCIAL SECURITY
NUMBER

PROTECTING YOUR PRIVACY

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

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

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

If you have any questions please contact the Management Office.

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

SALES REQUIREMENTS – Sherwood Cooperative D
APPLICATION PACKAGE CHECKLIST:

1. Purchase Application _____
2. Statement of assets and liabilities _____
3. Copy of Signed Contract of Sale (Blumberg Contract Preferred by Board) _____
4. Reference Letter from Previous Landlord _____
5. Two (2) Letters of reference. One (1) Business reference _____
6. Copy of W-2 forms and federal and state income tax forms (first 2 pages only) for prior two (2) years.
(Please remove social security # and birthdate) _____
7. Proof of tax paid (canceled check) or tax refund (copy of bank statement showing deposit) as indicated on the tax due or refund line of the applicants last form 1040 filed _____
8. Letter of employment from the Human Resources Manager or Personnel Director, stating length of employment, title, & salary. (Salary must be disclosed). Four (4) most recent pay stub from latest payroll check. If employed less than one year please attach letter from previous employer. If applicant is retired, copies of pension or social security award letters. If applicant is self-employed, a letter from accountant stating annual income and net worth. Please attach latest balance sheet & profit & loss statement. _____
9. A signed Window Guard Rider _____
10. If financing, a copy of signed Mortgage Commitment and Application
If purchase is being financed 80% is permitted _____
11. Aztech form of Recognition Agreement if sale is being financed
Originals _____
12. Copies of your Bank statements (3) three months _____
13. Criminal & credit authorization _____
14. Lead Paint Rider Signed and Initialed by both parties _____
15. Window guard, Carbon Monoxide, and sprinkler disclosure signed
Notarized where needed _____

- 16. Appliance Affidavit _____
- 17. Pre-sale Apartment Inspection signed by the superintendent _____
- 18. Coop abatement Survey _____

- *Please remove your social security number from all documents except credit check authorization.
- * Please only put the credit and criminal authorization only in the original package.
- * Incomplete application packages will be returned to the buyer or broker

If instructions are not followed packages will be returned

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

Please allow three (3) weeks for the processing of the application and additional time for scheduling interview with the Board.

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.

- * All prospective Purchasers are subject to Board interview up to the discretion of the Board of Directors and approval. The Coop Corporation will contact the prospective purchaser for interview upon receipt of an acceptable application. All persons who will be residing in the premises must attend the interview.

Required Fees – (All fees to be 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 of **\$150.00 per person payable to Kaled Management Corp. (Purchaser)**
- * Recognition agreement fee in the amount of **\$200.00 made payable to Kaled Management Corp. (Purchaser)**
- * Purchaser - to pay move-in fee of ***\$500.00 payable to Sherwood Village Cooperative D.***
This \$500.00 will only be refunded upon complete compliance with the House Rules. Purchaser will be billed for any damages or violations of moving rules. \$500.00 fine if moving rules are broken by either Seller or Purchaser.
- * Seller to pay move-out fee of ***\$500.00 payable to Sherwood Village Cooperative D.***
This \$500.00 will only be refunded upon complete compliance with the House Rules. Seller will be billed for any damages or violations of moving rules are broken by either Seller or Purchaser.
- * Flip Tax of ***\$10.00 per share payable to Sherwood Village Cooperative D.*** (due at closing);
- * Purchaser to pay at closing \$1500.00 alteration deposit to be held for (1) one year payable to Sherwood Village Co-op D (due at closing)
- * Submit completed packages to: **Ms. Susan Rubin c/o Kaled Management Corp., 7001 Brush Hollow Road, Ste 200 Westbury, NY 11590.**
- * 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.**
- ***Please remove your social security number from all documents except credit check authorization which should only be in original package.**
- * If the purchaser is approved, a letter will be sent to your attorney explaining the closing procedures.
- * All closings take place at the office of the Corporation's Attorney.

PURCHASE APPLICATION

Application is herewith submitted for the purchase of _____ shares of common stock of Sherwood Village Cooperative D. Inc. and for the right of residency in apartment # _____.

Seller's Name(s): _____

Telephone Numbers - Home: () _____ **Work:** () _____

Seller's Attorney: _____

Name of Firm/Address: _____

Telephone/Fax Number: () _____ / () _____

Purchaser's Name: _____

Co-Applicant (if applicable): _____

Social Security Number Last 4 Digits (s): _____

Address: _____

Telephone Numbers - Cell: () _____ **Work:** () _____

Home: () _____ **Email:** _____

Employer's Name: _____

Address: _____

Occupation: _____

Length of Employment: _____

Present Amount of Monthly Rent: _____ **Mortgage:** _____

Name of Landlord and Telephone #: _____ () _____

Length of Residency: _____

Reason for Leaving: _____

Purchaser's Attorney: _____

Name of Firm/Address: _____

Telephone/Fax Number: () / () _____

Broker Involved: _____ **Telephone number ()** _____

Email: _____

List all names of all people that will be occupying apartment:

Name:	Relationship:	Age:	Occupation:
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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 Sherwood Village Cooperative D. I have read them and adhere to the same.

Signature of Applicant: _____ **Date:** _____

Signature of Co-Applicant: _____ **Date:** _____

REFERENCES

Landlord
Name _____ Address _____

FINANCIAL

BANK _____ Address _____

BANK _____ Address _____

BUSINESS
NAME _____ Company _____

Address _____

PERSONAL

Name _____ Address _____

Name _____ Address _____

Name _____ Address _____

Names of persons to occupy apartment _____

Names of Residents in building known to applicant _____

Information regarding pets to be maintained in the apartment (specify, size, and type)

In signing this application I(we) certify that all of the foregoing information is complete and accurate statement of the facts.

Applicants Signature _____ Date _____

Applicants Signature _____ Date _____

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.

Applicant's Name _____

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

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

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

Date _____

Signature of Applicant

Signature of Applicant

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) (attache 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

Re: Sale of Apartment # _____ Address: _____

CREDIT CHECK AUTHORIZATION

Name: _____

Date of Birth: _____

Social Security Number: _____

Home Address: _____

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

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: _____

WINDOW GUARDS REQUIRED

NOTICE TO OWNER

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

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

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

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

CHECK ONE:

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

SHAREHOLDER (PRINT)

SHAREHOLDER(SIGNATURE)

SHAREHOLDER(SIGNATURE)

FOR FURTHER INFORMATION CALL:

Window Falls Prevention Program
New York City Department Of Health
125 Worth Street, Room 222A
New York, N.Y. 10013

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

State of New York)

) SS

County of)

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

_____ Street Address _____ Unit/Apt.

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

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

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

Name of Shareholder (Type or Print)

Name of Purchaser (Type or Print)

Signature of Shareholder

Name of Purchaser (Type or Print)

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

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

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

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

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

Lead Warning Statement

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

Seller's Disclosure

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

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

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

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

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

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

Purchaser's Acknowledgment (initial)

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

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

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

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

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

SHERWOOD VILLAGE COOPERATIVE "D", INC.

APPLIANCE AFFIDAVIT

Transferor:
Transferee:
Unit:
Address:
Shares:

State of New York }
County of Queens }

The undersigned, being duly sworn, depose and say:

_____ and _____ are the seller(s) of the above-captioned Premises.

_____ and _____ are the purchaser(s) of the above-captioned Premises.

Both seller(s) and purchaser(s) have received and read the House Rules of Sherwood Village Cooperative D., Inc. and understand that the refrigerator and stove at the Premises, whether purchased by Seller, Purchaser or otherwise, are the property of Sherwood Village Cooperative D., Inc.

Both seller(s) and purchaser(s) understand that we are responsible for the maintenance thereof pursuant to the house rules of Sherwood Village Cooperative D., Inc.

Both seller(s) and purchaser(s) understand and acknowledge that the refrigerator and stove at the Premises must be in working order as of the date of closing.

Seller

Purchaser

Seller

Purchaser

Sworn to before me this
____ day of _____, 2018

Notary Public

Sherwood Village

SHERWOOD VILLAGE COOPERATIVE D INC
99-35 59 AVENUE
REGO PARK, NEW YORK 11368

Sherwood Village Sec D Inc. Pre-sales Inspection

Date inspected: _____

Property location and Apt #: _____

Inspection done by: _____

Shareholder Signature: _____

(Inspection to include non-authorized wall installation and plumbing)

Dear Purchaser

The New York City Department of Finance requires that management companies provide information of all eligible cooperative Shareholders and condominium Unit Owners in order to receive the NYC real estate tax abatement credits.

Please fill out the attached survey form as best as you can in its entirety by referring to your proprietary lease for your survey answers. This information will only be used to update your records in our system as well as to report to the NYC Department of Finance regarding the residency status of all our shareholders in order for the city to determine eligibility for the co-op tax abatement.

Please note, it is important to complete the survey in it's entirety for us to be able to update your information with

NYC Department of Finance.

Please feel free to reach out to us at 516-876-4800 or email us at coopabatement@kaled.com should you require any assistance.

NYC / NYS RELIEF PROGRAMS

<https://www8.tax.ny.gov/STRP/strpStart>

Star Abatement

<https://www1.nyc.gov/site/finance/benefits/landlords-dhe.page>

Disabled Homeowners Exemption

<https://www1.nyc.gov/site/finance/benefits/landlords-sche.page>

Senior Citizen Homeowners Exemption

<https://www1.nyc.gov/site/finance/benefits/landlords-veterans.page>

Veterans Homeowners Exemption

These are some of the exemptions available – to see others that you
may qualify for visit:

<https://www1.nyc.gov/site/finance/benefits/landlords.page>

**** Please Return in Enclosed Envelope or Email To: coopabatement@kaled.com ****

COOP ABATEMENT RESIDENT VERIFICATION SURVEY

1. Name of all shareholders listed on the proprietary lease (separate with commas if multiple)

2. Do you own more than 3 units within the same property? Yes / No

Full address with unit number(s) _____

3. Is your Unit or at least one of your units your primary residence? Yes / No

4. Is your unit sponsor owned? Yes / No

5. Is your unit owed by a trust? Yes / No

If your unit is owned by a trust, are you the trustee or beneficiary living there with unit being your primary residence? Yes / No

6. Please list the social security number or the tax ID number of all shareholders on the proprietary lease:

7. Have there been any circumstances or changes in residency since January 1, 2018 that may require updated information to be submitted to the city? Yes / No

Please state the reason for this change: _____

****Please send proof of primary residency together with this survey ** (example: copy of State ID)**

Signature: _____ **Date:** _____

Email Address: _____

SHERWOOD VILLAGE COOPERATIVE D., INC.
("Apartment Corporation")

**FORCE MAJEURE EVENT - ADDITIONAL RULES AND
REGULATIONS (EPIDEMIC/PANDEMIC)
EFFECTIVE January, 26, 2021**

Pursuant to the provisions of Section 10.2.2 Safety and Security Rules and Regulations of the Apartment Corporation, Lessor hereby declares a Force Majeure Event described as follows:

The existence of a worldwide Covid-19 Coronavirus pandemic which is highly contagious and deadly, requiring Lessees and all individuals accessing the Apartment Corporation's Building to social distance, wear Personal Protective Equipment {"PPE"} and maintain extraordinary hygiene and sanitary conditions.

Federal, state, city, county and/or village governments (collectively "Governmental Authority") have estimated that the Force Majeure will continue until otherwise determined ("Force Majeure Period"). The Force Majeure Period may be extended by the Governmental Authority and in the discretion of Lessor may be continued for yet additional periods of time.

The Force Majeure Event will impact the Occupancy Agreement and Rules and Regulations of the Corporation in the following areas

- A. Use of Common Areas
- B. Repairs and Maintenance by Building Staff
- C. Exiting the Building/Entering the Building/Use of Elevators/Use of Stairwells/Use of Mailrooms
- D. Laundry Room
- E. Deliveries
- F. Interaction Between Lessees and Building Staff.
- G. Disposal of Garbage and Recycling
- H. Apartment Alterations
- I. Move Ins/Move Outs
- J. Sales & Subletting of Apartments
- K. Building Access by Housekeepers/Nannies/Nurses/Health Care Aides/Co-workers/Guests
- L. Penalties for Violations
- M. Updates Concerning a Force Majeure Event
- N. Notice of Other House Rules

Each subsection shall be addressed below.

A. Use of Common Areas

1. All individuals shall be required to wear masks when entering the Building and when in any common areas of the Building or using any amenities, including but not limited to the lobby, elevator(s), mailroom, hallways, laundry room, garage, and storage room,

(including lockers, if any) (collectively either the "Common Amenities" or the "Common Area(s)").

2. When entering all Common Areas or using any Common Amenities, individuals shall apply hand sanitizers. If an individual has elected to wear gloves, such individual shall apply hand sanitizer to the gloves.
3. The Lessor reserves the right to permanently close any Common Areas for any period of time. If a Common Area remains open, Lessor reserves the right to close any of the Common Areas for periods of time each day to enable Building staff to clean the Common Areas.
4. Lessees shall endeavor to maintain at least six (6) feet of distancing between themselves and any individual who is not a member of their household.
5. Lessor reserves the right to limit the days, times, and duration of the use of any Common Amenities
6. Lessees are prohibited from utilizing any Common Area or Common Amenities where the Lessee is affected by a condition or disease which is contagious to other individuals.
7. The use of Common Amenities may be limited by the Lessor to the Lessee and their immediate family.

B. Repairs and Maintenance By Building Staff

1. Lessor shall have the right to suspend all but emergent repairs within either the Building or any Apartment.
2. Where a repair must be made within an Apartment, the following procedure shall be followed:
 - a. The Building staff member who will perform the repair shall ring the Apartment entrance doorbell.
 - b. The Lessee shall open the door only to the extent that it is made to be ajar and shall retire into a secure room where the repair is not to be performed. In the event that the Apartment is a studio, the Lessee shall move to the point most distant from the location of the repair. The Lessee shall ready the work area for the Building staff member, removing all personal property therefrom.
 - c. The Building staff member shall perform the repair and verbally notify the Lessee when the repair is completed.

- d. The Lessee shall only exit most distant point of the Apartment, once the Building staff member has exited the Apartment.
- e. The Lessee and Building staff member shall wear masks. The Building staff member shall additionally wear gloves.

C. Exiting the Building/Entering the Building/ Use of Elevators/Use of Stairwells/Use of Mailroom

1. All individuals shall enter and exit the Building in locations as designated by Lessor. Lessor reserves the right to create a one (1) way flow of traffic such that individuals will be required to enter the Building via one location and exit the Building via another location.
2. When using the elevator(s) individuals shall stand at least six (6) feet distant from the elevator door to enable individuals riding the elevator to exit the elevator and freely pass.
3. No more than two (2) Individuals (unless part of the same household) shall be allowed to ride the elevator at the same time. Individuals shall stand on one {1} of two (2) markings on the elevator floor
4. Where there are at least two {2} stairwells located in the Building, Lessor shall have the right to designate one {1} stairwell as the up stairwell and another as the down stairwell.
5. Lessees shall maintain at least six (6) feet of distancing in the mailroom.

D. Laundry Room

1. No more than two (2) individuals are allowed in the laundry room at any given time with one individual positioned at the washing machines and the other individual positioned at the dryers. Only one (1) member of each household may enter the laundry room at any given time (except for children under the age of eight who may accompany the member of the household).
2. Lessees shall thoroughly clean the exterior surfaces of the washing machine and dryers prior to using same as well as following their use.
3. Lessees must exit the laundry room upon depositing their belongings into either the washing machines or dryers and shall return to their Apartment pending completion of the cycle.
4. There shall be no sorting or folding of laundry in the laundry room unless you are the only person/family in the laundry room.

5. In order to promote social distancing. Lessor reserves the right to create "Odd" and "Even" days where Lessees shall only be entitled to utilize the laundry room dependent upon which floor in the Building they reside on.
6. Lessor reserves the right to close the laundry room at any time during the day to enable Building staff to clean the laundry room.

E. Deliveries

1. Lessor reserves the right to prohibit deliveries of large items such as furniture. Where the elevator is required, Lessees must schedule the use of the elevator with the superintendent of the Building. Upon completion of the delivery, the delivery company shall clean both the elevator and common areas of the Building which were traversed. Lessor reserves the right to assign Building staff to further clean the elevator and affected common areas and bill the Lessee for the cost thereof as additional rent (maintenance).
2. To the extent possible, except for deliveries approved by Lessor to be taken directly to an Apartment, deliveries must be received by Lessees in the lobby of the Building.
3. Where at the time of the delivery, a Lessee is not home, Building staff shall have the option to, but not the obligation to receive the delivery on behalf of the Lessee.
4. In no event shall a Building staff member be required to receive a delivery comprised of perishable items.

F. Interaction Between Lessees and Building Staff

1. Lessees shall only engage Building staff while wearing masks and maintaining at least six (6) feet of social distancing.
2. Whenever possible Lessees shall communicate with Building staff via phone or email.
3. Building staff may take the temperature of anyone entering the Building who is not a Lessee or a permanent resident of an Apartment. If the temperature reading exceeds 100.4°, Building staff may refuse the individual entry into the Building.
4. Building staff may maintain contact lists for nonresidents recording their name, address, phone number and email.

G. Disposal of Garbage and Recycling

1. All garbage shall be placed in sealed plastic bags and deposited into the compactor chute. Items which are required to be recycled shall be placed in the receptacles designated for such purpose. Lessor reserves the right to change the location for the placement of recyclables.

2. Where garbage cannot reasonably be placed down the compactor chute, Lessee shall not place the garbage in the compactor room, but shall instead bring the garbage downstairs and place it in the trash can located outside.
3. Where a Lessee or member of Lessee's household is self-quarantining in their Apartment, Lessee shall notify Building staff and the following garbage disposal/recycling rules shall be followed:
 - a. Lessee shall coordinate with Building staff a time when Lessee shall place properly bagged garbage and properly bagged recyclables directly outside of the entrance door to the Lessees' Apartment.
 - b. Building staff shall appear at the Apartment with additional bags to place the garbage and/or recycling in and remove the garbage and/or recycling.

H. Apartment Alterations

1. Lessor shall have the right to suspend all or certain types of alterations of apartments. Where certain types of alterations are permitted, Lessor shall have the right to:
 - a. Require all contractors to wear masks, gloves and other personal protection equipment as deemed by Lessor to be required in Lessor's sole discretion.
 - b. Require all contractors to use hand sanitizer before entering the Building and when exiting the Apartment.
 - c. Limit the days, hours or duration of alterations.
 - d. Limit the number of workers who may work in an Apartment at any given time.
 - e. Restrict the hours of use of the elevator for bringing in or removing any equipment or supplies.
 - f. Require that the stairwells be used by contractors for moving equipment and supplies, where feasible.
 - g. Comply with any and all New York State Construction Guidelines.
 - h. Require that at the end of every workday, common areas of the Building including hallways, elevators, stairwells, basements and lobbies (to the extent utilized by contractor) be thoroughly cleaned by contractor.
2. The Lessee and Contractor shall comply with any and all New York State Construction Guidelines.
3. Require that at the conclusion of the alteration, the Common Areas of the Building including hallways, elevators, stairwells, basements and lobbies (to the extent utilized by contractor) shall be thoroughly cleaned by contractor. Hallways are to additionally be cleaned by either Building staff or an outside company engaged by Lessor with the cost thereof to be reimbursed by Lessee to Lessor as additional rent (maintenance).

I. Move- Ins/Move Outs

1. Lessor may temporarily prohibit all move ins/move outs.
2. Lessor may impose restrictions on the days/hours or duration of any move in/move out.
3. All movers must wear masks and gloves and any other personal protection equipment as determined by Lessor in its sole discretion.

4. All movers must use hand sanitizer before entering the Building and when exiting the Apartment.
5. At the conclusion of the move, the Common Areas of the Building including hallways, elevators, stairwells, basements and lobbies (to the extent utilized by movers) shall be thoroughly cleaned by movers.
6. All movers must use hand sanitizer before entering the Building and when exiting the Apartment.
7. At the conclusion of the move, the Common Areas of the Building including hallways, elevators, stairwells, basements and lobbies (to the extent utilized by movers) shall be thoroughly cleaned by movers.

J. Sale of Apartments

1. Lessees shall arrange with brokers to make a video of the Apartment. Brokers shall initially share the video with prospective purchasers and describe the features of the Apartment as well as the Building.
2. Only where a prospective purchaser thereafter expresses an interest in the Apartment can the broker actually show the Apartment.
3. Brokers must meet prospective purchasers outside of the Building. There shall be no congregating in the lobby.
4. Brokers, prospective purchasers must wear masks and gloves as well as use hand sanitizers before entering the Building as well as when exiting the Apartment. If a prospective purchaser does not have a mask or glove it shall be the responsibility of the broker to furnish the PPE.
5. Prospective purchasers must be accompanied by the broker at all times.
6. Not more than three (3) individuals (including the broker) may view an apartment at any given time.
7. Brokers shall only be allowed to show the Apartment and shall not be able to show prospective purchasers any Common Amenities in the Building. Prospective purchasers shall be relegated to viewing Common Amenities by video supplied by the broker.
8. Lessor shall have the right to restrict the days and hours when brokers may show apartments.

K. Building Access by Housekeepers/Nannies/Nurses/Health care Aides/Co-workers/Guests

1. To the extent not superceded by any provisions of the Occupancy Agreement for the Apartment or by- law, Lessor shall have the right to prohibit housekeepers/nannies/nurses, healthcare aides/co-workers, guests from entering the Building.
2. As a condition of allowing nurses, and health care workers to enter the Building Lessor shall be entitled to require that Lessee furnish a letter from a doctor indicating that the services of a nurse or health care aide is required for the physical or mental health of the Lessee or a member of the Lessee's household.
3. All individuals must wear masks and gloves when entering the Building and must use hand sanitizer before entering the Building as well as when exiting the Apartment.

L. Penalties for Violations

1. These Additional House Rules are incorporated into the existing House Rules as if originally a part thereof.
2. A default under the House Rules is a default under the Occupancy Agreement entitling Lessor to take any and all action against Lessee available at law and equity, including the right to seek injunctive relief.
3. Lessor shall be responsible to Lessor for all costs and expenses incurred by Lessor as the result of Lessee's default under these additional house rules, including reasonable attorney's fees, court costs and disbursements associated with Lessor pursuing legal remedies against Lessee.
4. In the event that the Occupancy Agreement or House Rules of Lessor allow for Lessor to impose fines against Lessee for a violation of any House Rule, Lessor shall be entitled to adopt a system of fines associated with a violation of these Additional House Rules. Any fine imposed by Lessor against Lessee shall be deemed additional maintenance.

M. **Updates Concerning a Force Majeure Event**

1. During the pendency of a Force Majeure Event, Lessor shall advise Lessee in writing as reasonably necessary (but not less than one (1x) time per month) of the following:
 - a. any changes to the likely duration of the Force Majeure Event.
 - b. Notice of the end of the Force Majeure Event.
2. Notwithstanding the determination by any Governmental Authority that the Force Majeure Event has ended, Lessor shall be entitled to continue any or all of the restrictions contained in these Additional House Rules for so long as Lessor determines in its sole discretion.

N. **Notice of Other House Rules**

1. Lessor shall have the right to adopt further House Rules which shall become effective as of the day following the date when Lessor notifies Lessee of such new rules. Notice shall be deemed given if furnished in one of the following manners:
 - a. regular mail to Lessee at the Apartment, or
 - b. email; or
 - c. by placement under the door to the Apartment.

RULES & REGULATIONS
Sherwood Village Co-op D, Inc.
March 2012 Edition

These Rules and Regulations have been adopted by the Board of Directors of Sherwood Village Cooperative "D", Inc. pursuant to the authority granted it in the By-Laws of the Corporation and the Occupancy Agreements entered into by the Corporation with its stockholders.

The Board of Directors has the right to change any of these Rules and Regulations as it may deem necessary. The violation of any of these Rules and Regulations shall subject the stockholder to termination of his/her Occupancy Agreement and eviction or such other remedy which the Board of Directors shall deem necessary and proper.

The failure of the Board of Directors to insist upon full and strict compliance with any or all of these Rules and Regulations shall not be deemed a waiver of all or any part thereof.

The Board of Directors

Sherwood Village Cooperative "D" Inc.
March 2012

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SECTION 1 - Appliances

- 1.1 Installation of any electrical appliance for which the Cooperative normally levies a charge must be reported to the Management Office within ten (10) days of installation. If the appliance is not reported and is subsequently discovered, the Stockholder will be billed for the required charges from the date of the last appliance survey, unless later proof of purchase can be shown.
- 1.2 There shall also be a fifty dollar (\$50.00) administrative charge levied against any Stockholder who fails to report to Management within ten (10) days of installation, of any appliance for which a charge is levied or required by the Cooperative.
- 1.3 Air-Conditioners
 - 1.3.1 The charges for each air-conditioner not included in section 1.3.2, will be at the annual rate set by the Board and payable in equal monthly installments.
 - 1.3.2 In the event that a Stockholder disposes of the air-conditioner at any time during the calendar year he/she must nevertheless pay the entire annual charge for that year. It is the responsibility of the Stockholder to notify Management in writing if they wish to remove an air-conditioner. Management will then arrange and/or verify its removal.
 - 1.3.3 In order that a Stockholder not be charged for an air-conditioner, the unit must have been removed from the window or sleeve by the last day in December and this removal attested to by Management after inspection of the apartment.
 - 1.3.4 A Stockholder who moves out at any time during the calendar year is responsible for paying the entire monthly charge for each air-conditioner for the balance of the current calendar year, unless the incoming Stockholder assumes these responsibilities with the same or replacement air-conditioners.
- 1.4 Window Air-Conditioners
 - 1.4.1 No new window air conditioners are to be installed after October 1, 2010. A replacement unit may be installed where there is an existing unit as of September 30, 2010 up until September 30, 2012.
 - 1.4.2 Stockholders selling apartments after October 1, 2010 must remove window air conditioners prior to sale.
 - 1.4.3 No air conditioners will be permitted to remain in windows after January 1, 2020
 - 1.4.4 Window air conditioners that do not directly face the garage are to be removed, with the exception of those facing the 99th Street sitting area as of September 1, 2010.
 - 1.4.5 Lobby apartment rooms that do not have air conditioner wall sleeves are exempt from Section 1.4 of these rules.
- 1.5 Clothes washer machines and dryer machines are not permitted in individual apartments.
- 1.6 Installation of under the counter or other permanent type dishwashers is permitted in individual apartments provided that:

- 1.6.1 Permission of the Management is obtained prior to installation.
 - 1.6.2 The Stockholder furnishes proof to Management that he/she has adequate insurance coverage for such damage as may be caused to his/her apartment, neighboring apartments or the Cooperative property.
 - 1.6.3 The installation is performed by a licensed plumber and a letter from such a plumber is sent to management certifying that the installation complies with all applicable plumbing codes.
 - 1.6.4 The charge for a dishwasher is payable at the rate as determined by the Board of Directors.
 - 1.6.5 Cabinets, woodwork and plumbing are restored to their original state and condition by the Stockholder upon vacating the premises
- 1.7 The kitchen stove, oven and refrigerator in each apartment are the property of the Cooperative.
- 1.7.1 Maintenance and repair of these appliances are the responsibility of the Stockholder.
 - 1.7.2 The Cooperative will pay the first fifty dollar (\$50.00) of the cost of one refrigerator repair call and the first fifty dollar (\$50.00) of the cost of one stove repair call in a calendar year in a Stockholder's apartment.
 - 1.7.3 The Cooperative will not replace any of these appliances in an apartment. Stockholders who wish to upgrade or replace their kitchen appliances may do so at their own expense, with the understanding that new appliances become the property of the Cooperative. Stockholders may not replace any appliance with one of inferior quality or capacity.
 - 1.7.4 Stockholders wishing to replace stoves or refrigerators will be granted an allowance of fifty dollars (\$50.00) per appliance, per year, upon submission of proof of purchase.
 - 1.7.5 From time to time the Management is able to obtain discount prices for Stockholders who wish to purchase new kitchen appliances. This is strictly a service to Stockholders and the Corporation assumes no responsibility for any failure of the appliance dealer to properly deliver a working appliance to the Stockholder. Since the new appliance becomes property of the Corporation, Stockholders are permitted to use their old appliances for trade-in purposes.
 - 1.7.6 The charge for a freezer, separate from the refrigerator/freezer unit, is payable at the rate as the Board may determine.
 - 1.7.7 The charge for a second refrigerator, is as the Board may determine.
 - 1.7.8 A stockholder upgrading from electrical fuses to circuit breakers with a licensed electrician will be re-embursed \$200.00 with written proof of installation.

SECTION 2 - Buildings and Grounds

- 2.1 Each Stockholder of this Corporation shall permit those designated by the Board of Directors to enter the dwelling unit of the Stockholder and make inspections or repairs thereof at any reasonable hour of the day.
- 2.2 No person shall make or permit his/her guests, members of his/her family or pets to go upon the grass, plants, flower beds, shrubbery or other landscaped or planted areas of the Corporation.
- 2.3 No member shall make or permit any disturbing noises in his/her apartment or on the grounds of the Corporation, nor permit anything to be done which will interfere with the normal right of quiet enjoyment, comfort or convenience of other members.
- 2.4 No litter shall be dropped on the grounds of the Corporation.
- 2.5 There is to be no loitering, ball playing, bicycle riding, or roller skating in the entrances, parking areas, lobbies, hallways, staircases, elevators of buildings or the sitting areas.
- 2.6 Front and side doors must be kept locked at all times.
- 2.7 No signs or notices are to be put on the official bulletin boards without the prior approval and authorization of the Board of Directors.
- 2.8 No member shall conduct any commercial activities or enterprises in any portion of the Corporate property without the prior written consent of the Board of Directors.
- 2.9 No dogs are permitted to go unleashed in any common area of the Corporation such as lobbies, stairways or parking areas.
- 2.10 Laundry room lights should be turned out and the doors locked when these rooms are not in use.
- 2.11 No Stockholder is permitted on the roof of the garage or of the buildings.
- 2.12 No barbecues will be permitted on the premises.
- 2.13 Smoking is not permitted in any common areas of the corporation.

SECTION 3 – Carrying Charges and Fees

- 3.1 Stockholders are required to pay their carrying charges on the first day of each month.
 - 3.1.1 A late charge, at a minimum of of twenty-five dollars (\$25.00), will be charged to any Stockholder whose monthly carrying charges are not received at the designated location by the 15th of the month.
 - 3.1.2 A late charge, at a minimum of of fifty dollars (\$50.00), will be charged to any Stockholder for any second occurrence of the same year in which carrying charges are not received by the 15th day of the month. Each subsequent month in arrears will be subject to a charge, at a minimum of fifty dollar (\$50.00) late charge.
 - 3.1.3 All monthly carrying charges are to be mailed to the designated agent. Any payments received in the Management Office will be returned to the Stockholder.
 - 3.1.4 Any Stockholder whose check is returned for insufficient and/or uncollected funds, will be charged an administrative fee of twenty five dollars (\$25.00).
- 3.2 A Stockholder who defaults in making payment of carrying charges or fails to comply with any provision of the Occupancy Agreement or of these Rules and Regulations, thereby causing the Corporation to initiate legal action, shall pay the associated costs and fees to the Corporation. In case a legal action is instituted against the Corporation, the Stockholder shall also pay the cost of the suit.
 - 3.2.1 Legal action against the Stockholder for non-payment of carrying charges shall automatically be initiated on the 15th day of the second month in which carrying charges are not received.
 - 3.2.2 In the case of a Stockholder against whom legal action is taken for non-payment of carrying charges, an administrative fee of fifty dollars (\$50.00) for expenses incurred in connection with the initiation of legal action, shall be charged to the Stockholder in addition to late or other legal fees.
- 3.3 Stockholders shall be liable for all damage caused to property of the Corporation by the Stockholder, his family, guests, servants, agents, employees or pets. Such damage when ascertained by the Corporation, shall be considered as additional carrying charges, and added to the carrying charges of the Stockholder. Failure to pay such additional charges shall be considered a breach of the Occupancy Agreement and shall subject the Stockholder to such actions as the Board of Directors deems to be in the best interest of the Corporation.
- 3.4 See Section #1 paragraphs 1.2, 1.3 & 1.6 for additional administrative charges for appliances.

SECTION 4 – Maintenance Repairs

- 4.1 The Corporation shall be responsible for the following repairs and replacements in individual apartments.
1. Internal electric wiring.
 2. Internal plumbing and pipe leakage.
 3. Repair or replacements of nonfunctional sinks, bathtubs or toilets.
 4. Non electrical heating system in the apartment.
 5. Intercom wiring.
 6. Internal master antenna.
 7. Flushometers and faucet valve seat covers.
 8. Windows (other than glass & screens) and window ballasts.
 9. Exterior air-conditioner covers.
 10. Structural failures.
 11. Refrigerator and/or stove repairs up to fifty dollars (\$50.00) per unit per year.
 12. Provide and install window guards.
 13. Air-conditioner sleeves.
- 4.1.1 All repairs and replacements as described in 4.1 shall be made without charge to the Stockholder only when such repairs are deemed needed due to normal wear and tear as established by Management. Charges will be applied in cases where repairs and/or replacements are made necessary by a Stockholder's negligence or misuse. In the case of window guards, a charge window will be assessed which represents the cost to the Corporation.
- 4.1.2 Sinks which through normal wear and tear, no longer function and cannot be repaired at a reasonable cost, will be replaced by the Corporation. Stockholders wishing to purchase more expensive versions of this equipment will receive, upon submission of proof of purchase an allowance of forty dollars (\$40.00) to be applied against the purchase price.
- 4.2 Any items not expressly mentioned in either paragraph 4.1, 4.1.1 or 4.1.2 shall be the sole responsibility of the Stockholder.
- 4.3 Arrangements may be made with Corporation employees, for the purchasing, replacement and/or repair of items for which the Corporation is not responsible, at the expense of the Stockholder.
- 4.4 In the event of damage resulting from a water leak for which the Corporation has a responsibility, the Board of Directors is authorized to make a reasonable redecorating allowance not to exceed one hundred dollars (\$100.00) to a Stockholder who sustains such damage and submits an original paid bill for repairs.
- 4.5 Requests for service in an individual apartment may be made directly, by mail or phone to the Managing Agent. Blank work orders are available and may be placed in the mailbox of the Management Office in the Ivy building, address 99-35 59th Avenue. The Office phone number is (718) 271-2955. Requests for non-emergency service should not be made directly to the Superintendent.

- 4.6 Emergencies should be reported to Management. An answering service is provided during off hours for emergencies only. Phone numbers are posted on lobby bulletin boards
- 4.7 The need for grouting work in bathrooms should be attended to immediately. Damage incurred when the Stockholder fails to maintain their bathrooms properly grouted will be repaired at the Stockholders expense.
- 4.8 From time to time, authorized personnel must enter individual apartments to perform maintenance work. A Stockholder who has requested such work through Management and who fails to keep an appointment or to provide access to the apartment will be charged the amount which the Corporation must pay.
- 4.9 Exterminator service is provided by the Corporation upon request made directly to Management or by the Stockholder indicating the apartment to be serviced on the notice posted on the door of the Management Office.
- 4.10 Any damages resulting from the use of a non-complying appliance, or incurred through a Stockholder's negligence shall be repaired at the expense of the offending Stockholder.
- 4.11 Any arrangements made between a Stockholder and a Corporation employee for their services, on their own time ("side jobs"), are strictly between the parties involved. The Corporation assumes no responsibility for the work performed.
- 4.12 Any replacement fixtures or parts (i.e. plumbing, electrical, etc.) must meet standards approved by Management and/or the Board of Directors.

SECTION 5 - Sales

- 5.1 Stockholders shall be informed of any available apartments for sale by the Corporation. Current Stockholders shall have preference over non-Stockholders.
- 5.2 In the event that the Corporation exercises its option to purchase the shares of stock, the Managing Agent shall inspect the apartment to determine all necessary repairs and refurbishing costs to be borne by the seller.
 - 5.2.1 An outgoing Stockholder has the responsibility for returning the apartment to its original condition. Exceptions are agreed to by the incoming Stockholder by the signing of the "as is" agreement. The "new" Stockholder has then assumed responsibility for returning the apartment to its original condition when it is later sold.
- 5.3 All apartments will be inspected by the Corporation or its Managing Agent prior to closing.
 - 5.3.1 An "as is" agreement signed by an incoming Stockholder does not relieve the outgoing Stockholder of responsibility for damage to any Corporate property.
 - 5.3.2 At closing, an incoming Stockholder relieves the Corporation of any responsibility for refurbishing or repair expenses.
- 5.4 All sales must be approved by the Board of Directors.
 - 5.4.1 A favorable vote by at least five members of the Board of Directors is necessary for such approval.
 - 5.4.2 No Stockholder may own more than the stock representative of any two (2) units.
 - 5.4.3 The Board of Directors will determine the guidelines by which prospective purchasers will be evaluated. Such guidelines will be in accordance with the laws established by the appropriate governmental bodies and agencies. A copy of these guidelines will be made available upon request.
 - 5.4.4 The preliminary evaluation *of a sales package* shall be conducted by the chairperson of the Sales Committee and at least two other members of the Board of Directors. If a preliminary evaluation of a prospective Stockholder's application indicates a failure to meet these guidelines, the Board of Directors reserves the right not to conduct an interview.
 - 5.4.5 Financing up to eighty percent (80%) of the purchase price will be permitted. Evidence of the loan commitment must be presented prior to Board consideration.
 - 5.4.6 No member of the Board of Directors or his/her immediate family shall receive any compensation or remuneration from the Corporation for assisting in the sale or rental of a Corporation owned apartment.
 - 5.4.7 Sellers, seller representatives, brokers (or anyone from the broker's office,) shall not be present at buyer interviews, even as interpreters. (Dec. 21, 1999)

- 5.5 An outgoing Stockholder pays for the State Stock Transfer Tax Stamps as required by law.
- 5.6 Redecorating costs may be charged to the selling Stockholder if the apartment gives evidence of not having been painted and/or properly maintained.
- 5.7 If the Corporation waives its option to purchase the stock of an outgoing Stockholder, the Stockholder has the opportunity to sell the stock for whatever price obtainable. In consideration for the Corporation's waiver of its right to pick up the option, the selling Stockholder must pay to the Corporation an administrative or waiver fee per share of stock attributable to the Stockholder's apartment.
- 5.8 All monies due the outgoing Stockholder excepting the sum of \$1,000.00 shall be paid to the outgoing Stockholder. The remaining sum of \$1,000.00, less any applicable deductions, shall be returned on or after thirty days from the date of closing.
 - 5.8.1 Any damages incurred to Corporation property during the moving out process shall be deducted from, but not limited to, the \$1,000.00 sum retained as per 5.10.
 - 5.8.2 The incoming Stockholder shall deposit a certified check or money order in the amount of \$500.00, with the Corporation or its Managing Agent at the time of closing to cover the cost of any damages incurred during moving in. Funds will be returned, less the cost of any damages incurred, if any, as soon as possible thereafter.
- 5.9 A special bulletin detailing the steps and procedures involved in the sale of an apartment shall be available from Management.
- 5.10 All buyers must have apartment insurance protecting them from losses to personal injury and personal property. (Dec. 21, 1999)

SECTION 5A - Refinancing & Loans

- 5.11 Existing Stockholders may refinance up to eighty percent (80%) of the estimated value of the stock as determined by an independent appraiser. If a Stockholder is refinancing an existing loan to take advantage of lower interest rates or better terms as offered, the full amount of existing loan may be refinanced, subject to Board of Directors review and approval.
 - 5.11.1 Stockholders must provide the Corporation with a letter of intent to obtain a loan. A Stockholder must be in good standing and not in arrears two or more times during the previous twelve (12) months in order to obtain Corporate approval.
 - 5.11.2 The Corporation requires a new Aztech Recognition Agreement from the lending institution for every refinancing.

SECTION 5B - Rentals & Subleases

- 5.12 An apartment for which the Corporation has picked up the option may be rented rather than sold at the discretion of the Board of Directors. Since there would be no profit under these circumstances, it is the responsibility of the Board of Directors to arrive at an equitable settlement with the outgoing Stockholder.
- 5.13 An individual renting an apartment shall be required to deposit a month's security payment with the Corporation in addition to the first month's rent.
- 5.14 An apartment shall not be sublet by a Stockholder without the prior written approval of the Board of Directors.

SECTION 5C - Moving

- 5.15 Moving is to take place only during the hours of 9:00 A.M. and 5:00 P.M. Monday through Friday. Moving in or out is prohibited on Saturdays and Sundays.
(Revised May 23, 2000)
- 5.16 The Management Office must be advised at least three (3) days prior to the date of moving.
- 5.17 A move in/ move out security deposit in the amount of \$500 must be posted by both the shareholder and the new purchaser. Any violation of this section of the rules and regulations will result in forfeiture of the deposit.

SECTION 6 - Facilities

- 6.1 Storage Rooms
 - 6.1.1 The Storage Room Committee is empowered to implement those rules and regulations of the Corporation which pertain to the storage rooms.
 - 6.1.2 Any Stockholder wishing to store an item in a storage room must submit a request to the Chairperson of the Storage Room Committee or to the Managing Agent in writing. An appointment will then be made for placing the item in the storage room. The same procedure must be followed when the Stockholder wishes to remove an item from a storage room.
 - 6.1.3 All items that may be legally stored must be identified with the following information: a) The owner's name, b) Building and apartment number, c) The type or nature of the item(s) being stored. This information must also be placed on a 3x5 index card and submitted to Management for retention as a permanent record of the stored item(s).
 - 6.1.4 Stockholders may not store any items prohibited by either the Rules and Regulations of the Corporation or by ordinances of the New York City Fire Department, Health Department or any other agency having jurisdiction. The Corporation may remove such items that have been stored without liability to the Corporation.
 - 6.1.5 The following items shall not be stored at any time: Bedding; Upholstered Furniture; Paint or any other Inflammable Materials; Any objects which might attract rodents or vermin. The Storage Room Committee and Management will have sole discretion as to the items that may be stored.
 - 6.1.6 All items are stored at the sole risk of the Stockholder.
 - 6.1.7 The Corporation reserves the right to limit each Stockholder to a specific floor space in the storage room.
- 6.2 Laundry Rooms
 - 6.2.1 Stockholders are not to overload any washing machine, or to put anything made of plastic or foam rubber in any dryer. No washing of carpeting or rugs, however small, is permitted in the machines.
 - 6.2.2 The receptacles used to hold wash removed from the washing machines must be left in the laundry rooms and shall not be used to transport wet or dried laundry to any apartment in the buildings.
- 6.4 TV Antenna
 - 6.4.1 No TV or radio aerial installations of any kind shall be installed by any Stockholder on the exterior of a building. Any such aerial erected on the roof or any exterior walls of the buildings is subject to removal without notice at the expense of the Stockholder.
 - 6.4.2 No installations are to be made to the master TV antenna except by permission of the Board of Directors.
 - 6.4.3 The master antenna is to be used only for TV hookups.

SECTION 7 - Garage & Parking

7.1 General Parking Rules

- 7.1.1 Only shareholders or authorized occupants of the shareholder's apartment with a valid driver's license may lease, occupy, or use a parking space.
- 7.1.2 A motorcycle may be parked in an appropriate space as determined by the Parking Committee for a monthly fee as set by the Board of Directors.
- 7.1.3 A parking lease is on a month to month basis. A shareholder intending to relinquish their parking space must provide the Parking Committee with a 30-day written notice.
- 7.1.4 No shareholder is permitted to lease more than one parking space. However, a shareholder may be assigned one additional space as long as there is no one on the waiting list. This rule does not apply to double spaces.
- 7.1.5 A shareholder that disputes the action(s) of the Parking Committee must do so in writing addressed to the Board of Directors. When the Board receives notification of such a dispute, the Board of Directors will review the dispute and render a final decision.
- 7.1.6 Children under 18 years of age are not permitted in parking areas unless accompanied by an adult.
- 7.1.7 Only vehicles that fit within the allotted space may be parked in an assigned space.
- 7.1.8 No full sized trucks or vans are allowed to park in the indoor garage. Such vehicles are allowed in the outdoor parking lot provided that the space is adequate to accommodate these vehicles.
- 7.1.9 All vehicles are required to be insured, registered, and have license plates.
- 7.1.10 Remote door and gate controls are not to be left in vehicles.
- 7.1.11 Only the shareholder who has been assigned a parking space may use the space, except that a guest may use a shareholder's assigned parking space provided that a visible note is left on the inside windshield indicating the name, apartment, and building of the shareholder whose space they are occupying.
- 7.1.12 A shareholder wishing to change the location of a parking space must submit a written request to the Parking Committee for approval.
- 7.1.13 Shareholders are required to provide photocopies of current vehicle registrations and renewals to the Parking Committee.
- 7.1.14 The speed limit is 5 miles per hour in parking areas.
- 7.1.15 Front lights must be on when driving in the garage.

7.2 Parking Lists

- 7.2.1 Cooperative shall maintain the following lists:
- A) Waiting List (for shareholders desiring parking privileges.)
 - B) Switch List (for outdoor parking tenants who desire to park indoors,)
 - C) Double Space Waiting List (for parking tenants who desire a double space,)
 - D) Current Parking Tenants List.
- 7.2.2 The Parking Committee of the Board of Directors shall maintain these lists. All lists are to be maintained up to the minute and available in our co-op office.
- 7.2.3 Lists are to be maintained in the order of dated written requests by designated stockholders. They are to show the names, apartment buildings, apartment numbers, dates of request, and dates of assignment to spaces.
- 7.2.4 The Waiting List, Switch List, and Double Space Waiting List are to be posted on lobby bulletin boards.
- 7.2.5 NON-QUALIFYING CONDITIONS
- A) A shareholder who is in arrears for maintenance or any other charges or fees owed to the cooperative will not be eligible to be added to the waiting list until such charges have been paid in full.
 - B) A shareholder who is presently on the waiting list and who goes into arrears three times within a twelve month period will be removed from the list and must resubmit a written request asking to be added to the list after all charges have been paid in full.
 - C) A shareholder will not be assigned to an available space if he/she has been in arrears three times within the twelve months prior to the proposed assignment of a space or if he/she is currently in arrears for any monies due to the cooperative at the time the space becomes available.

7.3 Assignment of Parking Spaces

- 7.3.1 When a parking space becomes available, it will be offered in the following order of preference:
- A) If an outdoor space becomes available, the Board will offer it first to the next shareholder on the Waiting List.
 - B) If an indoor space becomes available, the Board will offer it, in order, to those on the Switch List, then to the next shareholder on the Waiting List.
- 7.3.2 A shareholder has up to ten business days to reply and to accept an offer of a parking space. The response by the shareholder must be in writing, addressed to the Parking Committee.
- 7.3.3 If the shareholder wishes to accept the offer for parking, the shareholder must return a completed parking application and must include a photocopy of the current car registration.

- 7.3.4 A) If a shareholder declines or refuses to respond within 10 days, the space will be offered to the next person on the Waiting List. A first time declining or non-responsive shareholder will remain in the same position on the list.
- B) If the shareholder declines or refuses to respond a second time, he/she will be removed from the list and must resubmit a written request to be added back to the bottom of the respective Waiting List.
- 7.3.5 Charges for parking shall begin on the day that the parking space is assigned to the shareholder. In the event parking commences mid-month, the parking charges shall be prorated for that month.

7.4 Subletting of Spaces

- 7.4.1 A) All subletting must be approved by the Parking Committee.
- B) Sublet rent is to be the same as that charged to the tenant of a single space and half that charged to the tenant that is assigned to a full double space.
- C) A parking tenant may only sublet to a qualified stockholder on the parking Waiting List and for a maximum of 6 months per calendar year, except for double spaces.
- D) A stockholder who does not have a vehicle at the time a parking space is offered may sublet to someone on the Waiting List for a maximum of 3 months. After the 3 month maximum of subletting, the stockholder must use the space or forfeit the space to the next person on the Waiting List.
- E) Parking tenants must not leave the assigned parking space vacant for more than 6 months. Doing so will forfeit parking privileges.
- F) A shareholder that is assigned the space and wishes to sublet it shall notify the Parking Committee. The sublease must be to a shareholder on the waiting list. After three months, the shareholder must place his/her own vehicle in the space or the space will be permanently assigned to the next accepting shareholder on the waiting list.
- 7.4.2 In the event that a subletting tenant does not vacate the space:
- A) when the parking tenant has a car to park in the space, or
- B) within 3 months, in the event of subletting from a new parking tenant, or
- C) within 6 months of subletting the space, then, the subletting tenant will be removed from all parking lists, and the vehicle will be towed from our facility at the vehicle owner's expense.
- 7.4.3 Double space parking tenants may share the space with any resident shareholder provided that:
- A) The shareholder to whom the space is assigned shall be responsible for payment of all the parking charges, and
- B) The shareholder with whom the space is shared complies with all the rules and regulations, including the obligations to complete an application and provide registration information.

7.5 Failure to Comply

- 7.5.1 A shareholder that fails to pay any maintenance charges or fees due to the Cooperative 3 times in a twelve (12) month period, shall forfeit his/her parking space.
- 7.5.2 Parking privileges are subject to revocation upon the breach of ANY rule or regulation of the Cooperative.
- 7.5.3 Repairing or washing vehicles in parking areas is prohibited.
- 7.5.4 Any occupant of a parking space who fails to close a parking gate or garage door shall be subject to revocation of their parking privileges.
- 7.5.5 Vehicles are not permitted to park in any other than the assigned parking space without the permission of the space holder.
- 7.5.6 Vehicles are not permitted to be parked in the driveways leading to the indoor or outdoor parking areas at any time.
- 7.5.7 Any vehicle not in compliance with these rules and regulations shall be subject to removal at the vehicle owner's expense and risk.
- 7.5.8 Failure to comply with these parking rules and regulations will result in the revocation of parking privileges. Upon clearing his/her account, he/she may request to be added to the bottom of the Waiting List.

SECTION 8 - Housekeeping

8.1 Compactors

- 8.1.1 All garbage should be placed in bags before being deposited in the compactor hopper.
- 8.1.2 No material of any kind, including garbage or refuse, shall be placed on the floor of the compactor closets, except as described in paragraph 8.1.5.
- 8.1.3 Small children shall not enter the compactor closet to dispose of garbage, etc. if they are too short to open the hopper door properly.
- 8.1.4 Under no circumstances shall rubbish or other material be left in the hallways adjacent to the compactor closets or in the elevator, but shall be taken to the compactor room on the main floor.
- 8.1.5 All newspaper, magazines, clothes hangers and bottles are to be placed in recycling containers within the compactor closets.
- 8.1.6 The washing of garbage cans in the sinks of the compactor closets is prohibited.

8.2 Individual Apartments

- 8.2.1 Stockholders shall keep their apartments in a good state of repair and cleanliness. Dirt, dust or other substances may not be thrown from apartment doors or windows. No article shall be hung from the windows or placed upon the outside window sills, nor shall any linens, cloths, clothing, curtains, rugs or mops be shaken or hung from any of the windows or doors.
- 8.2.2 No permanent fixture shall be placed in any apartment which will block access to the fire escape, nor shall anything whatsoever be placed on the fire escape.
- 8.2.3 Stockholders who require child window guards must send a certified letter stating this to the Managing Agent.
- 8.2.4 Stockholders are required to have carpeting of 80% of the entire apartment area, except those occupants who have no apartments below them.

8.3 Hallways

Door mats, carriages, strollers, tricycles, bicycles, or flammable door decorations are not permitted to be left in the hallways.

SECTION 9 - Pets

- 9.1 Animals must be curbed and on a leash when on or around Corporate property.
- 9.2 Animals are not permitted on the lawns or landscaped areas of the Corporation.
- 9.3 Animal owners shall be responsible for any damage or nuisance committed by their animals to Corporate property and for the general cleanliness thereof.
- 9.4 Any animal interfering with the quiet enjoyment of individuals will be subject to removal from the Cooperative.
- 9.5 The Board may limit the quantity and kind of pets in any apartment.

SECTION 10 - Organization

10.1 Board of Directors

- 10.1.1 The regular meetings of the Board of Directors are normally held on the fourth Tuesday of each month in the meeting room of the Ivy building.
- 10.1.2 Special meetings of the Board of Directors are held from time to time to discuss emergency situations or other pressing problems that cannot wait until the next regular meeting of the Board.
- 10.1.3 All motions in any meeting of the Board of Directors shall be decided by a roll call vote.
- 10.1.4 An officer of the Board of Directors shall be considered to have resigned his/her executive position upon signing a contract of sale for his/her stock, said executive position will be deemed vacant.
- 10.1.5 The Treasurer shall submit a written report to the Board of Directors on a monthly basis. This report shall include a full description of all cash receipts deposited and cash disbursements made (i.e. check register), for all accounts under direct control of the officers of the Corporation.

10.2 Committees

- 10.2.1 The standing committees of the Board of Directors are and have the following charge:
 - Capital Improvements: to act on and coordinate the approved capital projects and in collaboration with the management company act as liaison between all concerned parties.
 - Finance: in coordination with the management company and the public accounting firm oversee compliance with approved budgets.
 - Legal: to be the liaison between the Board, lawyer, and managing company pertaining to all legal matters.
 - Maintenance: to coordinate with the management company oversees performance of in-house staff in relation to all ongoing repairs and projects, assures adherence to competitive bidding for all supplies and proposals for work performed by outside vendors. Recommends initiatives for prudent energy utilization and ecologically sound practices
 - Beautification: actively participate in maintaining esthetically pleasing property and in coordination with the management company oversees any landscaping contracts awarded to outside companies.
 - Parking: assigns all parking locations to stockholders and administers the use of parking areas.
 - Sales: Screens all sales documents forwarded by management to determine acceptability of applicants and recommends decisions to the Board.
 - Stockholder Relation: to deal with differences of opinion between stockholders and between stockholders and the corporation. Also see 10.3 below.
 - Rules & Regulations: under the auspices of the Secretary recommends and records modifications to the Rules and Regulations.

- 10.2.2 Special Committees (activation as deemed necessary by the Board)
 - Storage Room: to determine suitable location(s) of stockholder storage spaces and to develop financial criteria and business plan for the rental of said spaces.
 - Safety and Security: with collaboration of the management company recommend plans and procedures for the safety of stockholders and to recommend plans and procedures for the safety of stockholders and staff during routine use of the property and in emergency situations.
 - Social: to develop a viable business and marketing plan creating a "party" room for potential rental by stockholders and community members.
- 10.3 The Stockholder Relations Committee is empowered to hear Stockholder complaints in the following manner:
 - 10.3.1 All Stockholder complaints to be first submitted to management.
 - 10.3.2 Any complaints not resolved to the Stockholder's satisfaction can be brought to the Committee's attention no sooner than seven (7) days after Management receives the complaint.
 - 10.3.3 The Committee shall attempt to resolve the complaint with Management.
 - 10.3.4 Any complaints that are not resolved by this procedure shall be referred to the entire Board of Directors no later than the next regularly scheduled meeting of the Board of Directors.
- 10.4 Annual Meetings
 - 10.4.1 The Annual Stockholder's Meeting is held during the month of April on a day at the discretion of the Board.
 - 10.4.2 A quorum of one-third of the Stockholders of the Corporation is required for the transaction of business at the Annual Meeting. In order that the meeting may begin on schedule, Stockholders are asked to arrive at the meeting on time.
 - 10.4.3 Annual Meetings of the Stockholders will not be electronically recorded.
 - 10.4.4 Any member of the corporation is entitled to know the exact vote count results of stockholder meetings.

SECTION 11 - Keys

- 11.1 Keys
 - 11.1.1 Two building lobby keys will be issued to the occupant(s) of each apartment at no charge.
 - 11.1.2 A Stockholder who leases a space in the parking areas will receive a maximum of two keys at no charge, provided there are two licensed drivers in residence.
- 11.2 Additional Keys
 - 11.2.1 Additional lobby keys may be obtained for all occupants of an apartment above the age of eight, whose names appear on the Occupancy Agreement for a refundable deposit of seventy five (\$75.00) per key.
 - 11.2.2 Additional garage or parking lot keys may be obtained by a licensed driver listed on the Occupancy Agreement who is a third (fourth, etc.) driver of a car already occupying a space in the garage or parking lot for a refundable deposit of seventy five dollars (\$75.00) per key.
- 11.3 Lost Keys
 - 11.3.1 A replacement for a lost lobby, garage or parking lot key may be obtained at a cost of seventy five dollars (\$75.00) per key.
- 11.4 The procedures for obtaining additional or replacement keys are as follows:
 - 11.4.1 Send a written request for the key required to the Management Office along with a check made out to Sherwood Village Cooperative "D", Inc. for seventy five dollars (\$75.00) for each additional or replacement key.

The request must include the following:
 - a) The Stockholder's name, building and apartment number.
 - b) The name of the person who will be using the key.
 - c) The reason for the request (additional or replacement).
- 11.5 The deposit(s) paid to obtain additional keys will be returned with the escrow check after closing, upon return of those keys to the Corporation.
- 11.6 A charge of seventy five dollars (\$75.00) will be made for any key that is not returned to the Corporation at the time of closing.

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

Reasonable Accommodations

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

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

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

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

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

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

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

Required Accessibility Standards

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

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

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

How to File a Complaint

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

Sherwood Village Cooperative D, INC.

9935 59 Avenue

Corona, NY 11368

August 3, 2018

Dear Shareholder:

Effective August 28, 2018 New York City Local Law 147/2017 mandates notification to all shareholders of the smoking policy in our buildings. As you know, Section 2.13 of our Rules and Regulations states that "Smoking is not permitted in any common areas of the corporation". Common areas are defined as hallways, stairwells, storage areas, elevators, lobbies, laundry rooms, sitting and parking areas.

Smoking is defined by this law, as inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe or hookah, herbal cigarette, non-tobacco smoking product (e.g. marijuana or non-tobacco shisha) or any similar form of lighted object or device designed for people to use to inhale smoke. Electronic cigarettes which are battery operated devices that heat a liquid, gel, herb or other substance that produce vapor for inhaling are also prohibited.

Violations of this no smoking policy will be adjudicated in compliance with the Rules and Regulations of our corporation. We fully anticipate the cooperation of all shareholders in making New York a cleaner city for all of us.

The Board of Directors



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NEW YORK CITY FIRE DEPARTMENT

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

APARTMENT BUILDING FIRE SAFETY

E-Bike Fire Safety (Fire Safety Hazards Associated with Powered Mobility Devices)



There have been over 140 e-bike and other lithium-ion structural fires in New York City in the first 10½ months of 2022 alone. Six persons died and 140 persons were injured in these fires. Apartments have been severely damaged.

WHAT YOU NEED TO KNOW ABOUT E-BIKE FIRE SAFETY
(SEE NEXT PAGE)

E-bikes, scooters, hoverboards and other mobility devices powered by lithium-ion batteries have become popular. Many people store and charge them in their apartments. However, the devices' lithium-ion batteries and chargers present serious fire safety hazards.

**Immediately stop charging your e-bike
and call 911 if you notice:**

- Fire or Smoke
- Battery overheating
- Change in battery shape or color
- Battery leaking
- Strange battery smell
- Battery making odd noises

Powered Mobility Device Fire Safety

BUY only e-bikes or other mobility devices that are **CERTIFIED** by nationally recognized testing laboratory. Look for symbols such as UL, ETL and CSA.

- **WHY?** The laboratories test these products to make sure they meet industry standards and are safe to operate under normal circumstances.

USE the original battery, power adapter and power cord supplied with the device, or a manufacturer-recommended and/or a testing laboratory-certified replacement.

- **NEVER** use unapproved batteries/chargers, even if they are much less expensive.
- **WHY?** Unapproved batteries or chargers may not be designed to work with an e-bike or e-bike battery.
- **RESULT:** An unapproved battery may overcharge, overheat and catch on fire.

PLUG the e-bike directly into an electrical wall outlet when charging.

- **NEVER** charge an e-bike or e-bike battery with an extension cord or power strip.
- **WHY?** Lithium-ion battery charging requires a lot of electrical current, more than most extension cords and power strips can handle.
- **RESULT:** The extension cord or power cord can overheat and cause a fire.

CHARGE your e-bike or other device in a safe facility, not in your apartment, if possible. Ask your building or employer if they can provide a safe charging and storage facility.

- **WHY?** Lithium-ion batteries store a lot of energy and when they overheat they release intense energy. Most apartments are unsprinklered and many furnishings and household items are highly combustible.
- **RESULT:** A fire in your apartment can be devastating.

MAKE SURE you have a way out of the apartment in the event of fire!

- **NEVER** charge your e-bike next to the apartment entrance door or any other place where it could prevent your escape.

MONITOR your e-bike or e-bike battery when it is being charged.

- **READ** the manufacturer's charging and storage instructions and follow them.
- **NEVER** charge the battery overnight or when you are not in the apartment.
- **NEVER** charge an e-bike or e-bike battery on or near your bed or couch, or close to drapes, papers or other combustible materials.

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

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

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

NOTICE (THIS SHOULD BE FILLED OUT BY YOUR LANDLORD)

UNIT INFORMATION

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

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

- YES
 NO

2. IF THE UNIT IS EXEMPT FROM ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, WHY IS IT EXEMPT FROM THAT LAW? (PLEASE MARK ALL APPLICABLE EXEMPTIONS)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(PLEASE MARK AND FILL OUT THE APPLICABLE RESPONSE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I acknowledge receipt of the Good Cause Eviction Law Notice

Tenant Date

Tenant Date