

www.GarthchesterRealty.com

440 Mamaroneck Ave., Suite S 512 Harrison, New York 10528 (914) 725-3600 F: (914) 725-6453 98-20 Metropolitan Ave., Suite I Forest Hills, New York 11375 (718) 544-0800

# **2 OLD MAMARONECK AVENUE OWNERS INC.** (rev. 8/2021) **APPLICATION FOR PURCHASE**

Return to: Garthchester Realty 440 Mamaroneck Ave., S-512 Harrison, NY 10528

# INSTRUCTIONS

- 1. Please complete all sections of the application. If a section is not applicable to you, so state.
- 2. Purchaser must provide **one (1)** copy of the following documents prior to the Board considering the application. Please do not bind, staple or print double-sided.
  - a. fully completed application with all attached forms signed.
  - b. a signed copy of your last two (2) years Federal tax returns with all schedules attached. Also a copy of all W-2's submitted with the tax return, as well as last two pay stubs.
  - c. copies of latest bank statements.
  - d. two (2) personal letters of reference and two (2) professional letters of reference for each applicant.
  - e. letter of reference from your present employer stating annual salary and length of employment.
  - f. letter of reference from current landlord or managing agent.
  - g. fully executed contract of sale, together with any riders thereto.
  - h. a copy of your bank mortgage commitment if financing is being obtained.

The information and forms provided on this website are subject to change and may, therefore, not be the most current versions. Accordingly, users of this site are advised to check the date of the forms to make sure it is the most current. Garthchester Realty hereby disclaims responsibility for the reliance by any users of this site on the information contained herein without independent verification of its accuracy.

- The application, documents and a non-refundable application fee, payable to Garthchester Realty, in the sum of Four Hundred and Fifty (\$450.00) Dollars **plus** One Hundred Fifty (\$150.00) Dollars **per person** (for a credit check) must accompany your application. These fees are non-refundable.
- 4. The Board reserves the right to request additional information prior to considering your application.
- 5. By submitting this application for the Board's consideration, you are representing that all statements contained therein are true to the best of your knowledge and are authorizing the Board to verify all statements, including the Board obtaining a current credit report.
- 6. Where there is more than one purchaser, the information requested is to be answered by all purchasers.
- 7. The purchaser(s) and all persons to reside at the residence will be required to attend a personal interview with the members of the Admissions Committee of the Board of Directors prior to the committee's moving on the application.

# **\*NO APPLICATIONS ACCEPTED ON FRIDAYS AFTER 12PM.**

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# 2 OLD MAMARONECK ROAD OWNERS INC. APPLICATION TO PURCHASE SHARES OF THE CORPORATION NOTICE

Article II of Chapter 700 of the Laws of Westchester County, known as the Westchester County Fair Housing Law, prohibits discrimination in housing accommodations on the basis of a person or persons' actual or perceived race, color, religion, age, national origin, alienage or citizenship status, ethnicity, familial status, creed, gender, sexual orientation, marital status, disability, source of income, or status as a victim of domestic violence, sexual abuse, or stalking.

Section 700.21-a of the Westchester County Fair Housing Law governs applications to purchase shares of stock in cooperative housing corporations, and applies to this application. Under this section, the cooperative housing corporation is required to comply with the following deadlines:

- 1. Within fifteen days of the receipt of this application, the cooperative housing corporation must either acknowledge that it has received a complete application, or shall notify you of any defect in the application.
- 2. If you are notified of any defect in the application, within fifteen days of the receipt of the corrected application the cooperative housing corporation must either acknowledge that is has received a complete application, or shall notify you any defect in the application.
- 3. Within sixty days of receipt of a complete application, the cooperative housing corporation must approve or deny your application, and provide written notice thereof.
- 4. If your application is denied, the cooperative housing corporation is required to provide notice to the Westchester County Human Rights Commission, including your contact information.

# Cameo Manor (2 Old Mamaroneck Rd Owners Inc.)



2 Old Mamaroneck Rd, White Plains NY 10605

The following criteria are only some of the factors the Board takes into consideration when reviewing applications. This is not a complete list. In reaching a decision, the weight given by the Board to each of the criteria may vary.

- Required Clear background check for all applicants and occupants (occupants over 18 must submit a background check)
- Required credit score 675+ with no judgements, bankruptcies, multiple late payments, etc.
- Preferred liquid asset total 6 months of living expenses in reserves
- Preferred MAXIMUM debt to income ratio 35% inclusive of Mortgage & Maintenance
- Preferred minimum percentage of purchase price being financed 20% Down Payment
- Unit must be owner-occupied

| Current Owner's Name   |
|--|
| Telephone:   |
| Apt. #   |
| 2 OLD MAMARONECK ROAD OWNERS INC.<br>COOPERATIVE HOUSING APPLICATION |
| NAMESOC. SEC. NO   |
| NAMESOC. SEC. NO   |
| ADDRESSZIP   |
| Phone: HomeBusiness  |
| Check One: Rent Home Owner Other Explain<br>If Rent: Landlord Name   |
| No. of Rooms No. of Bedrooms   |
| Monthly rent or maintenance charge <u>\$</u>                         |
| Years at present address:If less than 2 years at present             |
| give former address  |
| I UNDERSTAND THAT PETS ARE NOT PERMITTED                             |
| Initial  |
| Do you desire a parking spaceNo. of Spaces                           |
| Title to be held in what name(s):                                    |
| Source of down payment and settlement charges:                       |
| PERSONS TO RESIDE IN APARTMENT: No. of persons                       |
| Name Relationship  |
| 1  |
| 2  |
| 3  |
| 4  |

| Current Employer             | Position/<br>Title  |    |
|------------------------------|---|----|
|                              | TITIE   |    |
| Address                      | Dates Employed/   |    |
|                              | Current Salary  |    |
| Phone #                      |   |    |
|                              |   |    |
| Previous Employer            | Position/<br>Title  |    |
| Address                      | Dates Employed/   |    |
|                              | Salary  | °0 |
| Phone #                      | Supervisor's Name   |    |
| (Co-Pu                       | rchaser/Co-Subletee)  |    |
| Current Employer             | Position/<br>Title  |    |
|                              | Title   |    |
| Address                      | Dates Employed//  |    |
|                              |   | '0 |
|                              | Current Salary  | '0 |
| Phone #                      | Current Salary Supervisor's Name                            |    |
| Phone #                      | Supervisor's Name   |    |
| Phone #<br>Previous Employer | Supervisor's Name<br>Position/<br>Title                     |    |
| Phone #<br>Previous Employer | Supervisor's Name<br>Position/<br>Title<br>Dates Employed / | °0 |

EMPLOYMENT DATA (Purchaser/Subletee)

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# FINANCIAL DATA

| Source of down payment and settlemend   | charges     |                           |
|---|-------------|---------------------------|
| THESE QUESTIONS APPLY TO ALL PURCHASER  | S/SUBLETEES |                           |
| If a "yes" answer is given to a questi column, explain on an attached sheet.    | Purchaser   | Co-Purchaser<br>Yes or No |
| Have you any outstanding judgments?   |             |                           |
| In the last 7 years, have you been declared bankrupt?                           |             |                           |
| Have you had property foreclosed upon<br>or given title or deed in lieu thereof | 2           |                           |
| Are you a co-maker or endorser on a<br>note?                                    |             |                           |
| Are you a party in a law suit?  | -           |                           |
| Are you obligated to pay alimony,<br>child support, or separate maintenance?    | )<br>       |                           |
| Is any part of the down payment borrowed?                                       |             |                           |

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#### DESCRIBE OTHER INCOME

NOTICE: Alimony, child support or separate maintenance income need not be revealed if the Purchaser or Co-Purchaser does not choose to have it considered as a basis for paying maintenance charges:

| Monthly | Amount |
|---------|--------|
| _\$     |        |
| \$      |        |
| \$\$    |        |

#### DETAILS OF PURCHASE

| a. | Purchase price*               | \$ |
|----|-------------------------------|----|
| b. | Total closing costs (est.)    | \$ |
| c. | Total (a + b)                 | \$ |
| d. | Amount of financing           | \$ |
| e. | Other financing               | \$ |
| f. | Amount of cash deposit        | \$ |
| g. | Cash reqd. for closing (est.) | \$ |

If applicable, explain other financing

\*Copy of Contract of Sale to be submitted with this application Estimated closing date:\_\_\_\_\_

# GROSS MONTHLY INCOME

| Item               | Purchaser | <u>Co-Purchaser</u> | <u>Total</u> |
|--------------------|-----------|---------------------|--------------|
| Base Empl. Income  | \$        | \$                  | \$           |
| Overtime           |           |                     |              |
| Bonuses            |           |                     |              |
| Commissions        |           |                     |              |
| Dividends/Interest | 91.010    |                     |              |
| Net Rental Income  |           |                     |              |
| Other Income       |           |                     |              |
| Total              | \$        | \$                  | \$           |

# MONTHLY HOUSING EXPENSE

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|                             | Present | Proposed |
|-----------------------------|---------|----------|
| Rent/Maintenance            | \$      | \$       |
| Bank Mortgage               |         |          |
| Other Financing             |         |          |
| Homeowners Insurance        |         |          |
| Real Estate Taxes           |         | XXXX     |
| Mortgage Insurance          |         | NV/      |
| Co-op Assessments           |         |          |
| Other Misc. Housing Expense | )<br>   |          |
| Total Monthly Payment       |         |          |
| 'Utilities                  |         |          |
| Total                       | \$      | \$       |

# Balance Sheet at the Last Day of Month Immediately Preceding Date of Application

#### ASSETS

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| Contract deposit for this apartment<br>Checking Accounts (Note 1) (Not including<br>contract deposit)<br>Savings Account (Note 1) (Not including<br>contract deposit)<br>Marketable Securities (Note 2)<br>Life Insurance Net Cash Value<br>Non-Marketable Securities (Note 2)<br>Real Estate Owned (Note 3)<br>Automobiles/Pleasure Craft Owned (Note 4)<br>Vested Interest in Retirement Fund (Note 5)<br>Net Worth of Business Owned (Note 5)<br>Furniture and Personal Property<br>Notes Receivable<br>Other Assets (Note 5) | \$ |
|--|----|
| TOTAL ASSETS<br>LIABILITY  |    |
| Installment Debt Payable (Note 6)<br>Other Unsecured Loans (Note 6)<br>Mortgage Loans (Note 6)<br>Automobiles/Pleasure Craft Loans (Note 6)<br>Other Secured Loans (Note 6)<br>Other Liabilities (Note 7)<br>TOTAL LIABILITY   | \$ |
| Net Worth  |    |
| TOTAL LIABILITIES & NET WORTH (A-B)  | \$ |

(The Notes on the attached page are part of this Balance Sheet and must be completed.)

# NOTES TO BALANCE SHEET

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| Note 1                     | Name & Address of<br>Account # Banking Institution Balance<br>\$  |
|----------------------------|---|
| Checking 1)<br>Checking 2) | Ť   |
| Savings 1)<br>Savings 2)   | No. Market Monthly  |
| Note 2                     | No. Type Market Monthly<br>Shares Security Issuer Value Dividend/Interest   |
|                            | ·<br>Present Amount of  |
| Note 3                     | Address of Type of Cost of Market Mortgage  |
|                            | Property Property Value a Boans   |
|                            | Monthly Taxes,<br>Monthly Insurance,<br>Monthly Gross Mortgage Maintenance & Monthly Net<br>Rental Income Payments Misc. Payments Rental Income |
|                            | Rental Income Payments Misc. Payments Rental Income \$  |
| Note 4                     | Make,Year & 1)<br>Plate # of Vehicle 2)   |
| Note 5                     | Briefly Describe other Assets   |
| Note 6                     | Please provide the following for all Debt (Credit cards, student loans, bank loans, etc.  |
|                            | Creditor's Name Account Monthly Months Unpaid<br>& Address Number Payments Left Balance   |
|                            |   |
| NOTE: Briefly d            | escribe any other liabilities:  |

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I certify statements made in this application have been examined by me and to the best of my knowledge and belief are true, correct and complete. I have no objection to inquiries to any person or institution being made for the purpose of verifying the facts herein stated. I understand that the filing of this application does not in any way bind the Cooperative Corporation to consent to the assignment (or sublet) of this apartment to me.

Purchaser's/Subletee's Signature

Date

Co-Purchaser's/Co-Subletees Signature

Date

# **COMPLETE ONE PER APPLICANT**

# AUTHORIZATION FOR THE RELEASE OF CONSUMER CREDIT REPORT INFORMATION TO THE FOLLOWING COMPANY OR CORPORATION

<u>hereby authorize Garthchester Realty and</u> the agencies used by this company or corporation, the release of, and/or permission to obtain and review, full consumer credit report information from the credit reporting agencies and/or their *vendors*. Without exception this authorization shall supersede and retract any prior request or previous agreement to the contrary. Copies of this authorization, which show my signature, have been executed by me to be as *valid* as the original release signed by me.

Compliance by the Subscriber with all provisions of the Federal Fair Credit Reporting Act (Public Law 91-508, 15 U.S.C. Section 1681ET SEQ., 604-615) and the Consumer Credit Reporting Act (California Civil Code Sec. 1785.1-1785.34) or other jurisdictional requirements. Information will be requested only for the Subscriber's exclusive use, and the Subscriber will certify for each request the purpose for which the information is sought and that the information will be used for no other purposes.

**X**\_\_\_\_\_BY WRITTEN AUTHORIZATION OF THE CONSUMER TO WHOM IT RELATES

| Signature:              | Da        | te: |
|-------------------------|-----------|-----|
| Printed Name:           |           |     |
| Social Security Number: | _Phone #: |     |
| Current Address:        |           |     |
|                         |           |     |

2 Old Mamaroneck Road Owners Inc. The Board of Directors c/o Garthchester Realty 440 Mamaroneck Avenue Harrison, NY 10528

#### Re: Moving Procedures

Dear Sirs:

I understand that I must notify Garthchester Realty <u>in</u> <u>writing</u>, not less than one week prior to the actual move. Notices should be addressed to Garthchester Realty,440 Mamaroneck Avenue, Harrison, New York 10528.

No moves are permitted on Sundays or holidays. Move-ins/move-outs can be scheduled Monday to Saturday, 9:00 a.m. to 5:00 p.m.

Everyone moving out will be required to post a \$250.00 security deposit which will be collected at the time of closing. The move-out deposit on sublets must be sent to our office one week prior to the move.

Further, the parties moving in or out must notify the superintendent two business days prior to the actual move. His telephone number is (914) 946-9367. It is the responsibility of the person moving out to see to it that the superintendent installs the elevator pads prior to commencement of the move. Any violations of the above policies will result in the forfeiture of the \$250.00 security deposit. Should there be any damage to the building (i.e., wallpaper, paint, carpeting, etc.), the amount of this damage will be deducted from the security deposit.

Dated:\_\_\_\_\_

The Board of Directors 2 Old Mamaroneck Road Owners Inc. c/oGarthchesterRealty 440 MamaroneckAvenue Harrison, N.Y.10528

Dear Sirs:

I have read the Proprietary Lease of 2 Old Mamaroneck Road Owners Inc.

will abide by all the rules and regulations as set forth. Specifically, any apartment construction/renovation plans will be submitted to the cooperative's managing agent for approval prior to the commencement of any work.

I further understand that it is the responsibility of the shareholder to maintain the tile and grouting in the bathroom(s) in such a manner that no water leaks into the apartment below or the common areas of the building.

DATED:

# **2 OLD MAMARONECK ROAD OWNERS INC.**

2 Old Mamaroneck Road White Plains, NY 10605

# CAR REGISTRATION FORM

| NAME   | UNIT #                           |
|--|----------------------------------|
| PHONE NUMBER   |                                  |
| MAKE   | MODEL                            |
| YEAR   | COLOR                            |
| LICENSE PLATE  |                                  |
| I have read the Parking Rules and ι them.  | inderstand and agree to abide by |
|  | Dated:                           |
| Signature of Registrant  |                                  |
|  |                                  |
| Return to: Garthchester Realty<br>440 Mamaroneck Avenue<br>Harrison, NY 10528 Fax:<br>914-725-6453 |                                  |

# RIGHTS AND RESPONSIBILITIES FOR PARKING IN THE GARAGE AT 2 OLD MAMARONECK ROAD

\*The garage is a common area, and therefore there are no shares of stock that accommodate parking spaces. As outlined in the Cooperative By-Laws, assignment of parking spaces, enforcement of rules, and modification of the parking policy is at the discretion of the Board of Directors.\*

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1. All vehicles parking in the garage and their respective license plate numbers must be registered with the Management Agent as the representative for the Co-op Board of Directors. Each vehicle parking in the garage will be assigned a parking permit with a unique number. This permit must be displayed in the front window of the vehicle whenever parking in the garage.

2. Each shareholder/tenant will receive a visitor's pass which must be displayed in the front window of the visitor's vehicle if their visitor will be using a designated parking space. The visitor may only use that shareholder's parking space(s), unless other arrangements have been made in advance with the Co-op Board or Management Agent. Any vehicle parking in the garage that is not registered with the Management Agent, does not show a parking permit in the front window, or does not have a visitor's pass in the front window may be towed at the expense of the shareholder/tenant.

3. No trading of parking spaces may be made without the written notification and prior written approval of the Management Agent as the representative for the Co-op Board of Directors. Notification of any change in vehicle, license plate, or registration numbers must be made within 30 days of change. Failure to do so may result in the termination of parking privileges by the Cooperative.

4. A shareholder may choose to use their parking space for their own vehicle and pay the Co-op the monthly fees associated with the parking space. Alternatively, a shareholder may designate someone (a live-in family member or a caregiver) to park in their space for the same fee and that person shall be granted a visitor's pass. The shareholder will not receive an additional visitor's pass.

5. All persons parking in the garage must comply with the rules of the co-op with regards to maintenance of the parking space and general decorum in the garage and other common areas. The shareholder currently assigned the parking space will be held responsible for any damages or liabilities caused by their visitors in and around the garage.

6. If a shareholder does not have their own registered car and does not otherwise have a need for a parking space for their own use, the parking space previously assigned will go back into the general pool and be made available to shareholders and/or tenants who wish to have an assigned parking space. All parking spaces shall be assigned by the Management Agent as the representative for the Co-op Board of Directors. As shareholders do not have any "vested" rights to their parking spaces, they are not permitted to rent out their parking spaces and are prohibited from profiting in any way related to the use of their parking space. Failure to abide by these rules will result in the termination of parking privileges by the Cooperative.

7. Any existing parking space rental agreements between shareholders at the time these rules become effective shall be considered valid until expiration of the current previously agreed upon period. No additional rentals may commence as of the date these rules become effective. Once these existing agreements have expired, they may not be renewed, and shareholders wishing to arrange for a third party to use such additional parking spaces must do so in accordance with these Rules.

8. If anyone (whether shareholder or tenant) needs an additional parking space, they should contact the Management Agent who will arrange for an additional parking space to be assigned, if one is available. A waiting list will be maintained by the Managing Agent.

The priority for the waiting list is as follows:

First Priority: Resident Shareholders - first parking space Second Priority: Non-Resident Shareholders - first parking space Third Priority: Resident Non-Shareholders - first parking space Fourth Priority: Resident Shareholders - second parking space Fifth Priority: Resident Shareholders - third parking space

If two parking space applicants have the same priority status, the waiting list will be addressed on a firstcome, first-served basis.

9. Any apartment sold will have at least one parking space immediately made available for it. If an apartment which previously did not have a parking space assigned is sold and the new owner wishes to have a parking space, the following shall take place. First the board (or Management Agent) will determine if any spaces are currently available. If there are, one will be assigned to the new owner. If there are not currently any available parking spaces, spaces will be revoked beginning in reverse order of waiting list priority (i.e. third parking space, then second parking space, etc). If the waiting list priority is not sufficient to determine which spaces are revoked, then the last person to have been assigned an additional parking space will forfeit that space. Any shareholder forced to forfeit a space will immediately go to the top of the waiting list for an additional space.

10. The Co-op Board of Directors (and the Management Agent acting as the representative for the Coop Board of Directors) reserves the right to reassign parking spaces as necessary and within reason, such as making accommodations for disabilities, pregnancies, family issues, dispute resolution, etc. All assignments may be modified on 30 days written notice to the shareholder/tenants.

11. All vehicles parked in the garage must be properly and appropriately insured, and be able to cover potential damages done to the garage or to persons or other vehicles parked in the garage. If a visitor will be parking in the garage for a total of more than 30 days in a calendar year, that visitor's vehicle must be registered with the Management Agent and proof of insurance provided. All vehicles parked in the garage are also parked at the vehicle owner's own risk. The Cooperative is not liable for any injury or damage to any property or person, or for loss or theft of vehicle from every cause whatsoever, including fire, the elements, violation of law or negligence on the part of the Shareholder/Landlord and Cooperative, its servants, agents, employees, or other Tenants.

12. Those parking in the garage must keep the area of his/her parking space clean and free from rubbish, leaves, oil, etc. Items other than the registered vehicle and either a bicycle or reasonable grocery cart may not be stored in the parking space. Gasoline, oil, or any other combustible materials may not be stored in the garage at all. The co-op reserves the right to remove any offending materials from the garage at the expense of the shareholder or tenant, and/or impose fines for repeated violation of this policy. Additionally, any fines incurred by the co-op for violation of fire code or city ordinances will be immediately passed on to the responsible shareholder.

13. Prolonged or unreasonable idling in the garage is prohibited. Warnings will be issued to repeat offenders and then the shareholder/tenant will be fined or have parking privileges revoked.

14. Vehicles may not block any of the driveways or passages in the garage. Vehicles must be parked within the lines of the assigned parking spaces and not impede entry/exit from neighboring vehicles. Vehicles must be in working condition such that they are able to be moved in case of emergency or routine garage maintenance.

15. No repair work may be performed on vehicles in the garage, with the exception of replacing a battery or changing a flat tire if that flat tire would prevent the car from being moved in case of emergency.

16. The Cooperative may repair at the expense of vehicle owner or responsible Shareholder all damages or injury to the garage or to the building of which the garage forms a part or to its fixtures, appurtenances or equipment, done by the vehicle owner, his servants, agents or employees, visitors or licensees.

17. Failure to comply with the agreements outlined in this official parking policy of 2 Old Mamaroneck Road may result in fines, towing of vehicles at the owner's expense, and/or the termination or suspension of parking privileges by the Cooperative.

#### Cameo Manor 2 Old Mamaroneck Road Owners Corporation 20Id Mamaroneck Road White Plains, NY 10605

#### House Rules Revised March 12, 2013

Replaces House Rules Revised November 8, 2011 and May 15, 2012 and prior House Rules Revised on June 27, 2000

These rules apply to all owners, renters and guests thereof of Cameo Manor.

- 1. The public hall and stairways of the Building shall not be obstructed or used for any purposes other than the ingress to and egress from the apartments in the Building.
- 2. Children shall not play in the public halls, courts and stairways.
- 3. No public hall shall be decorated or furnished by any Lessee in any manner.
- 4. No Lessee shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Lessees. No Lessees shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or a radio or television loudspeaker in such Lessee's apartment between the hours of 11:00 PM and the following 8:00 AM if the same shall disturb or annoy other occupants of the Building. No construction or repair work or other installation involving noise shall be conducted in an any apartment except on weekdays (not including legal holidays) and only between the hours of 8:00 AM and 5:00 PM and on Saturdays between the hours of 10:00 AM and 5:00 PM.
- 5. At least 80% of the floor space of a unit must be covered with rugs or carpeting with padding of minimum thickness of one half inch total or equally effective noise reducing material. This does not include the kitchens, bathrooms, and closets.
- 6. Contract work performed in apartments must be done by licensed and insured contractors. For each project, capital improvement forms must be filled out prior to this work and the vendor must be approved by the Board of Directors or the Managing Agent. You can request these forms from the Building Superintendent.
- 7. No article shall be placed in the halls or on the staircase landings nor shall anything be hung or shaken from the doors, windows or roofs or placed upon the window sills or ledges of the building.
- 8. No article shall be thrown or dropped from any window.
- No awnings, window air conditioning units or ventilators shall be used on or about the Building except as shall have been expressly approved by the Lessor or Managing Agent, nor shall anything be projected out of any window of the building without similar approval.
- 10. No commercial sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Building, except such as shall have been approved in writing by the Lessor or the Managing Agent.
- 11. Nothing shall be stored or allowed to stand in public halls, stairways, elevators, compactor rooms, laundry rooms, passageways or the courtyard of the building.
- 12. No Lessee shall smoke in public halls, stairways, elevators, compactor rooms, laundry rooms, passageways or the courtyard of the building.
- 13. Messengers and tradespeople shall use such means of ingress and egress as shall be designated by the Lessor.
- 14. Kitchen supplies, market goods and packages of every kind are to be delivered directly to Apartment Units by such means s as shall be designated by the Lessor.
- 15. Trunks and heavy baggage shall be taken in or out of the Building by such means of ingress and egress as shall be designated by the Lessor. Lessees receiving large deliveries (such as furniture or appliances) must make an appointment with building personnel so that proper preparations of the elevators, hallways and service door could be made.
- 16. Garbage shall be placed in the compactor room provided by the Apartment Corporation. Refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent or the Managing Agent of the Building may direct. All non-recyclable refuse must be packaged and tied before (continued on next page)

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being dropped down the compactor chute. Recyclable refuse must be placed neatly on the compactor room floor. Everyone is required to recycle according to the local rules and regulations of the City of White Plains. Fines imposed on the co-op for failure to recycle will be passed on to the lessee in violation of the local rules and regulation.

- 17. Toilets and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the toilets. The cost of repairing any damage resulting from misuse of any toilets or other apparatus shall be paid for by the Lessee in whose apartment it shall have been caused.
- 18. No Lessee shall send any employee of the Lessor out of the Building on any private business of a Lessee. No Lessee shall ask any employee of the Lessor to work for them on a project that is not the Lessor's responsibility during official business hours.
- 19. No dog, cat, bird, reptile or any other animal shall be kept or harbored in the Building unless the same in each instance be expressly permitted in writing by the Lessor, such permission shall be revocable by the Lessor. No pigeons or other birds or animals shall be fed from the window sills or in the yard, court spaces or other public portions of the Building, or on the sidewalks or streets adjacent to the Building.
- 20. No radio or television aerial shall be attached to or hung from the exterior of the Building without the prior written approval of he Lessor or the Managing Agent.
- 21. Lessees moving in or out of the Building must make appointments with the Building superintendent so that proper preparations of the elevators, hallways and service door can be made. Moves must be done Monday Saturday, between 9 a.m. And 5:00 p.m.
- 22. No vehicle belonging to a Lessee or to a member of the family or guest, subtenant, licensee or employee of a Lessee shall be parked in such a manner as to impede or prevent ready access to any entrance of the Building by another vehicle.
- 23. No Lessee or guest of Lessee shall park for more than 15 minutes in the driveway of the Building.
- 24. No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the consent of the Lessor or its Managing Agent.
- 25. The Lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee during 10 days after notice in writing from the Lessor or the Managing Agent to clean the windows, such cleaning may be done by the Lessor, which shall have the rights, by its officers or authorized agents, to enter the apartment for the purpose and to charge the cost of such cleaning to the Lessee.
- 26. Refuse (including extinguished cigarettes) shall not be placed in hallways, stairways, elevators, laundry rooms, passageways, and courtyard.
- 27. Complaints regarding the service of the building shall be made in writing to the Managing Agent of the Lessor.
- 28. Any consent or approval given under these House Rules shall be revocable at any time.
- 29. The Lessee shall keep the apartment reasonably clean and free of debris so as not to attract vermin nor cause a fire hazard. The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to remove a fire hazard, control or exterminate any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any vermin, insects, or other pests, or other pests. If the Lessor takes measures to clean, control or exterminate, the cost thereof shall be payable by the Lessee, as additional rent.
- 30. No Lessee shall be permitted on the roof, in the boiler room, gas meter room, or oil tank room for any reason whatsoever.
- 31. No clothes washers or dryers of any type may be installed by any Lessee or SubLessee within the units as of the date of the issuance of these rules. (March 12, 2013)
- 32. Other Building policies set forth by the Board of Directors, such as the Sublet Policy and Parking Policy must be adhered to by the Lessees.
- 33. These House Rules may be added to, amended or repealed at any time by the resolution of the Board of Directors of the Lessor.
- 34. Fines may be imposed by the Board of Directors of the Lessor for the violation of these House Rules.

# 2 Old Mamaroneck Road Owners Corp Cameo Manor

# **Patio Rules**

A new public area amenity has been added to our co-operative building to enhance our enjoyment of our property. This area is a patio with furniture and plantings located at the rear of the building and accessible via a doorway on the second floor. As shareholders we have made an investment in improving our building and increasing its value. The Board of Directors hopes you will make use of and enjoy this new addition to our building.

The following rules related to the patio areas shall be effective immediately for the benefit of our cooperative. These rules are not meant to inhibit the use of the area, but instead, make the patio area somewhere comfortable for all to enjoy.

- Patio hours are from 9:00 a.m. to 9:00 p.m. The patio will only be accessible from the second floor.
- Please refrain from making loud noise while on the patio. Sound reproduction via loudspeakers (such as radios, CD players, tape decks, etc.) is not permitted at this time.
- Food and beverages are permitted, but please be considerate to your fellow shareholders by cleaning up after yourself. If you carry it into the patio, please carry it out and back to the garbage chute or your unit. Also if someone has left something behind, please help us out by picking it up. After all, it's your patio too.
- Alcoholic beverages are permitted only by residents of legal drinking age. Please drink responsibly. No excessive drinking.
- As with all common areas of the building no smoking is permitted.
- Barbecuing or other forms of outdoor cooking are not permitted at this time.
- Parents are welcome to bring their children down to the patio, but this is not a playground area. Please restrict children from running around or playing on the outdoor furniture.
- Please feel free to bring guests to the patio, but you are responsible for their actions.
- Do not walk on the gravel areas. Walk only on the deck or paved areas.
- Please make sure the door is locked behind you when you leave the patio.
- Any violation of the above listed rules may result in temporary suspension or permanent revocation of patio privileges.

If you have any questions, comments or concerns please direct them to the Board of Directors.

Again, the Board of Directors hopes you will enjoy this new additions to our building. Most important, please be courteous and the thoughtful of your fellow neighbors.

Two Old Mamaroneck Road Owners Inc.

2 Old Mamaroneck Road. White Plains, My 10605

# SUBLET POLICY

Adopted September 4, 1997

# I. GOALS OF SUBLET POLICY

- A) ) To maintain Cameo Manor as a premier owner occupied building in accordance with guidelines set forth in end-user mortgage lending institutions.
- B) ) To give Shareholders greater flexibility in renting their apartments.

# II. TERMS

- A) Term Limits: As of September 4, 1997, the term for all new and renewed subleases will be for a one year period, renewable every year for a maximum of three years. Thereafter, such units may not be re-subleased except on a case by case basis, subject to proof of hardship as further defined herein and documented. After a total period of 5 years, all sublet requests will be denied.
- B) Grandfather Clause: Apartments currently being subleased are "grandfathered" so that no matter how much time a unit has been subleased in the past, the new sublet policy will begin with the renewal of your next lease.
- C) **Rights of the Board of Directors:** The Board of Directors reserves the right to refuse permission for any such sublease or renewal at its sole discretion, pursuant to the Bylaws of the Corporation.

# **III. APPLICATION: INTERVIEW**

- A) Sublet Application Package: Anyone wishing to sublet their apartment must notify the Managing Agent and request a Sublet Application Package. This package must be filled out completely and returned to the Management Agent 45 days prior to the expiration of the existing sublease (or commencement date of the proposed new sublease) and before an interview with the Subtenant is scheduled. Sublease applications and renewals will not be accepted from any Shareholder whose account has any unpaid balance for past due maintenance, assessments, subleasing fees, late charges, or other billable items.
- B) Sublet Interview: All new Subtenants must be interviewed by the Admissions Committee before moving in. The Admissions Committee will make a recommendation to admit or to deny admittance to the Board of Directors. The Board of Directors will notify the Management Agent, who will, in turn, notify the Shareholder of the decision. Subtenants who have lived in the building for at least a year do not have to be interviewed by the Admissions Committee.

SUBLET POLICY

Adopted September 4, 1997 (page 2)

# IV. FEES

- A) Application Fee: To cover administrative costs, an application fee of \$\$300 must be enclosed in the Sublet Application Package.
- B) Sublet Term Fee: All monthly fees are hereby eliminated when the current sublease expires. As mentioned above, the term for subleases will be for a one year period, renewable every year for a maximum of three years. The new sublet fees are as follows: The first one year period will be billed at a rate of \$1.00 per share, payable in full and due in the Sublet Application Package. The second one year period will be billed at a rate of \$1.25 per share, payable in full and due in the Sublet Application Package. The third one year period will be billed at a rate of \$1.50 per share, payable in full and due in the Sublet Application Package. If the Board of Directors grants a sublet extension due to hardship (as outlined above), the Shareholder will be billed at a rate of \$1.50 per share, payable in full and due in the Sublet Application Package.
- C) Mid-Term Sublet Fee: Should a Shareholder for some reason terminate or replace a Subtenant prior to the expiration of the then current Subtenant, the sublease fee is not refundable and any new sublease will require a new application and interview. No pro-rata refunds will be given. The new Subtenant may only sublease until the end of the initial lease end date. Then they must begin the renewal process and pay the fee appropriate to the year of subletting..
- D) Maintenance Fees: All monthly maintenance fees and other billable items must be paid to the cooperative by the Shareholder in a timely manner. The Shareholder will be required to sign a statement that the Subtenant's rent will be paid directly to the cooperative if the Shareholder defaults on a maintenance payment or any billable item.
- E) Move In Move Out Fee: A \$500 refundable security deposit must be given to the Management agent prior to the move in - move out to protect against incidental damage. A fine of \$250 will be imposed on the Shareholder who is responsible for the non-compliance with the move in - move out procedures.
- F) Illegal Sublease Fee: Any unauthorized sublease will result in a penalty charge to the Shareholder of \$1000. The Subtenant must vacate the premises within 10 days or the Shareholder will be subject to additional fines in the amount of \$100 per day for each day after the initial 10 days. Additionally, the Shareholder must absorb any legal costs incurred by the cooperative in order to remove the Subtenant.

# SUBLET POLICY

Adopted September 4, 1997 (page 3)

# V. ADDITIONAL SUBLEASING REGULATIONS

- A) **Minimum Occupancy:** Cooperative units must be occupied by the Shareholder for at least two years prior to subletting. This will prevent units from being bought as an investment.
- B) House Rules: The Shareholder must meet all the conditions of the Proprietary Lease and the Subtenant must be given a copy of the HOUSE RULES by the Shareholder who sublets. Shareholder is responsible for Subtenant's compliance with all HOUSE RULES.
- C) **Damages:** The Shareholder is responsible for property damage caused by a Subtenant.
- D) Unauthorized Subleases: Any change in the number of people residing in a subleased apartment unit must be communicated to the Management Agent in writing. Any unauthorized sublease will result in a penalty charge to the Shareholder as mentioned above. The Subtenant must vacate the premises within 10 days or be subject to fines as outlined above.
- E) Insurance Coverage: Either the Shareholder or the Subtenant must provide proof of homeowners insurance coverage and must continue coverage, without a lapse of coverage, for the term of the sublease.
- F) Addresses Changes: The Shareholder is responsible for keeping the Management Agent advised of any address changes and phone/fax numbers for notification purposes.
- G) Move In Move Out: One week prior notification, in writing, must be given to the Managing Agent and Super. Moving is allowed Monday - Saturday, 9am to 6pm. Refundable security deposit as mentioned above must be paid in advance of move.
- H) Keys: The Super shall have a set of keys for all locks on the apartment door before any sublease will be approved. Whenever locks are changed, a new set shall be given to the Super immediately.

# SUBLET POLICY

Adopted September 4, 1997 (page 4)

# ADDITIONAL SUBLEASING REGULATIONS (continued)

- I) Hardship: If a Shareholder applies for a renewal sublease after three years of subletting have been completed, the Shareholder must supply to the Board proof of hardship and evidence of attempts to sell in order to be considered for renewal. This can include a personal financial statement, a copy of a listing agreement with a real estate agent, a newspaper advertisement, and anything else the Board deems appropriate.
- J) **Termination of Sublet Privileges:** Failure to abide by this sublet policy will result in termination of sublet privileges.
- K) **Rights of the Board of Directors:** The Board of Directors reserves the right to waive, modify, or amend this sublet policy in the event of extraordinary circumstances which would warrant such action.

# Garthchester Realty

# How to Make Monthly Maintenance Payments:

(1) ACH, E-Check or Credit Card via our website:

Payments via the website - <u>www.garthchesterrealty.com</u> - will require you to register and setup an online user profile. You will need to input your <u>Resident Account Number</u>. The statement sample below indicates how to locate your <u>Resident Account Number</u>. (an administrative fee will be charged for credit card payments)

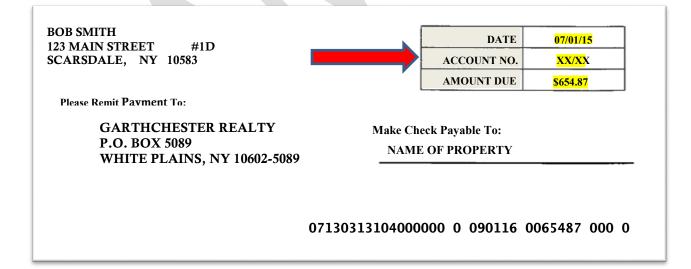
# (2) Bill Pay Account via Your Bank:

Please note the bill payment service provided by your bank produces a manual check that is sent directly to NCB's lockbox at the address below. *Please initiate the payment 3-5 days prior to the due date to ensure the payment will be processed in a timely manner. Please indicate your Resident Account Number* on the memo line (Ex. XX/XX).

(3) Mail a Check payable to:

Name of Property Garthchester Realty PO Box 5089 White Plains, NY 10602-5089

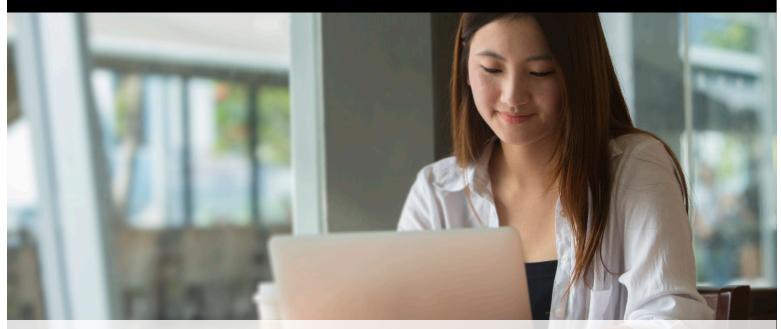
# SAMPLE STATEMENT & ACCOUNT etc.



Please note with cut backs at the United States Postal Service (USPS) any payments sent after business hours on Friday or anytime during the weekend or holidays will not be picked up until the following business day. In addition any documents in transit may not be delivered during that same period. Payments by paper check or bill pay service may experience delayed arrival. Normal business days for USPS delivery are Monday through Friday except for Holidays. Banking and financial services provided by National Cooperative Bank, N.A. Member FDIC.



# Receiving your monthly invoices **just got easier**



# **Register for eBills**

# Simplify your life... Go paperless

Receive your invoice online:

- View current invoices
- Review past invoices
  anytime
- Update your email

# Register just once at: www.garthchesterrealty.com

- 1. Click on the 'Go Paperless and then Register' button.
- 2. Complete the registration form (you will need the WebReg# from your invoice).
- 3. Click the 'Create your account' button.
- 4. You will receive an email shortly thereafter requiring you to click on the 'Complete your activation' button to finish the process.

It couldn't be easier! Simply visit www.garthchesterrealty.com to register

\* Registrations after the 18th of the month may take effect the following month

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

#### Purchaser's Acknowledgment (initial)

- (c) \_\_\_\_\_ Purchaser has received copies of all information listed above.
- (d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home.*
- (e) Purchaser has (check (i) or (ii) below):
  - (i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
  - (ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

#### Agent's Acknowledgment (initial)

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

#### **Certification of Accuracy**

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

| Seller    | Date | Seller    | Date |
|-----------|------|-----------|------|
| Purchaser | Date | Purchaser | Date |
| Agent     | Date | Agent     | Date |





# Protect Your Family From Lead in Your Home



# EPA Environmental Protection Agency

United States Consumer Product Safety Commission

**United States** 

United States Department of Housing and Urban Development

#### Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have lead-based paint? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- · How lead gets into the body
- How lead affects health
- · What you can do to protect your family
- Where to go for more information

#### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or leadbased paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

#### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

 Read EPA's pamphlet, The Lead-Safe Certified Guide to Renovate Right, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



#### Simple Steps to Protect Your Family from Lead Hazards

#### If you think your home has lead-based paint:

- · Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or stateapproved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.
- 1

#### Lead Gets into the Body in Many Ways

#### Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- · Eat paint chips or soil that contains lead.

#### Lead is especially 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.

#### Women of childbearing age should know that lead is dangerous to a developing fetus.

 Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

#### **Health Effects of Lead**

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to 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 amounts 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, exposure to lead can cause:

- · Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders

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- Memory and concentration problems
- Muscle and joint pain

#### **Check Your Family for Lead**

#### Get your children and home tested if you think your home has lead.

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 lead. Blood lead 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.

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#### Where Lead-Based Paint Is Found

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

Many homes, including private, federally-assisted, federallyowned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

#### Lead can be found:

- · In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- 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.)

Learn more about where lead is found at epa.gov/lead.

<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or lead levels greater than or e more than 0.5% by weight.

"Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

#### Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

- On windows and window sills
- Doors and door frames

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Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ( $\mu g/ft^2$ ) and higher for floors, including carpeted floors
- 250 µg/ft<sup>2</sup> 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. EPA currently defines the following levels of lead in soil as hazardous:

- · 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

Remember, lead from paint chips—which you can see—and lead dust-which you may not be able to see-both can be hazards.



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#### **Checking Your Home for Lead**

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

- A lead-based paint inspection tells you if your home has leadbased paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine

Lab tests of paint samples

- 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 trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the vard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

#### Checking Your Home for Lead, continued

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In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD** (5323) for a list of contacts in your area.<sup>3</sup>

#### What You Can Do Now to Protect Your Family

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

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your 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, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or stateapproved Lead-Safe Certified renovation firms (see page 12).
- 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**

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Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

 In addition to day-to-day cleaning and good nutrition, you can temporarily reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover leadcontaminated soil. These actions are not permanent solutions and will need ongoing attention.



- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or statecertified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, 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 control.

#### Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to 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.

<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

#### **Reducing Lead Hazards, continued**

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot (µg/ft<sup>2</sup>) for floors, including carpeted floors
- 250 µg/ft<sup>2</sup> for interior windows sills
- 400 µg/ft<sup>2</sup> for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

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#### Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, The Lead-Safe Certified Guide to Renovate Right



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RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- Contain the work area. The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- Avoid renovation methods that generate large amounts of lead-contaminated dust. Some methods generate so much leadcontaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
- Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
- Using a heat gun at temperatures greater than 1100°F
- Clean up thoroughly. The work area should be cleaned up daily.
  When all the work is done, the area must be cleaned up using special cleaning methods.
- Dispose of waste properly. Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

#### Other Sources of Lead

#### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

#### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

 Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

#### Other Sources of Lead, continued

- · Lead smelters or other industries that release lead into the air.
- Your job. If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Hobbies that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old toys and furniture may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in lead crystal or lead-glazed pottery or porcelain may contain lead.
- Folk remedies, such as "greta" and "azarcon," used to treat an upset stomach.

<sup>&</sup>lt;sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

#### The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323).** 

#### **EPA's Safe Drinking Water Hotline**

For information about lead in drinking water, call 1-800-426-4791, or visit epa.gov/safewater for information about lead in drinking water.

#### **Consumer Product Safety Commission (CPSC) Hotline**

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

#### State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to leadbased paint. 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 state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the tollfree Federal Relay Service at 1-800-877-8339.

#### U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont) Regional Lead Contact U.S. EPA Region 1 5 Post Office Square, Suite 100, OES 05-4 Boston, MA 02109-3912 (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 205, Mail Stop 225 Edison, NJ 08837-3679 (732) 321-6671

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

Regional Lead Contact U.S. EPA Region 3 1650 Arch Street Philadelphia, PA 19103 (215) 814-2088

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

Regional Lead Contact U.S. EPA Region 4 AFC Tower, 12th Floor, Air, Pesticides & Toxics 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) 886-7836 Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes) Regional Lead Contact U.S. EPA Region 6 1445 Ross Avenue, 12th Floor Dallas, TR 75202-2733 (214) 665-2704

Region 7 (lowa, Kansas, Missouri, Nebraska) Regional Lead Contact U.S. EPA Region 7 11201 Renner Bidd. WWPD/TOPE Leneza, KS 66219 (600) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming) Regional Lead Contact U.S. EPA Region 8 1595 Wynkoop St. Derwer, CO 80202 (303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada) Regional Lead Contact US. EPA Region 9 (CMD-4-2) 75 Hawthorne Street San Francisco, CA 94105 (415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington) Regional Lead Contact

Regional Lead Contact U.S. EPA Region 10 Solid Waste & Toxics Unit (WCM-128) 1200 Sixth Avenue, Suite 900 Seattle, WA 98101 (206) 553-1200

#### **Consumer Product Safety Commission (CPSC)**

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

#### CPSC

4330 East West Highway Bethesda, MD 20814-4421 1-800-638-2772 cpsc.gov or saferproducts.gov

#### U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

#### HUD

451 Seventh Street, SW, Room 8236 Washington, DC 20410-3000 (202) 402-7698 hud.gov/offices/lead/

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U. S. EPA Washington DC 20460 U. S. CPSC Bethesda MD 20814 U. S. HUD Washington DC 20410 EPA-747-K-12-001 June 2017

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# **IMPORTANT!**

#### Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards.
  Generally, lead-based paint that is in good condition is not a hazard (see page 10).



# New NYS Law Requires Smoke Alarm Upgrades by April 1, 2019

Effective April 1, 2019, a new NY State law requires all <u>NEW</u> or <u>REPLACEMENT</u> smoke alarms in New York State to be powered by a 10-year, sealed, non-removable battery, or hardwired to the home.

# This does not affect your currently installed smoke alarms

You <u>don't need to replace alarms</u> that are currently in your home or apartment - but any that you replace need to be 10-year battery powered or hardwired.

Important to note, smoke alarms have an estimated life of around 10 years before they become unreliable.

### Breakdown of the new smoke alarm requirements

According to NYS Law 399-ccc: "It shall be unlawful for any person or entity to distribute, sell, offer for sale, or import any battery operated smoke detecting alarm device powered by a replaceable or removable battery not capable of powering such device for a minimum of ten years."

Homeowners and landlords must upgrade their smoke alarms before selling or renting homes and apartments in New York State.

While these 10-year smoke alarms have a larger upfront cost than traditional alarms powered by replaceable batteries (approximately \$20 per unit) the lack

of yearly battery changes makes them cheaper over the life of the device.

As with ALL smoke alarms, manufactures recommends that the 10-year sealed smoke alarms still be tested at least twice each year using the button on the front of the unit to ensure they are working properly.

# Some Frequently Asked Questions:

# Do I need to replace the alarms I have installed already?

You are NOT required to immediately replace your current smoke detectors, but any that are replaced or added after April 1st are required to be 10-year battery powered or hardwired. After this date, traditional removable battery smoke alarms will be unavailable for purchase in NY State.

# Are they more expensive than non-sealed alarms?

Up front? Yes. In the long term? No. Most 10-year sealed smoke alarms range in price from roughly \$20-\$30, making their initial investment higher than a nonsealed alarm, but non-sealed alarms require annual battery changes. The cost of these replacement batteries average \$38 over their 10-year life span, meaning they ultimately cost more than the sealed version.

# Do they really last 10 years?

Yes, they do, the sealed lithium battery (included) will never have to be replaced throughout the life of the alarm, giving you a decade of peace of mind even in the event of a power outage

# Will I activate the alarm when I'm cooking something?

No. There are 10-year sealed alarms specifically designed for the kitchen with

advanced sensors that can tell the difference between cooking smoke and real fire.

# Why did the law change to require these upgrades?

The dangerous habit of disabling or removing smoke detectors after an accidental alarm while cooking is a major part of why this new legislation went into effect, so alarm manufacturers considered this issue in the design of 10-year sealed alarms. You are very likely to experience less nuisance alarms than you did with your traditional battery alarm.

# Are 10-year sealed smoke alarms better than hard-wired smoke alarms?

There are advantages to both systems. Hard-wired smoke alarms tie into your home's wiring and require professional installation, but generally do not require battery changes unless they feature a backup battery. 10-year sealed battery-only alarms are simple to install, and they work during a power failure. All smoke alarms have a life span of 10 years, sealed or non-sealed, and should be tested on a regular basis. When the battery wears out in a 10-year sealed alarm, the entire unit must be replaced, which helps prevent outdated units from staying in operation.

# What about landlords and their rental properties?

10-year sealed alarms offer security and convenience to landlords, who are legally required by New York State to provide smoke detectors in their rental properties. The tamper-proof design of these alarms prevents tenants from removing the batteries due to nuisance alarms, or to use the batteries for another purpose. The 10-year lifespan of these lithium batteries means fewer changes and fewer equipment updates. Overall, there is a lesser chance of equipment failure in the event of a fire