

SALES APPLICATION

THORNTON PLACE OWNERS, INC.

**67-50 Thornton Place
Forest Hills, NY 11375**

Contact Information:

**Susan Rubin
Transfer Agent
Kaled Management Corp.
7001 Brush Hollow Road Ste: 200
Westbury, NY 11590**

**(516) 876-4800 x 313
Fax (516) 780-8313
Email: Susan@Kaled.com**

Bldg. # 492

03/2025

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.**

- * Submit completed packages to: **Ms. Susan Rubin c/o Kaled Management Corp., 7001 Brush Hollow Road, Ste: 200 Westbury, NY 11590**. Please allow approximately four (4) weeks for the processing of the application and Board review.
- * All prospective Purchasers and everyone living in the apartment are subject to application review and Board interview and approval. Kaled Management Corp. will contact the prospective purchaser for interview upon receipt of an acceptable credit check and application review. Should a prospective purchaser wish to have an interpreter present at board interview, the Board welcomes such additional individual.
- * Prospective purchasers should be sure to review the Offering Plan and all amendments in addition to those corporate documents while purchasers, in standard contract of sale form, represent they have read.
- * Please submit **ONE (1) ORIGINAL & ONE COPY (complete packages)**
 - * Remove your social security numbers from all documents except credit check authorization.
 - * Remove your birthdate from all documents except on the original credit check
 - * Remove all bank and credit card numbers from all documents
- * Incomplete application packages will be returned to the buyer or broker.

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

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

- Please allow at least three (3) weeks for the processing of the application.
- The Cop-op reserves the right to request information in addition to the above and to alter, amend or modify this application form at any time and from time to time.

APPLICATION PACKAGE CHECKLIST:

Please note 80% financing is permitted

The following items must be included with the application:

1. Purchase Application including financial schedules _____
2. Copy of the fully executed Contract of Sale (Blumberg Contract Form Preferred)
Including lead paint disclosure signed by seller, purchaser, and broker _____
3. Copy of the loan commitment letter if purchaser is obtaining a mortgage
and bank loan application and appraisal. _____
Note: Packages will not be sent to the Board without commitment letter.
4. Three executed original recognition agreements (Aztec Form only)
if sale is being financed. _____
5. Copy of W-2 forms and federal 1040 tax return only the first two (2)
for prior two (2) years, unless you have your own business full tax returns
are required. **(Please remove social security # and birthdate)** _____
6. Letter from landlord or managing agent stating you monthly rent
or maintenance, length of tenancy & amount of rent paid. (Previous landlord
if living at current resident less than one year) If applicant is selling
a residence, please provide copy of pending sale or copy of
closing statement. _____
7. Letter of employment from the Human Resources Manager or
Personnel Director, stating length of employment, title, & annual salary.
(Salary must be disclosed). Two (2) 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, last two (2) years financial statement and business tax return.
Please attach latest balance sheet & profit & loss statement. _____
8. Three (3) personal reference letters. (non-related parties). _____
9. One (1) reference letter from your bank _____

9. One (1) reference letter from your bank _____
10. (3) three months most recent bank statement and brokerage statements.
(Remove account numbers) _____
11. Credit Check Authorization for each purchaser. _____
12. Lead Paint rider, Carbon Monoxide/Smoke Detector rider,
Sprinkler disclosure lease rider, and Window Guards rider,
Primary resident sheet, bedbug. Notarize signatures by
both seller(s) and purchaser(s) where needed. _____
13. Signed receipt for House Rules _____
14. Letter of Affirmation from the attorney for the purchaser stating that he has
no knowledge that the price reflected in contract is not in fact the true price
for purchaser. _____
15. Purchaser must have evidence of Homeowners insurance prior to closing _____

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

*** The board may hire an independent appraiser to appraise the apartment to insure the selling price is reflective of local conditions at time of contract. This cost will be absorbed by the Cooperative. Apartment purchase prices that do not reflect the current market conditions may not be accepted by the board of directors.**

*** In person interviews only.**

*** Superintendent Inspection**

Upon receipt of this sales package, the superintendent will inspect the unit to ensure that there are no legal construction items (illegal partitions, etc.) in the apartment.

Closings will take place:

Andrea McAuliffe
Archer Byinton Glennon & Levine LLP
534 Broadhollow Rd. Ste 430
Melville NY 11747
Email: AMcAuliffe@abgllaw.com
Phone # 631-249-6565
Facsimile 631-777-6906

Required Application Fees – (All fees to be paid by Certified Check or Money Order)
(non-refundable)

- * Enclose a check in the amount of \$600.00 payable to Kaled Management Corp., for administration fee. (purchaser)
- * Credit check fee of \$200.00 per person payable to Kaled Management Corp. (purchaser)
- * Recognition agreement fee in the amount of \$200.00 payable to Kaled Management Corp., (purchaser)
- * Board review fee \$500.00 payable to Thornton Place Owners, Inc.
- * Move in deposit of \$500.00 payable to Thornton Place Owners, Inc.
refundable, if there are no damages during the move in and the house rules were not violated. (purchaser)
- * Move out deposit of \$1000.00 payable to Thornton Place Owners, Inc. is
refundable, if there are no damages during the move out and the house rules were not violated.(seller)

Purchase Application

Application is herewith submitted for the purchase of _____ shares of common stock of Thornton Place Owners, Inc. and for the right of residency in apartment # _____.

Seller's Name(s): _____

Seller's Attorney's Name: _____

Address: _____

Telephone Number: _____ **Email:** _____

1. **Applicant's Name:** _____

2. **Social Security (last 4 digits):** _____

3. **Home Address:** _____

3. **Home Telephone #:** _____ **Cell#** _____

4. **Email:** _____

5: Applicant Employee

Present Employer: _____

Business Address: _____

Telephone Number: _____

Current salary: _____

Length of Employment: _____

Persons to contact for reference: _____ **Telephone:** _____

6. **Co-Applicant Name:** _____

7. **Social Security # (last 4 digits)** _____

8. **Co-Applicant Home Address:** _____

9. **Co-Applicant Home Telephone Number:** _____ **Cell#** _____

10. Email: _____

11. Co-Applicant Employee:

Present Employer: _____

Business Address: _____

Telephone Number: _____

Current salary: _____

Length of Employment: _____

Persons to contact for reference: _____ Telephone: _____

12. Estimated Annual Income from employment(s):

Applicant: \$ _____

Co-Applicant: \$ _____

From all other sources: \$ _____

Total: \$ _____

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

Name of Accountant: _____

Address: _____

Phone number: _____

Income:

Annual Salary: _____

Fees/Commissions: _____

Interest: _____

Dividends: _____

Other: _____

14. Does applicant/co-applicant wish to maintain any pets? _____

If so, specify the type and number: _____

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

Name	Relationship
_____	_____
_____	_____
_____	_____

16. Will you live in the apartment as your primary residence? _____

17. When will you move in: _____?

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

If so, state full details: _____

19. References:

List two references

1. Name _____

Address _____

2. Name _____

Address _____

20. Present Landlord:

Name _____

Address _____

Dates of Occupancy: From: _____ **to** _____

Rent: _____

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

Name _____

Address _____

Dates of Occupancy: From: _____ to _____

Rent: _____

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

22. If you know any persons presently residing at Thornton Place Owners, Inc.?

Please list their names: _____

23. Address of all additional residences owned or leased:

24. Applicant's Attorney's Name: _____

Address: _____

Telephone Number: _____

25. Real Estate Agent's Name: _____

Address: _____

Cell phone Number: _____ Email: _____

26. Financial (Applicant/Co-Applicant)

Bank (Personal Account) _____

Address: _____

Type of account: _____

Bank Address: _____

Type of account: _____

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

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

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

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

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

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

Signature of Applicant: _____

Date: _____

Signature of Co-Applicant: _____

Date: _____

ASSETS AND LIABILITIES STATEMENT

Applicant's Name _____
 Statement of Financial Condition as of the _____ day of _____, 20____

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

ASSETS		LIABILITIES	
Cash in bank (attach bank statements)	\$	Notes Payable	\$
Down payment on contract (if paid)		Mortgages payable	
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	
Real Estate Owned		Outstanding Credit Card Balances	
Vested Interest in Retirement Fund (include IRAs and 401Ks)		Student Loans	
Automobile (make and year)		Other Liabilities (itemize)	
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)	\$		

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

YEARLY INCOME AND EXPENSE STATEMENT

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

Applicant's Name _____

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

SCHEDULE A - REAL ESTATE OWNED

[illegible]

SCHEDULE B - NOTES PAYABLE

Amount	Due to	In Name of	Maturity Date	Collateral	Monthly Payment

SCHEDULE C - ACCOUNTS PAYABLE (include credit card balances and student loans here)

[illegible]

SCHEDULE D

Amount	Type	Due to	Obligor	Final Maturity/or repayment	Collateral

*Including Letters of Credit and Surety Bonds

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

NAME OF BANK - INCLUDE CREDIT UNION AND MONEY MARKET ACCOUNTS		
Name of Bank	Account No.	Balance
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total - Amount must match amount stated under Assets		\$

SCHEDULE F - SECURITIES (STOCKS AND BONDS)

[illegible]

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

SCHEDULE G - RETIREMENT FUNDS - IRAs AND 401Ks

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

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 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.

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 an 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) applying 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: _____

Thornton Place Owners, Inc.
Nametag /Directory Request

Apartment #: _____

Name on Mailbox: _____

Name on Directory: _____

I (we) acknowledge that a set of keys to the apartment must be given to the
Superintendent upon moving in

Signature: _____

Signature: _____

Date _____

Thornton Place Owners, Inc.

HOUSE RULES ACKNOWLEDEMENT

Re: Building: _____

Apartment: _____

I have received a copy and read the current House Rules for Thornton Place Owners, Inc. and abide by them.

I also understand that I may not move into the building until:

- The Board of Directors has approved my application
- I/we have paid all required move-in fees and deposits and have scheduled a move in date with the Superintendent.

Signed _____

Date _____

Signed _____

Date _____

Thornton Place Owners, Inc.

DELIVERY PROCEDURE

Please note that all residents of the Cooperative follow the following procedures when having furniture or bulky appliances delivered to their units.

1. Superintendent must be informed at least 48 hours prior to delivery. This will allow the Super to hang the appropriate padding in elevators to prevent damage to the elevators.
2. All item must be unpacked either outside the building or in the individual's apartment-not in the basement or other common areas of the building.
3. All boxes and packing materials must be removed by the delivery person. If it is left behind, the resident is responsible for breaking down and folding all packing, and proper disposing and recycling of all materials.
4. Any damage to the elevators, the lobby, or any other common areas of the building will be the sole responsibility of the resident. Please note that the management company will assess any damage and bill the Shareholder immediately if any damage is found.

Your cooperation and adherence to these policies will keep the elevators and common areas looking good for many years to come.

Rider A to Sale of Cooperative Unit

Purchaser agrees to adhere to the requirements set forth in the By-Laws with regards to the illegal renting out of the unit in part or as a motel, hotel, or otherwise transient tenants.

This rider dated _____ attached to and part of contract of sale
Dated _____ between _____ as seller
and _____ as purchaser of shares in Apt.# _____
Thornton Place Owners, Inc.

This agreement made part of contract of sale, dated _____
As follows;

Similarly, all uses of illegal temporary or transient housing: such as Airbnb, HomeAway.com or similar is a breach of the bylaws and will lead to an eviction of the purchaser as provided in the By-Laws.

Purchaser:

Purchaser:

Rider B to Sale of Cooperative Unit

This rider dated _____ attached to and part of contract of sale dated _____ between _____ as seller and _____ as purchaser of shares in Apt. # _____ Thornton Place Owners, Inc.

As provided by law, Purchaser agrees to give a copy of all apartment keys to the building staff/management for access to the apartment in an emergency.

Purchaser hereby agrees that all damages due to Building staff/Management's inability to gain access to the apartment in the case of a building emergency will be the sole responsibility of tenant. Damages, in this case, can be financial, legal, and other responsibility to the Cooperative or to any Shareholders that may have been affected by the lack of access.

Purchaser

Purchaser

Thornton Place Owners, Inc.
Acknowledgment Pets Policy

The undersigned applicant(s) certifies that they understand and will be in compliance with the Coop's "Pet Policy" as spelled out in the house rules. the Applicant(s) hereby acknowledge that any breach of the "Pets Policy" will result in immediate legal action, removal of the pet and Management will notify the applicant(s) bank of the breach of the house rules and building policies.

All charges incurred by the Coop (legal and otherwise) as a result of a breach of the "Pets Policy" will be charged to the Shareholder's maintenance.

Applicant's Signature _____

Date Signed _____

Applicants Signature _____

Date Signed _____

Thornton Place Owners, Inc.
Emergency Contact Form

Occasionally an emergency or maintenance problem will occur where it is imperative for us to contact a Shareholder/Subtenant who is not at home.

Repair work can be hampered when Shareholder/Subtenants are away on vacation or at work. Extensive damage can be prevented if we have a method of contacting the occupant

To avoid this problem, we are requesting House Rules require each shareholder to provide contact information for use in an emergency or for any other reason when management needs to contact a resident.

Thank you in advance for your anticipated cooperation.

Name(s): _____

Apt. Number: _____ **Email:** _____

Home # _____ **Cell #** _____

In case of Emergency Contact-Name _____

Cell # _____ **Email** _____

Mailing address: _____

☐

Please add any additional information that may assist in notifying you in the event of an emergency.

Thornton Place Owners, Inc.

Please be advised that if the apartment being transferred has a parking space, this space is not included with sale/transfer of shares. The parking space will be turned over to the Shareholder pool for the next shareholder on the waiting list.

Your name will only be added to the waiting list only after closing.

_____ Parking space is required

_____ Parking space is not required

Name of purchaser: _____

Signature of purchaser: _____

Name of seller: _____

**** You are advised to email Jodee Sarisky managing agent jodee@kaled.com after your closing to ensure that your name is added to the list****

Garage Rider

The garage, storage, and parking spaces within 67-50 Thornton Place, are the property of Thornton Place Owners, Inc. (the "Corporation"). Buyer/Purchaser acknowledges that upon a future sale or transfer of this unit, any parking space and storage space assigned to or used by buyer/purchaser shall revert to the Corporation for use as determined by its Board of Directors. Buyer/Purchaser shall make no representations regarding the availability of the parking space upon future sale or transfer of the unit.

Buyer/Purchaser: _____ Date: _____

THORNTON PLACE OWNERS, INC.

MOVE -IN AND MOVE-OUT PROCEDURES

In order to facilitate a successful move-in/out, the following procedures are to be followed when moving furniture, furnishings, and/or personal property into or out of the buildings:

MOVE-IN/MOVE-OUT FEES AND DEPOSITS

The payment of the following fees is due at the time of closing(for unit purchases and sales) or at any time you submit the sublet application. These fees apply to both move in and out of the buildings, and are payable by both the shareholder/seller who is moving out and the prospective purchaser/sub lessee who is moving in.

- A. By certified check, bank check, or money order, the amount of \$500.00, payable to Thornton Owners, Inc. as a refundable move-in deposit.
- B. By certified check, bank check, or money order, the amount of \$1000.00 payable to Thornton Place Owners, Inc., as a refundable move-in deposit, which shall be refunded after final inspection by the Superintendent/Managing Agent and assurance that no damage has occurred during the move.

All checks must be made payable to Thornton Place Owners, Inc.

Please note that Shareholders who move out prior to a closing or a submission of a sublet application package must also submit to Kaled Management Corp. the move -out fees and deposits required prior to scheduling a move out date with the Superintendent. No refund checks will be issued unless you inform Kaled Management Corp. of your forwarding address.

the Superintendent will not schedule a moving date unless approval is received from the Managing Agent.

MOVE-IN/OUT SCHEDULING

Move in and out of the building must occur between 9:00a.m and 5:00 p.m., Monday through Friday, excluding holidays. It is very important that you schedule a moving date with the Superintendent at least one week before the move. This will allow the Superintendent to take proper precautions, including the hanging of elevator padding, to prevent possible damage to common areas of the building. Please take this in consideration when you make arrangements with moving companies. There will be no exceptions to this policy.

An inspection of the common areas of the premises, including elevators will be made within a reasonable time after you move. If any damage has occurred , the Managing Agent will notify you in writing. The cost of repairs will be deducted from your deposit amount and the balance, if any, will be refunded to you. If there is any damage that exceeds the amount of your deposit , you will be required to pay the additional amount within ten (10) days of receipt of notification by the Managing Agent. If there is no damage , the deposit will be refunded in full. Please note that the refund process will take 30-45 days, since confirmation of no damage must be received and refund checks are drawn. Also please be reminded that you must inform us of your new address if you are moving out of the building.

INSURANCE REQUIREMENTS

Please note that all moving companies who are hired to move you in or out of the buildings will be required to provide the Cooperative with the required Certificates of Insurance. This certificate will name4 Thornton Place Owners, Inc., and Kaled Management Corp. as additionally insured on their policy. For The Certificate of Insurance requirements contact 516-876-4800 x333 Gabe Turi at Kaled Management Corp.

Please sign below indicating that you have read and agree to abide by all the above procedures.

PRINT NAME _____ SIGNATURE _____

Date _____

THORNTON PLACE OWNERS, INC.
WORK RULES

1. Before beginning new work in any apartment, all craftspeople must check-in and review work plans with building Superintendent.
2. Noisy work is allowed only 9a.m to 4p.m Monday-Friday. There is an hour's grace at the beginning and end of the workday when equipment can be moved in or out of the apartment. All workers must be out of the building by 5p.m
3. Any cabinetwork that is to be fixed to the walls or is immovable must be provide immediate access to heating, plumbing, gas, electrical, and telephone lines. Specific details must be reviewed with Superintendent and Managing Agent
4. Circuit breakers and circuit breaker panel, gas meter, telephone boxes, and plumbing valves:
 - i. Must be easily assessable
 - ii. Individual circuit breakers should be labeled as to which rooms they control
 - iii. On completion of work, diagrams showing the location of the above items must be given to the Superintendent
 - iv.
5. During heavy construction, the front door should be taped. This requirement helps prevent dust from entering common foyers and elevators.
6. Refuse must be removed in sturdy metal plastic bins. Removal times must be approved by the Superintendent. All refuse may be left in back elevator hall, basement, courtyard, or sidewalk.
7. There must be a designated foreman in the apartment at all times with whom the Superintendent can discuss any work problem. In addition, the Superintendent should be given a mobile number for the contractor should there be an urgent reason to reach the contractor.
8. The Superintendent has the authority to order work suspended, in part or entirely, if he believes that there is a failure to cooperate with house work rules. The suspension shall continue until all parties can agree to an acceptable solution.
9. All compensated contracting companies must provide adequate proof of insurance naming the Cooperative and the Managing Agent as additionally insured (see requirements page).

Certificate of Insurance Requirements for
Thornton Place Owners, Inc.
(Needed by Movers, Vendors, Contractors, etc.)

As per the terms of our contracts, it is required that you submit to us a certificate of insurance noting the following:

- | | |
|--------------------------|---------------|
| 1. General Liability | 1,000,000 |
| 2. Property Damage | 50,000 |
| 3. Workers' compensation | Statutory |
| 4. Auto Coverage | If applicable |

In addition, we also require that the following be noted on your policy as additionally insured.

- a. Kaled Management Corp.
- b. Thornton Place Owners, Inc.

Also, please note the following Certificate Holders:

- a. Kaled Management Corp.
7001 Brush Hollow Rd Ste:200
Westbury NY 11590
Att: Gabe Turri
- b. Thornton Place Owners, Inc.
7001 Brush Hollow Rd Ste:200
Westbury NY 11590
Att: Gabe Turri

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

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

Name of tenant(s): _____

Lease Premises Address: _____

Apartment Number: _____ (the "Leased
Premises")

Date of Lease: _____

CHECK ONE:

1. ☐ There is NO Maintained and Operative Sprinkler System in the Leased Premises.
2. ☐ There is a Maintained and Operative Sprinkler System in the Leased Premises.
 - A. The last date on which the Sprinkler System was maintained and inspected was on _____.

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

Acknowledgment & Signatures:

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

Purchaser: Name: _____

Signature: _____

Date

Owner: Name: _____

COOPERATIVE ABATEMENT RESIDENT VERIFICATION SURVEY

1. Name of all Unit owners listed on the deed (separate with commas if multiple)
-

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

Full address with unit number(s). _____

4. Is your unit sponsor owned? Yes/No

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

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

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

7. Have there been any circumstances or changes in residency since January 1, 2020 that may require updated information to be submitted to the city? Yes /No

Please state the reason for this change: _____

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

Signature: _____ **Date:** _____

Email _____ **Cell #** _____

[illegible]

_____ Street Address _____ Unit/Apt. _____
 _____ New York, _____, _____ (the "Premises")
 Borough Block Lot

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 Grantee

Signature of Grantee

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

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

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 (PRINT)

SHAREHOLDER(SIGNATURE)

FOR FURTHER INFORMATION CALL:

Window Falls Prevention Program
New York City Department of Health
125 Worth Street, Room 222A
New York, N.Y. 10013
(212) 566-808

THORNTON PLACE OWNERS, INC.
67-50 Thornton Place
Forest Hills, NY 11375

HOUSE RULES

EFFECTIVE JANUARY 1, 2017

SECTION I. GENERAL RULES

- I.1 The terms used in these House Rules shall have the same respective meaning given to such terms on the Proprietary Lease to which these House Rules are attached.

Lessor: Thornton Place Owners, Inc. ("TPOI"). Where approval is required, this means approval by the Board of Directors of TPOI.

Lessee: Holder of Proprietary Lease

Managing Agent: Kaled Management Corp.

Building: The premises located at
67-50 Thornton Place
Forest Hills, New York 11375

- I.2 The Lessees and occupants of the building and each Lessee's guest, employees, subtenants or any other person or persons in the building at the invitation of, or with the permission of, or on behalf of one of the aforesaid, will observe and comply with such rules as the Lessor may prescribe for the safety, care and cleanliness of the building and the comfort, quiet and convenience of other Lessees and occupants of the building.
- I.3 These House Rules shall be binding not only on all Lessees but also, where applicable, on the agents, employees, subtenants, guests and members of the families of Lessees and on all occupants of apartments. Neither the Managing Agent, Superintendent, Building Custodian nor any other employee of the Lessor shall have the authority to give any consent or approval which is not given under these House Rules.
- I.4 The House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors or by vote of the holders of two-thirds of the outstanding shares of the Lessor.
- I.5 Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.

- I.6 Violation of the House Rules may result in improper use administrative fees. Since violations may range in severity from inconveniencing residents to endangering the health, security or property of other occupants, administrative fees will be imposed according to their severity. A schedule of such fines shall be maintained by the Managing Agent and shall be available to all lessees and other occupants. Continuing or egregious violations may, and can, lead to eviction proceedings. SEE Attachment "A" hereto.

SECTION II. EXTERNAL APPEARANCE AND LESSOR'S PREMISES

II.1 Public/Common Areas

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

- II.2 No baby carriages or strollers, bicycles or similar vehicles, shopping carts, laundry carts or baskets, or any other articles shall be allowed to stand in the public halls, passageways, stairways, areas or courts of the building. Nothing shall be hung or shaken from the doors, windows, terraces, or balconies or placed upon the window sills of the building.

Initial

- II.3 Smoking (inclusive of tobacco, electronic cigarettes, or any other definition of smoking adopted by the City of New York in the Smoke Free Air Act (Title 17, Chapter 5 of the New York City Administrative Code)) is prohibited in all interior common areas of the Cooperative including hallways, stairwells, basements, garages, lobbies, pathways, rooftops as well as all outdoor areas of the building including the driveway, terraces and all garden areas, within twenty-five (25) feet of an entrance to the building.

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II.4 Elevators

The walls, ceiling and floor of the elevator cab must be protected when it is being used for moving furniture, packages or oversized articles. The Managing Agent must be notified at least forty-eight (48) hours prior to the use of the elevator(s) to determine if the elevators need to be padded and that such materials for the elevator can be secured. In the event the Managing Agent is not available, the superintendent should be contacted.

Any damage caused by the failure to safeguard the elevator cab will be levied against the resident responsible.

Elevators should not be interfered with or held unnecessarily.

II.5 Rooftop Areas

- i. No Lessees may use the sixth floor roof at any time.

- ii. Lessees whose apartments abut the rear garage roof may use these areas for their personal enjoyment within the boundaries of the Proprietary Lease and House Rules, but in no event shall radio playing or disturbing noises be permitted while using the garage roof areas.

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- iii. In compliance with New York City Fire Department regulations, at no time may there be any open flame equipment usage, including, but not limited to, barbeques, hibachis and fire pits. Any New York City generated summons, penalty or fine incurred as a result of non-compliance, shall be the responsibility of the Lessee. Lessor also have the right to impose administrative fees for non-compliance.

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II.6 Terraces

- i. The Lessee shall not install or make any modifications, improvements, or alterations to any terrace or terrace dividers, including the adjacent walls of the building or install any planting beds, shrubs or trees or erect any structure on any terrace, or affix anything to the exterior building walls without the prior written consent of the Lessor. Anything so installed, affixed or erected will be removed by the Lessor or its Managing Agent without any liability to the Lessor or its Managing Agent and at the Lessees expense. Terraces may not be used for purposes of storage or drying or airing of clothes.
- ii. Terraces are to be inspected by the Managing Agent on a quarterly calendar basis and Lessees are subject to administrative fees by the Lessor depending on the level of violation.
- iii. At no time may there be any open flame equipment usage, including, but not limited to, barbeques, hibachis and fire pits on any terrace. Any New York City generated summons, penalty or fine incurred as a result of non-compliance, shall be the responsibility of the Lessee. Lessor also have the right to impose administrative fees for non-compliance.

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II.7 Windows

- i. No exterior shades, awnings, window guards, ventilators, window coverings, decorations or other furniture shall be installed or used in or about the building without the written approval of the Lessor.
- ii. No signs, notices, signals or advertisements shall be inscribed or exposed on or at any window or other part of the building, except which as have been approved in writing by the Lessor or Managing Agent, nor shall anything be projected out of any window of the building without similar approval.

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II.8 Building Exterior

No radio, television aerial, broadcast dish or comparable receivers, or telephone wires shall be attached to or hung from the exterior of the building, including balconies and terraces.

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II.9 Minors/Less than 12 Years of Age

Minor children on the premises of the lessor must be supervised and accompanied by an adult at all times in the public halls, lobby, stairways, fire towers and elevators and shall not play in the interior or exterior courtyards, or garden areas. Any liability arising out of any such unsupervised, or accompanied, behavior is the sole responsibility of the Lessee.

II.10 Access

Building access fobs are limited to residents of the Lessor's building only. If a Lessee loses a fob, a replacement may be obtained from the Managing Agent for the normal fee. No Lessee or employee of the Lessor shall furnish a building access fob to any non-shareholder.

II.11 Deliveries

- i. All deliveries of large items, including, but not limited to, furniture, appliances and construction material, must be done through a designated service entrance and the Managing Agent or Superintendent must be notified at least forty-eight (48) hours prior to delivery to determine if elevators need to be padded.
- ii. Deliveries shall be limited to Monday through Saturday from 9:00 a.m. to 4:30 p.m. No deliveries are permitted on Holidays. Other times for delivery are not permitted unless prior approval has been obtained from the Managing Agent or Lessor. Failure to follow these guidelines/restrictions, will result in the assessment of administrative fees.

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II.12 Parking

Since there is substantial demand in excess of available parking spaces, a shareholder may have only one (1) space at any time. Parking spaces will be allocated as they become available and are not transferrable to other shareholders or non-shareholders at any time, nor are they transferred with the sale of an apartment. Lessor shall have the right to determine the monthly cost associated with having a parking space. Lessees must sign a parking lease, or other documentation, required by the Lessor prior to using a parking space.

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SECTION III LAUNDRY, STORAGE, TRASH

- III.1** The laundry and drying apparatus shall be used in such a manner, and at such times, as the lessor and Managing Agent shall determine. The Managing Agent shall post such operating times and usage restrictions in the building laundry area. Lessees are prohibited from drying or airing clothes on a terrace.

- III.2 Except as herein otherwise provided, the Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
- III.3 All wet/biodegradable garbage/trash must be securely bagged before being thrown down the compactor chute.
- III.4 Recyclable containers must be rinsed and taken to the designated ground floor containment areas as must all recyclable paper, including, but not limited to, newspapers, magazines, boxed and cartons that do not fit into the compactor chute.
- III.5 After an approved Alteration Agreement or Decoration Agreement from the Lessor has been given, construction debris/materials must be disposed of by the Lessee's contractor **AWAY** from the building's premises. If there is no contractor, Lessee must arrange for disposal either with the New York City Department of Sanitation or a private carting company. Pending disposal, such refuse shall not be placed or sorted in public areas outside or inside the building. It is the responsibility of the Lessee to ensure that all common areas of the Lessor's building used during such renovation be cleaned daily. The Managing Agent or Superintendent must be notified at least forty-eight (48) hours prior to delivery to determine if elevators need to be padded during construction.
- III.6 Home furnishings, including, but not limited to, tables, sofas, mattresses, chairs, etc., are to be kept in Lessee's dwelling until the next designated Department of Sanitation removal day. For 67-50 Thornton Place removal days (as of the date of these House Rules) are Tuesday and Friday of any given week, with the exception of legal holidays.

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SECTION IV. QUIET ENJOYMENT

- IV.1 No lessee shall make or permit any disturbing noise in the building, or do or permit anything to be done therein, which will interfere with the rights, comforts or convenience of others. No Lessee shall play upon or suffer to be played upon any musical instrument, or permit to be operated a stereo, radio or television in such Lessee's apartment, if the same disturbs or annoys other occupants of the building. No Lessee shall permit to be conducted vocal or instrumental instruction at any time, without the written consent of the Lessor.
- IV.2 67-50 Thornton Place is a NO PETS designated building. Pets are not permitted to reside in the building. No Pets includes, but is not limited to, dogs, cats, reptiles and birds. "Grandfathered" pets may NOT be replaced.

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No pigeons, or other birds, squirrels, cats or other animals shall be fed from windows, garden areas, bushes and trees, or anywhere on the Building's property.

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SECTION V. RELATIONSHIP WITH STAFF AND OTHER LESSEES

V.1 No employee of the Lessor shall be sent out of the building by a Lessee at any time for any purpose.

V.2 All complaints regarding the services of the Building by a Lessee shall be made in writing to the Managing Agent.

V.3 Any repairs requested by a Lessee must be scheduled by the Managing Agent, or Superintendent. Lessor is not responsible for any work done by employees of the lessor while not on duty for TPOI.

Any Lessee, subtenant or guest may not directly request an employee of the Lessor to do work or make repairs, except in an emergency situation. The Managing Agent will also advise the Lessee if the work cannot be performed by any employee of the Lessor. See rule VI.10 requirements.

V.4 The Managing Agent or employees of Lessor and any contractor or workman authorized by the Lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspected such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin insects or other pests.

V.5 Open Houses are potential security braches and are not permitted without permission in advance from the Lessor or Managing Agent. If permission is given, the real estate broker's name, affiliation and phone number must be given to the Managing Agent or Superintendent or Building Custodian prior to the open house and there must be a person checking visitors into the building and escorting them to and from the Open House apartment. An administrative fee will be levied against the shareholder who does not obtain prior permission for an open house.

V.6 The Lessor, by virtue of the Proprietary Lease, is entitled to have a key to each apartment for use in case of emergency. Keys are kept in a lock box accessed by the on-duty Managing Agent or Superintendent. As of June 1, 2014, new lessees shall submit a deposit in the amount of \$250. at the time of closing until such key is received by Lessor, after which deposit will be refunded.

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- V.7 If any Lessee has a complaint against another Lessee and it cannot be settled amicably between them after good faith efforts by the Lessees, such complaint may be addressed, in writing, to the Managing Agent for review. If the complaint is not addressed to the satisfaction of a Lessee, Lessee may request that the complaint be brought before a regularly scheduled meeting of the Board of Directors for review by the Board of Directors; such request must be made in sufficient time for the matter to be placed on the agenda of an upcoming Board meeting. In addition, Lessor's Counsel will be instructed as to next steps, i.e., Notice to Cure, etc.
- V.8 The Managing Agent from time to time will request Lessee to complete and return administrative and other forms necessary to comply with Federal/ State/Local laws and/or the Proprietary Lease, i.e., window guards, proof of homeowner's insurance, emergency contacts and lead paint forms, etc. Lessee must return such forms to the Managing Agent on a timely basis.

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SECTION VI. INSIDE APARTMENT RULES

- VI.1 Lessees shall keep their apartment in a good state of preservation and cleanliness and shall not sweep or throw, or permit to be swept or thrown there from, or from the doors, windows or terraces thereof any dirt or other substances.
- VI.2 In order to reduce noise from normal apartment foot traffic in the 67-50 Thornton Place wood frame constructed building, a minimum of 80% of all floors in apartments (except bathrooms, kitchens and closets) shall be covered by carpeting or rugs laid over such padding/underlay or other material as may be necessary to absorb sound. In a 10ft x 15ft room, 80% coverage would mean a covered/carpeted area equal to 8ft x 12ft of carpet/padding/ underlay.
- "Carpeting" is understood to be material no less than one-half (1/2) of an inch thick. "Padding or other material" is understood to be material no less than one-half (1/2) of an inch thick.
- Where other than building standard wood floor is installed by or on behalf of the Lessee (i.e., rubber or vinyl tile, linoleum, slate, marble, etc.) an underlay of sound absorbent material shall be used.
- VI.3 Due to the age of the 67-50 Thornton Place building infrastructure, no clothes washer, dryer, dishwasher or garbage disposal unit shall be maintained in any apartment with the following exception: designated "G" and "M" apartments may install either a dishwasher or washing machine/dryer –not both—with prior written approval of the Lessor.

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If at any time it is determined that any apartment is in violation of this Rule, a per month administrative fee of \$300 will be levied on the Lessee until such time as the infraction is deemed corrected.

VI.4 Each apartment shall have one or more functioning smoke detectors and carbon monoxide detectors at the expense of the Lessee.

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VI.5 All Lessees must have, and maintain, Homeowner's Insurance, naming TPOI as an additional insured. Lessee is responsible for providing proof of such insurance at property closing and on a yearly basis as required by the Lessor or Managing Agent. Homeowner's Insurant normally covers walls, floors, renovations and personal liability.

VI.6 No ventilator or air conditioning device shall be installed by any Lessee without the written consent of the lessor as to the type, location and manner of installation of such device. Each unit must have its own designated electric line property installed in accordance with New York City law. If any lessee shall install such device without prior written consent or in variation with such consent or shall fail to keep such a device in good order and repair, the Lessor in its discretion may remove such device and charge the cost of removal to such Lessee and such device that may not be replaced until put in proper condition by such Lessee and then only with the further written consent of the Lessor.

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VI.7 Toilets and other water fixtures shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other articles be thrown into fixtures. Any damage resulting from misuse of toilets or other plumbing shall be borne by the Lessee by whom or in whose apartment it shall have been caused.

VI.8 No lessee shall employ workmen to do any work in their apartment on Saturdays, Sundays or Holidays, or during the ours prior to 9:00 a.m. or after 4:30 p.m. on other days.

VI.9 All renovations and alterations require prior written approval of the Lessor and Managing Agent. Lessees must comply with all terms set forth in the Alteration Agreement. The Alteration and/or Decorating Agreement must be completed and submitted to the Lessor and Managing Agent for Review processing and approval as might be necessary prior to the start of such alteration and/or renovation. Depending on the renovation/alteration complexity, it may be necessary to have an Architect's approval and a deposit to cover possible costs incurred to the premises of the Lessor and is required at the time of approval at the applicable deposit rate set forth in the Alteration and/or Decorating Agreement.

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- i. Contractors must be licensed and insured per regulations established by the Lessor; must remove all debris associated with any alterations and must keep the public areas clean.

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- ii. Lessees are responsible for obtaining any required New York City or State permits. No alteration may commence until all required permits are present to the Lessor and/or Managing Agent.
 - iii. All alterations may take place only between the hours of 9:00 a.m. and 4:30 p.m. Monday through Friday.
- VI.10 When moving in or out of an apartment [personally or in the instance of a subtenant residing in their apartment] the Lessee shall leave a deposit established by the Lessor, with the Managing Agent to cover any damages caused by the move. The Lessee shall also notify the Managing Agent seven (7) days in advance of the moving date so that adequate precautions can be taken to protect the elevators and public areas. Moving in or out of Lessor's premises shall be limited to weekdays, Monday to Friday, from 9:00 a.m. to 4:30 p.m. and moves are not permitted during Holidays; all moves must be done through a designated service entrance.
- VI.11 Lessor has the right to inspect Lessee's apartment at any time with due justification to ascertain whether any violations of these House Rules or the Proprietary Lease exist and should there be any, lessor has the right to levy administrative fees for any violations that are found and/or a Notice to Cure will be delivered/presented to Lessee.
- VI.12 No bicycle, e-bike, scooter, or any other mobility device powered by a lithium ion battery shall be permitted in any common area, apartment, storage area, basement, terrace, balcony, or any other space within the building or any adjoining area. This rule shall not apply to any mobility device used in compliance with the Americans with Disabilities Act ("ADA") or UL Certified (Underwriters Laboratories certified) product. The lab's certification, logo, mark, or name must be displayed on the item.

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SECTION VII. SUBLETTING

- VII.1 Subletting must have the prior approval of the Board of Directors and is reviewed on a case-by-case basis for a term of one year. Prior to the expiration of the one-year term, any further sublet must be submitted to the Managing Agent for Board approval sixty (60) days in advance. The maximum duration for subletting an apartment is a total of three (3) years (consecutive or not) over the term of the Lessee's ownership. Upon expiration of the three (3) years period, Lessee has the option of returning to occupancy or selling their apartment.
- VII.2 Lessee must request permission in writing at least sixty (60) days in advance to sublet. Once permission has been granted, the Lessee must obtain an application from the Managing Agent and have it completed by the subtenant. A Sublease Agreement, in form similar to Blumberg Form P-193,

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must be submitted with the application and the Board designated application fee. The sublease must contain the clause that "NO PETS

ARE ALLOWED". After reviewing the necessary documentation, a person interview with the proposed sub-tenant will be schedule and the application will then be brought before the Board.

- VII.3 Subletting is subject to a Surcharge Fee to be paid by the Lessee equal to a percentage of the Annual Maintenance. Percentage is calculated as follows:

Year one (1)	15% (fifteen percent)
Year two (2)	20% (twenty percent)
Year three (3)	25% (twenty-five percent)

The Surcharge Fee is due in full and must accompany the Sublease Agreement.

The sublet surcharge fee will be collected on an annual basis, even if the sublet is terminated prior to the expiration of the one-year term.

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- VII.4 Lessee is responsible for any damaged caused by their sub-tenant/s to the common areas of Lessor. All sub-tenants must comply with the house Rules and their failure to do so may result in eviction at the Lessee's expense. In addition to payment of move-in and move-out deposits, Lessee is responsible for any administrative fees incurred by their sub-tenant.

- VI.5 Any and all visitors may reside in the apartment with the Lessee in residence for a period not to exceed three weeks (21 days) in any calendar year. Lessees shall notify the Managing Agent when someone will be occupying their apartment in Lessee's absence. Any stay longer than three weeks (21 days) is considered an illegal sublet.

SECTION VIII. SALES

- VIII.1 Lessee shall notify the Managing Agent prior to putting their apartment on the market for sale for the purpose of determining by visual inspection any violations or hazardous conditions that may exist. All such conditions shall be the responsibility of the Lessee to correct prior to sale.
- VIII.2 Open House restrictions are applied to all sales as described in house Rule V.5.

SECTION IX. OTHER RULES

- IX.1 Late Fee Policy
Maintenance is due on the first day of each calendar month and no later than the 15th of any calendar month. If any Lessee shall be more than

fifteen days late in paying maintenance charges, an additional late fee and interest will be charged as determined by the Lessor which shall be added to the amounts in arrears due and shall be due with the next monthly payment.

IX.2 Refinancing Policy

Refinancing of any mortgage or other indebtedness to the Lessor may not be undertaken without the prior written approval of the Lessor. Refinancing of any mortgage or other indebtedness shall be subject to the following limitations:

- A. Lessee may only finance up to the:
 - a. Value of the original mortgage associated with the Lessee's apartment, or,
 - b. No more than 80% (eighty percent) of the then-current appraised value of Lessee's apartment. Lessee Shall be responsible for obtaining all necessary appraisals and submission of all fees deemed necessary by Lessor.

ATTACHMENT A**VIOLATION and IMPROPER USE FEE SCHEDULE**

The following is the schedule of Improper Use Fees for violation of the House Rules of Thornton Place Owners, Inc. As highlighted in house Rule 1.3, these administrative fees may be changed or new fees established at the discretion of the Lessor. Questions on any Improper Use Fee should be directed to the Managing Agent.

CLASSIFICATION CODES			
"A"	"B"	"C"	"D"
HOUSE RULES NUMBER			
II.1	V.1	II.3	VI.3
II.2	V.3	II.4	VI.6
II.6	V.8	II.8	VI.8
II.7	VI.1	II.11	
II.9	VI.2	III.4	
III.1	VI.4		
IV.1	VI.5		
IV.2			
		II.5	VII.1
		V.5	VII.2
		VI.9	
		VI.10	

Fee Amounts

(unless otherwise noted
in the House Rules)

"A" – Letter of Warning for first offense

"B" -- \$150 per incident

"C" -- \$225 per incident

"D" -- \$300 per incident

PROCEDURE FOR APPLYING VIOLATION and IMPROPER USE FEES

1. Violations are to brought to the attention of the Managing Agent either directly, through residents and/or through building staff.
2. The Managing Agent investigates the circumstance surrounding the violation, and the responsible resident is advised of said violation.
3. If the Managing Agent determines that a violation covered by the Improper Use Fees Schedule occurred, the Managing Agent will impose a fine based on the above schedule.

Attachment "A"/continued

4. The administrative fee is added to the lessee's monthly maintenance charge and is due with the current/next monthly payment.

NOTES AND EXCEPTIONS

- A. Unresolved violation/s and non-payment of Improper Use Fees will result in additional administrative fees being added until such time as violation is remedied.
- B. Late payments are automatically added to the next monthly maintenance cycle and do not go through the violation procedure.

**NOTICE TO TENANT
DISCLOSURE OF BEDBUG INFESTATION HISTORY**

Pursuant to the NYC Housing Maintenance Code, an owner/managing agent of residential rental property shall furnish to each tenant signing a vacancy lease a notice that sets forth the property's bedbug infestation history.

Name of tenant(s): _____

Subject Premises: _____

Apt. #: _____

Date of vacancy lease: _____

BEDBUG INFESTATION HISTORY
(Only boxes checked apply)

- ☐ There is no history of any bedbug infestation within the past year in the building or in any apartment.
- ☐ During the past year the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the _____ floor(s).
- ☐ During the past year the building had a bedbug infestation history on the _____ floor(s) and it has not been the subject of eradication measures.
- ☐ During the past year the apartment had a bedbug infestation history and eradication measures were employed.
- ☐ During the past year the apartment had a bedbug infestation history and eradication measures were not employed.
- ☐ Other: _____

Signature of Tenant(s): _____ Dated: _____

Signature of Owner/Agent: _____ Dated: _____

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

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

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

NOTICE (THIS SHOULD BE FILLED OUT BY YOUR LANDLORD)

UNIT INFORMATION

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

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

☐ YES

☒ NO

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(PLEASE MARK AND FILL OUT THE APPLICABLE RESPONSE)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

I acknowledge receipt of the Good Cause Eviction Law Notice

Tenant

Date

Tenant

Date

COOPERATIVE ABATEMENT RESIDENT VERIFICATION SURVEY

1. Name of all Unit owners listed on the deed (separate with commas if multiple)
-

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

Full address with unit number(s). _____

4. Is your unit sponsor owned? Yes/No

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

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

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

7. Have there been any circumstances or changes in residency since January 1, 2020 that may require updated information to be submitted to the city? Yes /No

Please state the reason for this change: _____

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

Signature: _____ **Date:** _____

Email _____ **Cell #** _____

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



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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.

Simple Steps To Protect Your Family From Lead Hazards

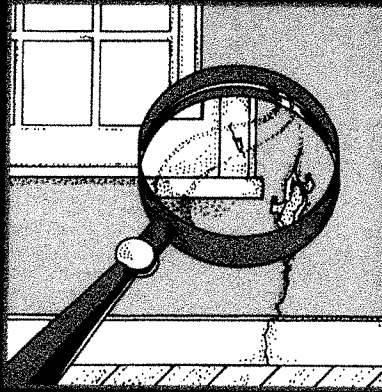
**If you think your home has high
levels of lead:**

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



Recycled/Recyclable

Printed with vegetable oil based inks on recycled paper
(minimum 50% postconsumer) process chlorine free.



Protect Your Family From Lead In Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

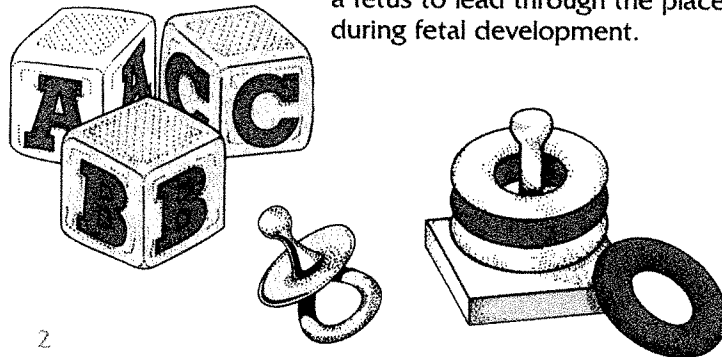
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

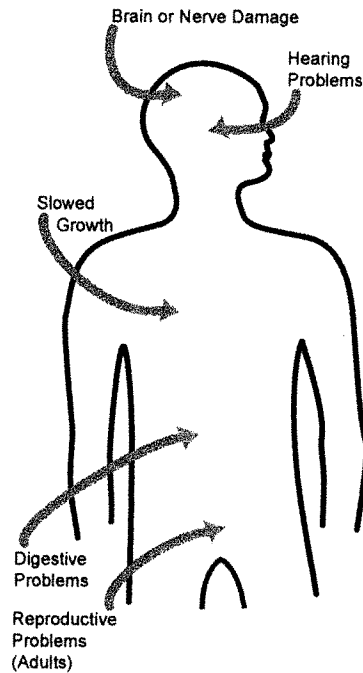
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



Lead affects the body in many ways.

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

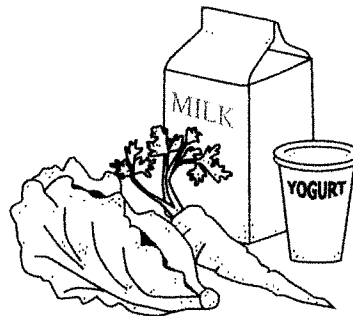
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ **If you rent, notify your landlord of peeling or chipping paint.**
- ◆ **Clean up paint chips immediately.**
- ◆ **Clean floors, window frames, window sills, and other surfaces weekly.** Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**
- ◆ **Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.**
- ◆ **Wash children's hands often, especially before they eat and before nap time and bed time.**
- ◆ **Keep play areas clean.** Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ **Keep children from chewing window sills or other painted surfaces.**
- ◆ **Clean or remove shoes before entering your home to avoid tracking in lead from soil.**
- ◆ **Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products.** Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

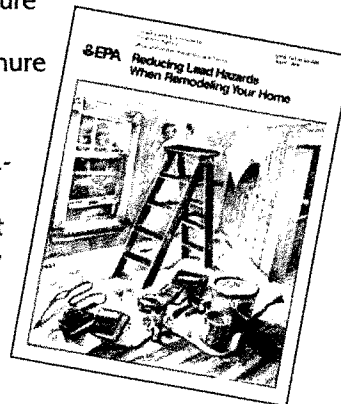
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

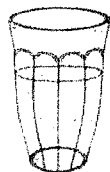
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.

◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.



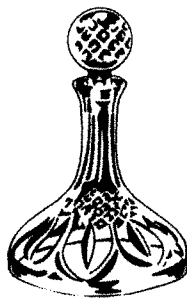
◆ **Old painted toys and furniture.**

◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**

◆ **Lead smelters** or other industries that release lead into the air.

◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.

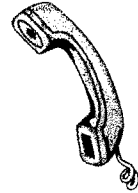
◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.



For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.

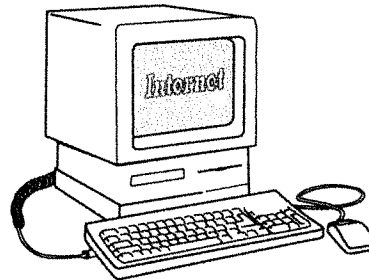


EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.



Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

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.