

26 Pondfield Road West Owners Corp.
c/o Garthchester Realty
440 Mamaroneck Ave., S-512
Harrison, NY 10528
914-725-3600
914-725-6453 fax

Cooperative Apartment Purchase Application (rev.2/2022)

1. Sales Procedure

- A. A Stockholder who wishes to sell his/her stock (Seller) must notify the Board in writing of his/her intention to sell, at least 45 days before proposed closing date.
- B. Upon receipt of the notice of intent to sell, the Board will send to the seller an application form to be completed by the prospective purchaser (Buyer)
- C. The application form must be completed in full and in duplicate by the Buyer and returned to the Board with copies of,
 - 1. Two business references (non relatives)
 - 2. Two personal references (non relatives)
 - 3. Two copies of properly executed contract of sale
 - 4. Two copies of purchaser (s) latest tax returns and W2 forms
 - 5. Two copies of the bank commitment letter, (If the purchaser is taking a mortgage). If not yet available the commitment letter can be forwarded under separate cover. Do not delay processing of the application by waiting for such commitment.
 - 6. \$150.00 payable to 26 Pondfield Road West Owners. The \$150.00 is non refundable, and represents the fee for processing of the application and a credit search for the Buyer.
 - 7. A check in the amount of \$400.00 payable to the Garthchester Realty, for an administrative fee.
 - 8. 20% deposit required.
- D. When the Board receives the credit agency's written report, the Managing Agent will contact the buyer and an appointment will be made for a personal interview with the Admissions Committee of the Apartment Corporation. All interviews will be conducted at a time and a place to be specified by the Admissions Committee. The Seller does not attend this interview.
- E. At a special Board Meeting following the interview, the Admissions Committee will report to the Board of Directors and a vote will then be taken concerning the Buyer. If the Buyer is approved the Managing Agent who will also notify the Seller and the Transfer Agent will advise him/her. If the Buyer is not approved by the Board, he/she will be notified accordingly.

II. Closing Procedure

A. At closing, Seller will be expected to make the following payments.

1. Transfer Agent's fee in the sum off \$700.00 by check payable to the Transfer Agent.
2. Flip Tax in the amount of \$2.00 per share, payable to 26 Pondfield West Owners.

B. At closing Buyer will be expected to make the following payments.

1. If the Buyer is borrowing any portion of the purchase price from a lending institution which requires the execution of a recognition agreement, the sum of \$250.00 by check is payable to the Transfer Agent.

C. At the closing of title, it is absolutely necessary that all parties to the transaction be present. If the stock certificate of the out-going shareholder is in the name of both husband and wife, both must appear at the closing. Similarly, if a husband and wife, or mother and daughter/son are purchasing the stock, etc. both parties must be present at the closing.

26 PONDFIELD ROAD WEST

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 it 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.

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The co-operative has adopted the following minimum financial criteria, which all buyers and sub-lessees must meet, as applicable:

For buyers:

- 1) Minimum 20% equity in property (Maximum mortgage of 80% of purchase price)
- 2) Maximum total debt service (mortgage payment + maintenance) to Gross Pre-tax Income of 33%
- 3) Minimum credit score of 670 from FICO
- 4) Minimum liquid assets (post-closing) equal to 12 months maintenance

For sub-lessees:

- 1) Maximum rent to Income of 30%
- 2) Minimum credit score of 670 from FICO
- 3) Minimum liquid assets (post-closing) equal to 3 months maintenance

The criteria above are applicable to shareholders only, i.e. no third party guarantees will be accepted. A prospective resident with a history of bankruptcies, judgements, etc. will be disqualified.

26 PONDFIELD ROAD WEST OWNERS, INC.

PURCHASE APPLICATION

Apartment #: _____

of shares: _____

APPLICANT

CO-APPLICANT

Name: _____

Name: _____

Social Security #: _____

Social Security #: _____

Present Address: _____

Present Address: _____

Home Telephone: _____

Home Telephone: _____

CURRENTLY

Own: _____

Own: _____

Rent: _____

Rent: _____

Other (explain): _____

Other (explain): _____

PERSONAL INFORMATION

Please set forth the name(s) and relationship(s) to the purchaser(s) of all individuals expected to occupy the apartment.

Name

Relationship

ALL INDIVIDUALS EXPECTED TO OCCUPY THE APARTMENT MUST BE PRESENT AT THE PROSPECTIVE PURCHASER(S) INTERVIEW WITH THE CORPORATION'S BOARD OF DIRECTORS.

PERSONAL FINANCIAL STATEMENT

	<u>Applicant</u>	<u>Co-applicant</u>
Net monthly wages:	_____	_____
Net monthly other income:	_____	_____
Total monthly income:	_____	_____
MONTHLY EXPENSES		
Credit cards/loans:	_____	_____
Auto loans/leases:	_____	_____
Projected monthly Maintenance this purchase:	_____	_____
Mortgage payments this purchase:	_____	_____
Alimony:	_____	_____
Child support:	_____	_____
Liens/judgments:	_____	_____
Tuition:	_____	_____
Travel expenses:	_____	_____
Other monthly payments:	_____	_____
Total monthly payments:	_____	_____

FOR PURCHASERS ONLY

BALANCE SHEET AT THE LAST DAY OF MONTH IMMEDIATELY PRECEDING DATE OF APPLICATION (see notes on attached page)

ASSETS

Contract deposit for this apartment	\$ _____
Checking Accounts (Note 1 – Not including contract deposit)	\$ _____
Savings Account (Note 1 – Not including contract deposit)	\$ _____
Marketable Securities (Note 2)	\$ _____
Life Insurance Net cash Value	\$ _____
Non-Marketable Securities (Note 2)	\$ _____
Real Estate Owned (Note 3)	\$ _____
Automobiles/Pleasure Craft Owned (Note 4)	\$ _____
Vested Interest in Retirement Fund (Note 5)	\$ _____
Net Worth of Business Card (Note 5)	\$ _____
Furniture and Personal Property	\$ _____
Notes Receivable	\$ _____
Other Assets (Note 5)	\$ _____
TOTAL ASSETS:	\$ _____

LIABILITY

Installment Debt Payable (Note 6)	\$ _____
Other Unsecured Loans (Note 6)	\$ _____
Mortgage Loans (Note 6)	\$ _____
Automobiles/Pleasure Craft Loans (Note 6)	\$ _____
Other Secured Loans (Note 6)	\$ _____
Other Liabilities (Note 7)	\$ _____
TOTAL LIABILITY:	\$ _____
Net Worth	\$ _____
TOTAL LIABILITIES & NET WORTH (A - B)	\$ _____

FOR PURCHASERS ONLY

NOTES TO BALANCE SHEET

<u>NOTE 1</u>	<u>Account #</u>	<u>Name & Address of banking Institution</u>	<u>Balance</u>
Checking 1)			
Checking 2)			
Savings 1)			
Savings 2)			

<u>NOTE 2</u>	<u># of Shares</u>	<u>Type Security</u>	<u>Issuer</u>	<u>Market Value</u>	<u>Monthly Dividend/Interest</u>

<u>NOTE 3</u>	<u>Address of Property</u>	<u>Type of Property</u>	<u>Cost of Property</u>	<u>Present Market Value</u>	<u>Amount of Mortgage & Loans</u>
	<u>Monthly Gross Rental Income</u>	<u>Monthly Mortgage Payments</u>	<u>Monthly Taxes, Insurance, Maintenance & Misc. Payments</u>	<u>Monthly Net Income</u>	
				\$	

NOTE 4: Make & Year: _____

Plate # of Vehicle: _____

NOTE 5: Briefly Describe Other Assets: _____

NOTE 6: Please provide the following for all Debt (Credit cards, Student loans, Bank loans, etc.):

<u>Creditor's Name & Address</u>	<u>Account #</u>	<u>Monthly Payments</u>	<u>Months Left</u>	<u>Unpaid Balance</u>

NOTE: Briefly Describe any other liabilities: _____

EMPLOYMENT

	<u>Applicant</u>	<u>Co-applicant</u>
Employer Name:	_____	_____
Address:	_____ _____	_____ _____
Position or Title:	_____	_____
# of Years Employed:	_____	_____
Annual Gross Wages:	_____	_____
Additional income*:	_____	_____
Supervisor's Name:	_____	_____
Telephone #:	_____	_____

*Provide this information only if you desire the Corporation to consider this income in acting on your application.

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 of this apartment to me.

Applicant signature: _____ Date: _____

Co-applicant signature: _____ Date: _____

I certify that the 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 being made for the purpose of verifying the facts stated herein. I understand and accept that 26 PRW ... Owners Corp. has the right to rely on information given herein, and in the event the investigation proves any of these statements false, 26 PRW Owners Corp. may reject this application, or if a contract has been executed, may terminate same as if a breach of contract has occurred.

Dated: _____

Signed _____
Applicant

Signed _____
Co-Applciant

DO NOT WRITE BELOW THIS LINE

ADMISSIONS COMMITTEE ONLY

1. Date of Interview with Admission Committee _____
2. Admissions Committee Recommendation () Approve () Reject
3. Board of Directors Recommendation () Approve () Reject

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

I _____ hereby authorize Garthchester Realty and 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 1681 ET 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: _____ Date: _____

Printed Name: _____

Social Security Number: _____ Phone #: _____

Current Address: _____



Garthchester Realty

www.GarthchesterRealty.com

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Scarsdale New York 10583
(914) 725-3600 F:(914) 725-6453

98-20 Metropolitan Ave. Suite 1
Forest Hills, New York 11375
(718) 544-0800 F:(718) 520-7673

ACKNOWLEDGEMENT OF RECEIPT OF LEAD-BASED PAINT DISCLOSURE INFORMATION

Premises: _____

Apartment (Unit) _____

We remind you that the apartment and the proposed sale/lease/subletting transaction is covered by the federal lead-based paint disclosure regulations, and that you are required to comply with the disclosure and other requirements contained in the regulations. The disclosure requirements include the obligation to give a proposed purchaser/tenant/subtenant a copy of the pamphlet entitled Protect your Family from Lead in your Home and a Disclosure Notice with a Lead Warning Statement and information on lead-based paint and lead-based paint hazards in the apartment. The contract of sale must also afford the purchaser an opportunity to test the apartment for lead-based paint and the right to cancel the transaction if lead-based paint in sufficient density is found and if the parties cannot reach agreement on what to do about the lead-based paint. Please consult your own attorney to assure your full and proper compliance with the federal regulations. The undersigned proposed purchasers/tenants/subtenants of the above reference unit do hereby acknowledge and confirm to the Board and to Garthchester Realty, the managing agent of the premises, that the undersigned have received the following items:

1. The pamphlet entitled Protect your Family from Lead in your Home published by the U.S. Environmental Protection Agency and the U.S. Consumer Product Safety Commission;
2. A Disclosure Notice containing a Lead Warning Statement and information on lead-based paint and lead-based paint hazards in the apartment;

And that the undersigned have read the pamphlet and Disclosure Notice.

Dated: _____

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% post-consumer) process enclosure size

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:



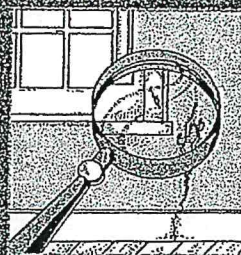
LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



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.



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

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:

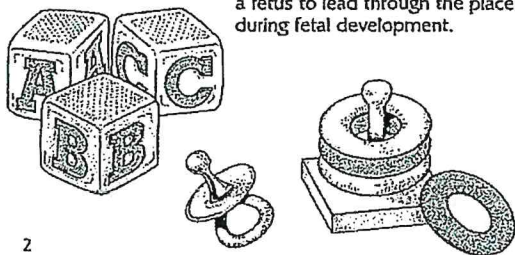
- ❖ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ❖ Put their hands or other objects covered with lead dust in their mouths.
- ❖ Eat paint chips or soil that contains lead.

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.



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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.

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:

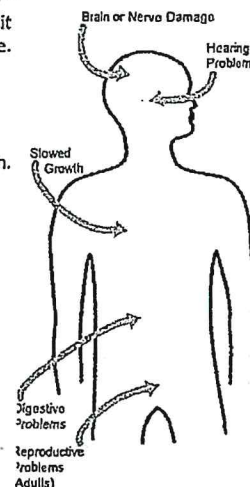
- ❖ Nervous system and kidney damage.
- ❖ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ❖ Speech, language, and behavior problems.
- ❖ Poor muscle coordination.
- ❖ Decreased muscle and bone growth.
- ❖ Hearing damage.

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.

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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 commonly used.

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.



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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 windowsills; 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.



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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/.

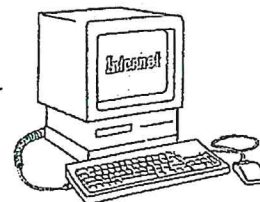


EPA's Safe Drinking Water Hotline

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.

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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
(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

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CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-0
June 2003

HOUSE RULES

(1) The public halls and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartments in the Building, and the fire towers shall not be obstructed in any way.

(2) No patient of any doctor who has offices in the Building shall be permitted to wait in the lobby.

(3) Children shall not play in the public halls, courts, stairways, fire towers or elevators and shall not be permitted on the roof unless accompanied by a responsible adult.

(4) No public hall above the ground floor of the Building shall be decorated or furnished by any Lessee in any manner without the prior consent of all of the Lessees to whose Apartments such hall serves as a means of ingress and egress; in the event of disagreement among such Lessees, the Board of Directors shall decide.

(5) No Lessee shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or a radio or television loud speaker in such Lessee's Apartment between the hours of eleven o'clock p.m. and the following eight o'clock a.m. 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 any Apartment except on weekdays (not including legal holidays) and only between the hours of 8:30 a.m. and 5:00 p.m.

(6) No article shall be placed in the halls or on the staircase landings or fire towers, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the window sills of the Building.

(7) No awnings, window air-conditioning units or ventilators shall be used in or about the Building except such as shall have been expressly approved by the Lessor or the managing agent, nor shall anything be projected out of any window of the Building without similar approval.

(8) No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Building, except such as shall have been approved in writing by the Lessor or the managing agent.

(9) No velocipedes, bicycles, scooters or similar vehicles shall be allowed in a passenger elevator and baby carriages and the abovementioned vehicles shall not be allowed to stand in the public halls, passageways, areas or courts of the Building.

(10) Messengers and tradespeople shall use such means of ingress and egress as shall be designated by the Lessor.

(11) Kitchen supplies, market goods and packages of every kind are to be delivered only at the service entrance of the Building and through the service elevator to the Apartments when such elevator is in operation.

(12) Trunks and heavy baggage shall be taken in or out of the Building through the service entrance.

(13) Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent or the managing agent of the Building may direct.

(14) Water closets 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 water closets. The cost of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Lessee in whose Apartment it shall have been caused.

(15) No Lessee shall send any employee of the Lessor out of the Building on any private business of a Lessee.

(16) No bird or 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. In no event shall dogs be permitted on elevators or in any of the public portions of the Building unless carried or on leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or in the yard, court spaces or other public portions of the Building, or on the sidewalks or street adjacent to the Building.

(17) No radio or television aerial shall be attached to or hung from the exterior of the Building without the prior written approval of the Lessor or the managing agent.

(18) No vehicle belonging to a Lessee or to a member of the family or guest, subtenant or employee of a Lessee shall be parked in such manner as to impede or prevent ready access to any entrance of the Building by another vehicle.

(19) The Lessee shall use the available laundry facilities only upon such days and during such hours as may be designated by the Lessor or the managing agent.

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

(21) Unless expressly authorized by the Board of Directors in each case, the floors of each Apartment must be covered with rugs or carpeting or equally effective noise-reducing material, to the extent of at least eighty (80%) percent of the floor area of each room excepting only kitchens, pantries, bathrooms, maid's rooms, closets and foyer.

(22) 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.

(23) The Lessee shall keep the windows of the Apartment clean. In case of refusal or neglect of the Lessee during ten (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 right, by its officers or authorized agents, to enter the Apartment for the purpose and to charge the cost of such cleaning to the Lessee.

(24) The passenger and service elevators, unless of automatic type and intended for operation by a passenger, shall be operated only by employees of the Lessor, and there shall be no interference whatever with the same by Lessees or members of their families or their guests, employees or subtenants.

(25) Complaints regarding the service of the Building shall be made in writing to the managing agent of the Lessor.

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

(27) If there be a garage in the Building, the Lessee will abide by all arrangements made by the Lessor with the garage operator with regard to the garage and the driveways thereto.

(28) The following rules shall be observed with respect to incinerator equipment:

(i) All wet debris is to be securely wrapped or bagged in small package size to fit easily into the hopper panel.

(ii) Debris should be completely drip-free before it leaves the Apartment and carried to the incinerator closet in a careful

manner and in a drip-proof container; then placed into the flue hopper so it will drop into the flue for disposal.

(iii) No bottles or cans shall be dropped down the flue before 10:00 a.m. or after 5:00 p.m., but shall be left in a neat manner in service elevator area, if such items must be disposed of before 10:00 a.m. or after 5:00 p.m.

(iv) Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into hopper opening. Small items of this nature may be left in a neat manner on the incinerator closet floor. Bulky items should be left at service elevator area between 10:00 a.m. and 6:00 p.m. and service employee summoned to dispose of them by way of the service elevator.

(v) Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans or any other inflammable, explosive, highly combustible substances or lighted cigarettes or cigar stubs be thrown into the incinerator flue.

(vi) Vacuum cleaner bags must never be emptied into the flue. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then be placed through hopper door panel into flue.

(vii) The superintendent shall be notified of any drippings, or moist refuse, appearing on incinerator closet floor and corridors.

(29) No Lessee shall install any plantings on the terrace, balcony or roof without the prior written approval of the Lessor. Plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace, balcony or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. It shall be the responsibility of the Lessee to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.

(30) The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any Apartment at any reasonable hour of the day for the purpose of inspecting such Apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or

other pests. If the lessor takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the Lessee, as additional rent.

- (31) Move in and move outs shall take place Monday through Friday between the hours of 9:00 am and 5:00 PM and on a Saturday between the hours of 9:00 am and 4:00 PM. Absolutely no moves on a Sunday. Notify the Superintendent, GLENN VERRILL when the move will take place, at (914) 227 7169
- (32) Any major work to be done in the apartment must first be cleared with the Managing Agent and certificates of insurance for the contractor must be presented. To the Agent.
- (33) The House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors.

**RESOLUTION OF THE BOARD OF DIRECTORS
OF
26 PONDFIELD ROAD WEST OWNERS, INC.**

WHEREAS, it is the policy of 26 Pondfield Road West Owners, Inc. to make the building at the premises an entirely smoke free environment, and

WHEREAS, pursuant to such policy, the Board of Directors is unwilling to approve any transfer of shares and assignment of Proprietary Lease or any sublease relating to the Apartment unless the prospective shareholder(s) or subtenants(s) agree(s) to abide by the terms and conditions of a written agreement, ("Agreement") which shall be executed prior to the Board's determination to approve the transfer or the sublease by any prospective shareholder or subtenant, which Agreement shall be a continuing condition and obligation of such approval.

NOW, THEREFORE, be it RESOLVED, that in furtherance of this policy, at its meeting held on May 19, 2021, the Board of Directors passed the following resolution:

RESOLVED, that the House Rules of 26 Pondfield Road West Owners, Inc. is hereby amended to add a new section entitled SMOKING BY PROSPECTIVE SHAREHOLDERS OR SUBTENANTS:

"That as a matter of policy, the Board shall not approve an assignment of a proprietary lease and/or the transfer of shares to any prospective shareholder nor shall it approve the sublease of an apartment to any prospective subtenant unless the proposed transferee or subleasee agrees in writing, in an Agreement to be prepared by the Board, that there will be no smoking of any tobacco or tobacco-like products including marijuana or hashish, including but not limited to cigarettes, cigars or pipes or the vaping of any substance ("Smoking") inside of the apartment by any occupant thereof, including shareholders, subtenants, residents, visitors, guests and invitees as provided in such Agreement."

This resolution is pursuant to vote taken at a regular Board Meeting held on May 19, 2021 and shall become effective on July 1, 2021.

Approved: Ameli Heller
President, Board of Directors

Attest: Claire Thomas
Secretary, Board of Directors

(Corporate Seal)