

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

Cooperative Apartment Sublease Application

1. Sublease Procedure

- A. The application form must be completed in full and in duplicate by the applicant. Include complete addresses for all applicants, complete names and addresses of employers for the applicant and returned to the Board with copies of,
1. Two business references (non relatives)
  2. Two personal references (non relatives)
  3. Seven copies of properly executed sublease application and lease.
  4. Two copies of latest tax returns and W2 forms
  5. \$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 Subtenant.
  6. A check in the amount of \$300.00 payable to the Garthchester Realty Ltd., for an administrative fee.
- B. 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.
- C. 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 Subtenant. If the Subtenant is approved the Managing Agent who will also notify the Shareholder and Subtenant. If the Subtenant is not approved by the Board, he/she will be notified accordingly.

THE COMPLETE PACKAGE SHOULD BE SENT TO: Garthchester Realty  
Attn: Rose Marie Sotero 440  
Mamaroneck Avenue, S-512  
Harrison, NY 10528

26 Pondfield Road West  
c/o Garthchester Realty  
440 Mamaroneck Ave  
Harrison, New York 10528

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, Bronxville, N.Y. 10708

Lease of Apartment

Unit # \_\_\_\_\_

Term of Lease \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

Monthly Rent \_\_\_\_\_

Owners Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Tenants Name \_\_\_\_\_

Current Home Address \_\_\_\_\_

Phone Number \_\_\_\_\_

Employer \_\_\_\_\_

Address \_\_\_\_\_

Occupation \_\_\_\_\_

Apartment will be occupied by \_\_\_\_\_ Adults \_\_\_\_\_ Children

I have given the prospective tenant a copy of the rules and regulations of the  
Coop.

Owner \_\_\_\_\_ Date \_\_\_\_\_  
Signature

I have received a copy of the Rules and Regulations of 26 Pondfield Road  
West and I AGREE TO COMPLY WITH THE SAME.

Tenant \_\_\_\_\_ Date \_\_\_\_\_

Date Received \_\_\_\_\_ Date of Interview \_\_\_\_\_  
Board Member Signature \_\_\_\_\_

RESIDENCE INFORMATION

Applicant: \_\_\_\_\_ Social Security No. \_\_\_\_\_  
 Address: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_  
 (Street)  
 \_\_\_\_\_  
 (City, Town) (State) (ZIP)

Check One: Rent  Coop  Home Owner  Other  Explain \_\_\_\_\_  
 Current Monthly Rent or Carrying Charges: \_\_\_\_\_

Phone: Home: \_\_\_\_\_ Business: \_\_\_\_\_

Years at Present Address: \_\_\_\_\_ Years at Last Previous Address: \_\_\_\_\_

Name, Address & Phone No. of Present Landlord or Agent: \_\_\_\_\_

Apt. No. Applied For: \_\_\_\_\_ No. of Persons to Reside in Apt. \_\_\_\_\_

Purchase \_\_\_\_\_ Down \_\_\_\_\_ Mortgage: \_\_\_\_\_ Monthly Maintenance: \_\_\_\_\_  
 Price: \_\_\_\_\_ Payment: \_\_\_\_\_ Mortgage term \_\_\_\_\_ yrs. " Mortgage: \_\_\_\_\_  
 " Total: \_\_\_\_\_

Persons to Reside in Apartment

Name	Relationship to Applicant	Occupation
1.		
2.		
3.		
4.		
5.		
6.		

EMPLOYMENT AND FINANCIAL INFORMATION

Sources of Income of Each Person to Reside in Apt. (include self-employment)

Name	Employers Name, Address and Phone Number	Occupation or Position	How Long Employed	Annual Earnings
1.				
2.				
3.				

If less than 2 years with present employer, give name, and address of previous employer and how long employed: \_\_\_\_\_

Income Other Than Earnings

Name	Source	Annual Income
1.		
2.		
3.		

Total Current Annual Earnings: \_\_\_\_\_  
 Total Current Other Income: \_\_\_\_\_  
 Total Income From All Sources: \_\_\_\_\_

**Assets**

Cash (Schedule A)	\$	
Stocks & Bonds (Schedule B)		
Real Estate (Schedule C)		
Life Insurance (Schedule D) <small>Cash Value Less Any Loans</small>		
Other Assets (Schedule E)		
<b>Total</b>	<b>\$</b>	

**Liabilities**

Accounts Payable	\$	
Notes Payable (Schedule F)		
Mortgages (Schedule C)		
Other Liabilities (Schedule G)		
Net Worth		
<b>Total</b>	<b>\$</b>	

**Schedule A - Cash**

Bank	Amount
	\$

**Schedule F - Notes Payable**

Name Of Creditor	Amount	How Secured
	\$	

**Schedule B - Stocks And Bonds**

Security	Market Value
	\$

Security	Market Value
	\$

**Schedule C - Real Estate**

Location	Description	Recorded In Name Of	Rent Income	Assessment	Mortgage Held By	Amount	Equity
			\$	\$			

**Schedule D - Life Insurance**

Beneficiary	Company	Principal	Cash Value	Loans	Net Cash Value
		\$	\$	\$	\$

**Schedule E - Other Assets**

Explain

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**Schedule G - Other Liabilities**

Explain

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Are Any Suits, Judgments Or Other Legal Actions Pending Against You (If So, Describe Briefly)

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References - Name and Address

Bank: \_\_\_\_\_

Business: \_\_\_\_\_

Credit: \_\_\_\_\_

Required Documents: Please attach a copy of your last W-2 and 1040 Income Tax forms.

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 being made for the purpose of verifying the facts herein stated. I understand and accept that 105 Northgate Tenants Corp. has the right to rely on information given herein, and in the event investigation proves any of statements false, 105 Northgate Tenants Corp. may reject this application, or if lease has been executed, may terminate same as if breach of lease had occurred.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_  
(Applicant's Signature)

Signed: \_\_\_\_\_  
(Applicant's Signature)

DO NOT WRITE BELOW THIS LINE

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Managing Agent Only:

1. Date of interview with Managing Agent: \_\_\_\_\_
2. Date of interview with Approval Committee: \_\_\_\_\_
3. Approval Committee recommendation:  Approve  Reject
4. Board of Director's recommendation:  Approve  Reject

REFERENCES - NAME & ADDRESS

BANK - Savings: \_\_\_\_\_ Account #: \_\_\_\_\_  
Checking: \_\_\_\_\_ Account #: \_\_\_\_\_

BUSINESS: \_\_\_\_\_

CREDIT (CARDS): Name: \_\_\_\_\_ Account #: \_\_\_\_\_  
Name: \_\_\_\_\_ Account #: \_\_\_\_\_  
Name: \_\_\_\_\_ Account #: \_\_\_\_\_  
Name: \_\_\_\_\_ Account #: \_\_\_\_\_

PLEASE ANSWER (YES, NO) ALL QUESTIONS BELOW  
If yes, please explain on a separate sheet.

	<u>APPLICANT</u>	<u>CO-APPLICANT</u>
Have you any outstanding judgments against you?	_____	_____
Have you declared bankruptcy in the past seven (7) years?	_____	_____
Have you had property foreclosure or given title or deed in lieu thereof?	_____	_____
Are you a co-signer or endorser on a note or loan?	_____	_____
Have you ever been convicted of a crime?	_____	_____
Do you have any law suits pending?	_____	_____
Do you pay alimony, child support or separate maintenance? If so, state amount: \$ _____	_____	_____
Is any part of down-payment borrowed? If so, state amount: \$ _____	_____	_____

(I), (We), understand that this application is not binding on *26 PRW Owners* CORP. or its agent, and that the fee for a credit investigation is not refundable under any circumstances.

(I), (We), have attached hereto authentic copies of (my), (our) last Federal Income Tax Statements (W-2 and 1040) as filed with the U.S. Internal Revenue Service.

(I), (We), have attached hereto a true copy of a fully executed contract of sale for the above apartment.

Date: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE OF APPLICANT

\_\_\_\_\_  
CO-APPLICANT



## 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.

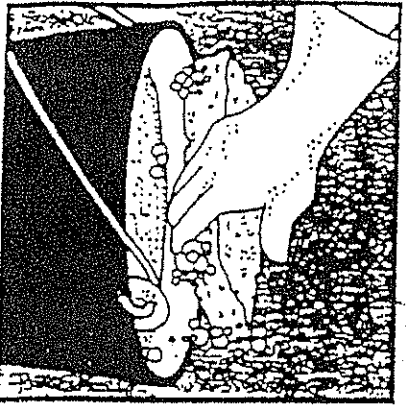
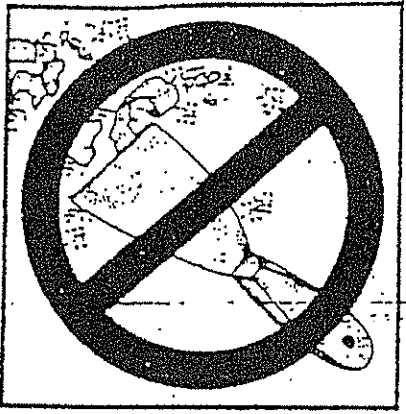
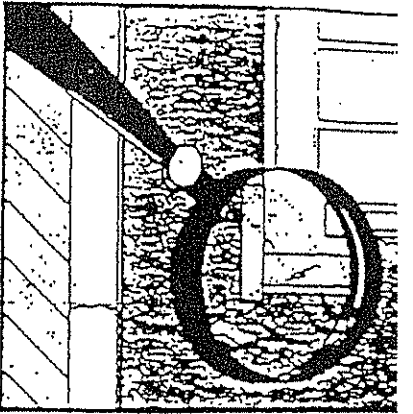
(vii) The superintendent shall be notified of any drippings, or moist refuse, appearing on incinerator closet floor and corridors.

(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, Christopher Bunick when the move will take place, at (914) 793-3107.
- (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.



# Protect Your Family From Lead In Your Home

## a Home Built Before 1978?

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

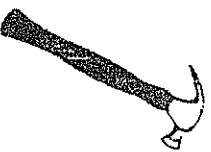
By 1996, federal law will require that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** will have to disclose known information on lead-based paint hazards before leases take effect. Leases will include a federal form about lead-based paint.

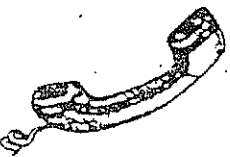


**SELLERS** will have to disclose known information on lead-based paint hazards before selling a house. Sales contracts will include a federal form about lead-based paint in the building. Buyers will have up to 10 days to check for lead hazards.



**RENOVATORS** will have to give you this pamphlet before starting work.

**IF YOU WANT MORE INFORMATION** on these requirements, call the National Lead Information Clearinghouse at 1-800-424-LEAD.



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**EPA**  
United States  
Environmental Protection  
Agency

United States Consumer  
Product Safety Commission

EP4747-K-94-001  
May 1995

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

# 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 that 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 with lead in them.

**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

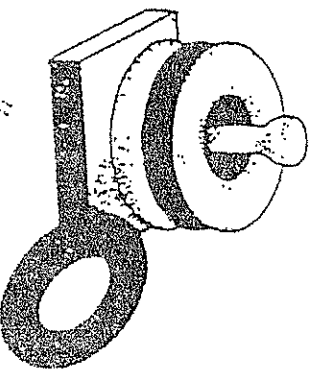
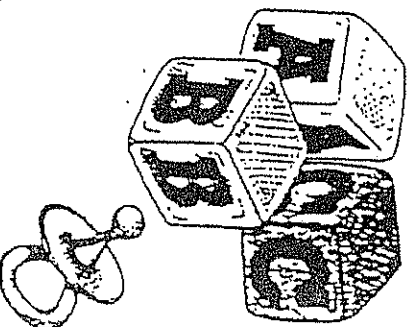
1 out of every 11 children in the United States has dangerous levels of lead in the bloodstream.

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

- ◆ People can get lead in their body if they:
  - ◆ Put their hands or other objects covered with lead dust in their mouths.
  - ◆ Eat paint chips or soil that contain lead.
  - ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).

Lead is even more dangerous to children than adults because:

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



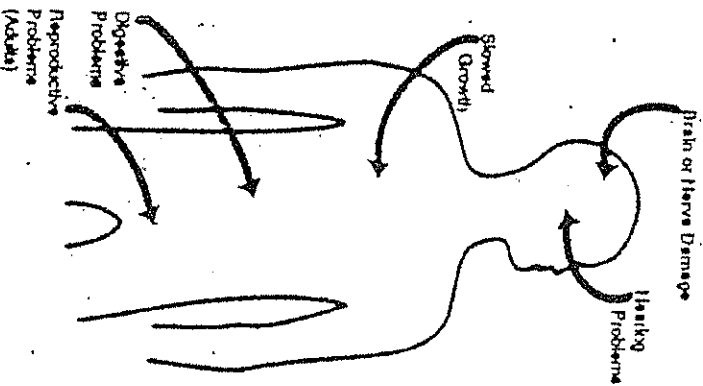
### Lead's Effects

If not detected early, children will lead in their bodies can suffer from:

- ◆ Damage to the brain and nervous system
- ◆ Behavior and learning problems (such as hyperactivity)
- ◆ Slowed growth
- ◆ Hearing problems
- ◆ Headaches

Lead is also harmful to adults. Adults can suffer from:

- ◆ Difficulties during pregnancy
- ◆ Other reproductive problems (in both 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.**

### Checking Your Family for Lead

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

- ◆ A simple blood test can detect high levels of lead. Blood tests are important for:
- ◆ Children who are 6 months to 1 year old (6 months if you live in an older building or home that might have lead in the paint).
- ◆ Family members that you think might have high levels of lead.

If your child is older than 1 year, talk to your doctor about whether your child needs testing.

Your doctor or health center can do blood tests. They are inexpensive and sometimes free. Your doctor will explain what the test results mean. Treatment can range from changes in your diet to medication or a hospital stay.

### 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. In 1978, the federal government banned lead-based paint from housing.

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).



## Where Lead Is Likely To Be a Hazard

Lead-based paint that is in good condition is usually not a hazard.

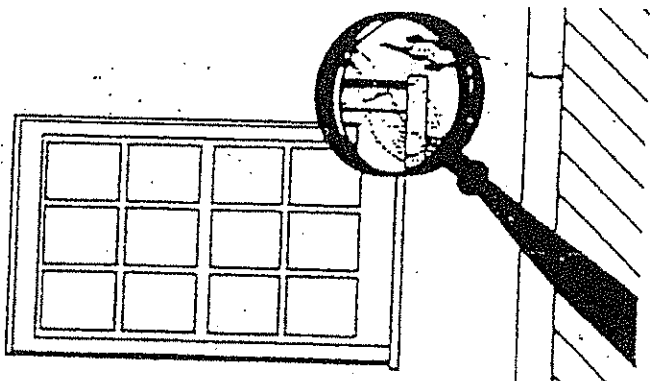
Peeling, chipping, chalking, or cracking lead-based paint is a hazard and needs immediate attention.

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. These areas include:

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

Lead dust can form when lead-based paint is dry scraped, dry 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 reenter the air when people vacuum, sweep, or walk through it.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. Call your state agency (see page 12) to find out about soil testing for lead.



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

## Checking Your Home for Lead

You can get your home checked for lead hazards in one of two ways, or both:

- ◆ A paint inspection tells you the lead content of every painted surface in your home. It won't tell you whether the paint is a hazard or how you should deal with it.
- ◆ A risk assessment tells you if there are any sources of serious lead exposure (such as peeling paint and lead dust). It also tells you what actions to take to address these hazards.

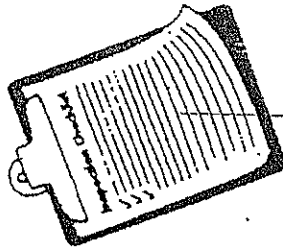
Have qualified professionals do the work. *The federal government is writing standards for inspectors and risk assessors. Some states might already have standards in place.* Call your state agency for help with locating qualified professionals in your area (see page 12).

Trained professionals use a range of methods when checking your home, including:

- ◆ Visual inspection of paint condition and location.
- ◆ Lab tests of paint samples.
- ◆ Surface dust tests.
- ◆ A portable x-ray fluorescence machine.

Home test kits for lead are available, but the federal government is still testing their reliability. These tests should not be the only method used before doing renovations or to assure safety.

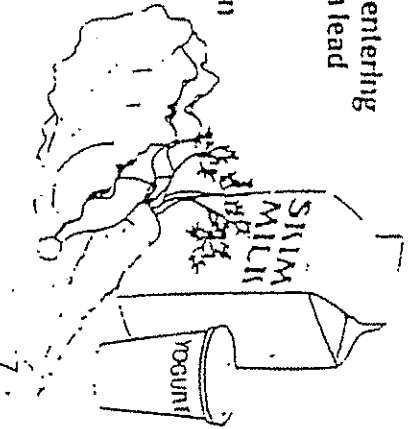
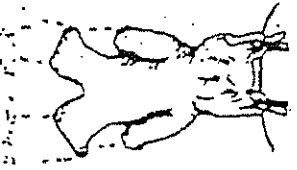
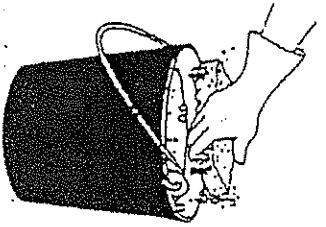
Just knowing that a home has lead-based paint may not tell you if there is a hazard.



## Your Family

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

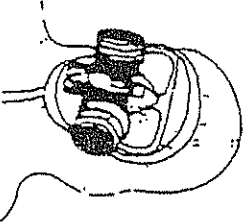
- ◆ If you rent, notify your landlord or peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: 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 low-fat dairy products. Children with good diets absorb less lead.



## How To Significantly Reduce Lead Hazards

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 like 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 not eliminate all risks of exposure.
- ◆ To permanently remove lead hazards, you must hire a 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 enough.

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. If possible, hire a certified lead abatement contractor. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Call your state agency (see page 12) for help with locating qualified contractors in your area and to see if financial assistance is available.

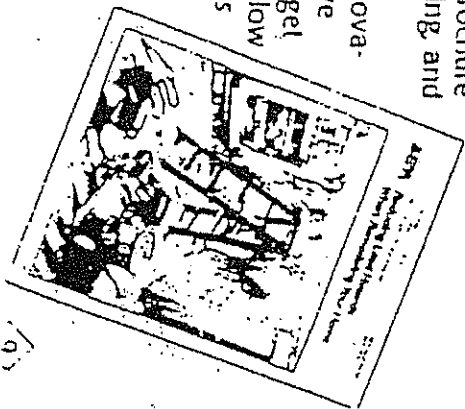
# Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

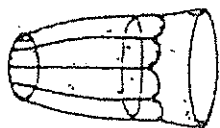
- ◆ Have the area tested for lead-based paint.
  - ◆ Do not use a dry scraper, belt-sander, propane torch, or heat gun to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
  - ◆ Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
  - ◆ Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.
- If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



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

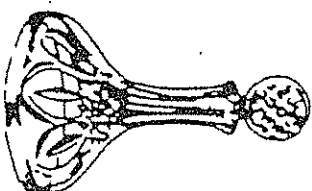
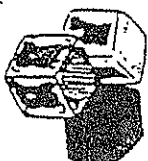


## Other Sources of Lead



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

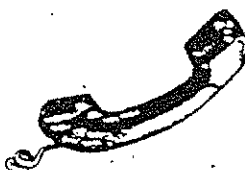
- ◆ Drinking water. Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - 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 clothes separately from the rest of your family's.
- ◆ 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-LEAD-FYI to learn how to protect children from lead poisoning. For other information on lead hazards, call the center's clearinghouse at 1-800-424-LEAD. For the hearing impaired, call, TDD 1-800-526-5456 (FAX: 202-659-1192, Internet: EHC@CAIS.COM).

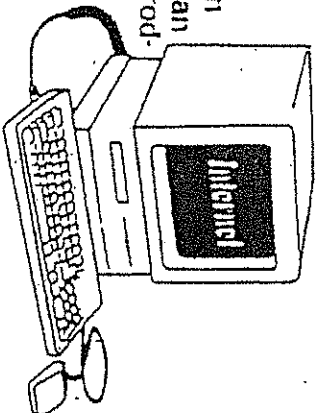


### EPA's Safe Drinking Water Hotline

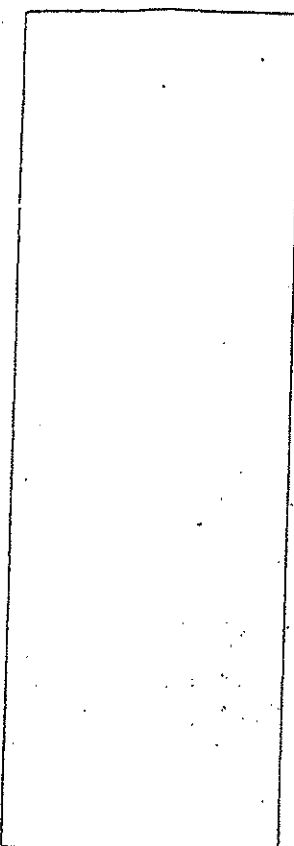
Call 1-800-426-4791 for information about lead in drinking water.

### Consumer Product Safety Commission 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. (Internet: Info@cpsc.gov). For the hearing impaired, call 1-800-638-8270.



### Local Sources of Information



## State Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency (listed below) to see if state or local laws apply to you. Most state 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.

State/Region	Phone Number	Missouri	(314) 526-6911
Alabama	(205) 242-5661	Montana	(406) 444-3671
Alaska	(907) 465-5152	Nebraska	(402) 471-2451
Arkansas	(501) 661-2534	Nevada	(702) 687-6615
Arizona	(602) 542-7307	New Hampshire	(603) 271-4507
California	(510) 450-2424	New Jersey	(609) 633-2043
Colorado	(303) 692-3012	New Mexico	(505) 841-6024
Connecticut	(203) 566-5808	New York	(800) 450-1198
Washington, DC	(202) 727-9050	North Carolina	(919) 715-3293
Delaware	(302) 739-4735	North Dakota	(701) 328-5188
Florida	(904) 480-3385	Ohio	(614) 466-1455
Georgia	(404) 657-6514	Oklahoma	(405) 271-5220
Hawaii	(808) 832-5060	Oregon	(503) 249-5240
Idaho	(208) 332-5544	Pennsylvania	(717) 702-2884
Illinois	(800) 545-2200	Rhode Island	(401) 277-3424
Indiana	(317) 382-6662	South Carolina	(803) 935-7945
Iowa	(800) 972-2026	South Dakota	(605) 773-3153
Kansas	(913) 296-0109	Tennessee	(615) 741-5683
Kentucky	(502) 564-2154	Texas	(512) 834-6600
Louisiana	(504) 765-0219	Utah	(801) 536-4098
Massachusetts	(800) 532-9571	Vermont	(802) 063-7231
Maryland	(410) 631-3059	Virginia	(800) 523-6019
Maine	(207) 287-4311	Washington	(206) 753-2556
Michigan	(517) 335-8005	West Virginia	(304) 558-2981
Minnesota	(612) 627-5498	Wisconsin	(608) 266-5885
Mississippi	(601) 960-7463	Wyoming	(307) 777-7391

## 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)

Kohn F. Kennedy Federal Building  
One Congress Street  
Boston, MA 02203  
(617) 565-3420

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

Building 5  
2890 Woodbridge Avenue  
Edison, NJ 08837-3679  
(908) 321-6671

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

841 Chestnut Building  
Philadelphia, PA 19107  
(215) 597-9000

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

345 Courtyard Street, NE  
Atlanta, GA 30365  
(404) 347-4727

## CPSC Regional Offices

**Eastern Regional Center**

6 World Trade Center  
Vesey Street, Room 350  
New York, NY 10048  
(212) 466-1612

**Central Regional Center**

230 South Dearborn Street  
Room 2944  
Chicago, IL 60604-1601  
(312) 353-8260

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

77 West Jackson Boulevard  
Chicago, IL 60604-3590  
(312) 886-6003

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

First Interstate Bank Tower  
1445 Ross Avenue, 12th Floor, Suite 1200  
Dallas, TX 75202-2733  
(214) 665-7244

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

726 Minnesota Avenue  
Kansas City, KS 66101  
(913) 551-7020

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

999 18th Street, Suite 500  
Denver, CO 80202-2405  
(303) 293-1603

**Region 9** (Arizona, California, Hawaii, Nevada)

75 Hawthorne Street  
San Francisco, CA 94105  
(415) 744-1124

**Region 10** (Idaho, Oregon, Washington, Alaska)

1200 Sixth Avenue  
Seattle, WA 98101  
(206) 553-1200

**Western Regional Center**  
600 Harrison Street, Room 245  
San Francisco, CA 94107  
(415) 744-2966

## 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, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.

Sample Disclosure Form for Target Housing Rentals and Leases  
Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

**Lead Warning Statement**

*Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.*

**Lessor's Disclosure (initial)**

\_\_\_\_\_ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

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

Based upon the age of construction of the building prior to 1978, it is presumed that there is lead-based paint and/or lead-based paint hazards in the complex.

Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_\_ (b) Records and reports available to the lessor (check one below):

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

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

**Lessee's Acknowledgment (initial)**

\_\_\_\_\_ (c) Lessee has received copies of all information listed above.

\_\_\_\_\_ (d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

\_\_\_\_\_ (e) Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4582(d) and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

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

_____	Date	_____	Date
Lessor		Lessor	
_____	Date	_____	Date
Lessee		Lessee	
_____	Date	_____	Date
Agent		Agent	

CO-OP SUBLEASE RIDER

26 PONDFIELD ROAD WEST OWNERS, Inc.

OVERTENANT:

SUBTENANT:

DATE:

PREMISES: 26 Pondfield Road West, Apt. \_\_\_\_\_, Bronxville, New York 10708

---

A. Only a party signing this Sublease, spouse and/or children of that party may reside in the Premises together with the Subtenant. Occupancy of the Premises by anyone other than the above permitted occupants for more than seven (7) consecutive days or ten (10) days in any thirty (30) day period shall be presumptive of residency.

B. The Sublease is subject to the Proprietary Lease, By-Laws and House Rules. It is also subject to any agreement to which the Proprietary Lease is subject. The Subtenant expressly acknowledges that he/she has read the Proprietary Lease, By-Laws and House Rules, and will not violate either in any way. Copies of the Proprietary Lease, By-Laws and House Rules have been given to the Subtenant who agrees to be bound thereby and to the obligations thereunder.

C. The parties acknowledge that as a condition precedent and in order for this Sublease to become effective, the express written consent of the Board of Directors and any party having a security interest in the individual apartment is necessary. If consent by a party having such security interest is not necessary, the Overtenant shall, if requested by the Board of Directors, submit proof of same. The Subtenant has made or agrees to make an application for such consent and agrees to submit all necessary information as required by the Board of Directors. The Subtenant acknowledges and verifies that all statements set forth in the application are and will be true. Any misrepresentation contained in the application will be a ground for revocation of the consent of the Board of Directors previously given and for cancellation of this Sublease.

D. The parties acknowledge that the term of any sublet shall be for a minimum period of one (1) year and for a maximum period of one (1) year, and that the Board of Directors is not obligated to consent to an extension of such sublease upon the expiration of one (1) year.

E. THE PROVISIONS OF THE PROPRIETARY LEASE ARE PART OF THIS SUBLEASE. ALL THE PROVISIONS OF THE PROPRIETARY LEASE APPLYING TO THE OVERTENANT ARE BINDING ON YOU, THE SUBTENANT. Any breach of the

terms of the Proprietary Lease, By-Laws or House Rules by the Subtenant or permitted occupants shall be deemed a breach of this Sublease and grounds for cancellation, in addition to any other remedy at law or equity that either the Apartment Corporation or Overtenant may have. The Subtenant agrees to give up his right to trial by jury on any issue.

Furthermore, in the event of a breach or default of any of the terms of this Agreement, or of the Proprietary Lease, By-Laws, or House Rules of the Apartment Corporation by either the Overtenant or the Subtenant, the Overtenant and the Subtenant each expressly agree that they or either of them shall submit to the jurisdiction of the Apartment Corporation's choice, upon service of a notice to cure and any other appropriate legal process (ie. summary proceeding, summons and complaint, etc.). The Overtenant and the Subtenant each expressly agree that service of such document or documents upon him or her shall be legally sufficient if mailed by certified mail, return receipt requested and first class mail to the Overtenant and/or the Subtenant at the Premises address.

F. In the event that any court proceedings or other enforcement proceedings whatsoever are instituted to enforce the terms of this Agreement, or of the Proprietary Lease, By-Laws or House Rules or other Apartment Corporation documents or rules, regulations, resolutions and/or policies, in connection with or arising out of this Sublease or with respect to the Subtenant herein, the parties expressly agree that they shall be jointly and severally liable for payment of all costs and expenses incurred on the part of the Apartment Corporation in connection with enforcement of the above. This may include, but shall not be limited to attorneys' fees; service of process fees; filing fees; postage, photocopy, and fax fees; and the like.

G. The parties expressly agree that in the event any court proceedings are instituted as above-mentioned, they all and each of them hereby admit and will accept service of process by first class mail at the Premises address or such other address that is delivered to the Apartment Corporation in writing, and consent to the jurisdiction of a court of competent jurisdiction for all remedies, including but not limited to specific performance; compensatory, punitive and consequential damages; ejection; eviction; possession; attorneys' fees; and the like; and the parties further expressly agree that they shall be jointly and severally liable therefor.

H. The Subtenant agrees to obtain and maintain adequate fire, general liability and such other insurance as the Board of Directors, in its sole discretion may require, naming the Overtenant and Apartment Corporation as insureds. Said policy has or will be exhibited to the Board of Directors whenever requested.

I. Prior to the granting of consent, the Overtenant shall pay to the Apartment Corporation a sublease fee and attorneys' fees in connection with the review of the sublease in such amount as are designated by the Board of Directors. The Overtenant and Subtenant shall each pay such moving fees and application fees and shall make such deposits as are designated by the Board of Directors. Prior to the Subtenant entering and moving into said Premises, arrangements must be made with the Board of Directors, or its agent. **THE SUBTENANT SHALL NOT ENTER AND TAKE POSSESSION OF THE PREMISES WITHOUT THE EXPRESS WRITTEN CONSENT TO THE SUBLEASE HAVING BEEN GRANTED. FAILURE TO COMPLY WITH THIS REQUIREMENT SHALL BE A GROUND FOR THE**



INSTITUTION OF LEGAL ACTION PURSUANT TO ARTICLES "E", "F" AND "G"  
HEREOF.

J. The parties expressly acknowledge and agree that NO DOG MAY BE KEPT OR HARBORED IN THE PREMISES and that a violation of this provision shall be deemed to be a material and substantial default of both this Sublease Agreement and of the Proprietary Lease of the Co-op, and shall constitute grounds for termination of same.

K. Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to the rights or take the place of the Overtenant or the Subtenant. Examples are an assignee, heir, or a legal representative such as a will executor or estate administrator.

L. This Sublease may be changed only by an agreement in writing signed by the parties to the Sublease, including the Apartment Corporation.

M. The Overtenant and the Subtenant each acknowledge and agree that the Apartment Corporation has played no role in obtaining the Subtenant, or the establishment of any financial terms of the Sublease. It is understood and acknowledged that the Apartment Corporation is justifiably relying upon the representations of the Overtenant and the Subtenant and said reliance by the Apartment Corporation is a material factor in granting of consent to the sublease herein. The Overtenant and the Subtenant each represent that the terms of the Sublease, to which the Rider is incorporated and made a part thereof, is in compliance with all Federal, State, County and Municipal statutes, laws, codes, rules, and governmental regulations, including but not limited to the Emergency Tenant Protection Act and the Rent Control Law. The parties agree to indemnify and hold the Apartment Corporation harmless from any loss, cost, claim, liability or expense incurred by or to it, including reasonable attorneys' fees, as a result of, or arising from a breach of the above representation.

N. The parties agree that in the event the Overtenant, after receipt of written notice from the Apartment Corporation, fails to cure any default in the Proprietary Lease, the Subtenant shall, upon written notice from the Apartment Corporation, attorn and pay to the Apartment Corporation the monthly rent reserved between the parties in the Sublease. The Apartment Corporation shall deposit all monies received hereunder in a separate account and shall, in addition to any other right under the Proprietary Lease it may choose to exercise, retain such sum to which it may be entitled and return the remainder to the Overtenant.

Dated:

\_\_\_\_\_  
Overtenant

\_\_\_\_\_  
Subtenant

\_\_\_\_\_  
Overtenant

\_\_\_\_\_  
Subtenant

Consented and Agreed To:

SLR 2/11/93

26 Pondfield Road West Owners, Inc.

By: \_\_\_\_\_  
President

# SUBLEASE AGREEMENT

The parties agree as follows:

- Date of this Sublease:
- Parties to this Sublease:
  - Overtenant:
  - Address for notices:
  - You, the Undertenant:
  - Address for notices:
- If there are more than one Overtenant or Undertenant, the words "Overtenant" and "Undertenant" used in this Sublease includes them.
- Information from Over-Lease:
  - Landlord:
  - Address for notices: c/o Garthchester Realty  
209 Garth Road, Scarsdale, NY 10583
  - Overtenant:
  - Address for notices:
  - Date of Over-Lease:
- Term:
  - Term: from: to:
  - A copy of the Over-Lease is attached as an important part of the Sublease.
  - 1. ending: years: months: Beginning:
- Premises rented:
- Use of premises:
  - 2.
  - 3. The premises may be used for residential purposes of named Undertenant only.
- Rent:
  - 4. The yearly rent is \$ . You, the Undertenant, will pay this yearly rent to the Overtenant in twelve equal monthly payments of \$ . Payments shall be paid in advance on the first day of each month during the Term.
- Security:
  - 5. The security for the Undertenant's performance is \$ . Overtenant states that Overtenant has received it. Overtenant shall hold the security in accordance with Paragraph of the Over-Lease.
- Agreement to lease and pay rent:
  - 6. Overtenant sublets the premises to you, the Undertenant, for the Term. Overtenant states that it has the authority to do so. You, the Undertenant, agree to pay the Rent and other charges as required in the Sublease. You, the Undertenant, agree to do everything required of you in the Sublease.
- Notices:
  - 7. All notices in the Sublease shall be sent by certified mail. "return receipt requested".
- Subject to:
  - 8. The Sublease is subject to the Over-Lease. It is also subject to any agreement to which the Over-Lease is subject. You, the Undertenant, state that you have read and initialed the Over-Lease and will not violate it in any way.
- Overtenant's duties:
  - 9. The Over-Lease describes the Landlord's duties. The Overtenant is not obligated to perform the Landlord's duties. If the Landlord fails to perform, you, the Undertenant, must send the Overtenant a notice. Upon receipt of the notice, the Overtenant shall then promptly notify the Landlord and demand that the Over-Lease agreements be carried out. The Overtenant shall continue the demands until the Landlord performs.
- Consent:
  - 10. If the Landlord's consent to the Sublease is required, this consent must be received within days from the date of this Sublease. If the Landlord's consent is not received within this time, the Sublease will be void. In such event all parties are automatically released and all payments shall be refunded to you, the Undertenant.
- Adopting the Over-Lease and exceptions:
  - 11. The provisions of the Over-Lease are part of this Sublease. All the provisions of the Over-Lease applying to the Overtenant are binding on you, the Undertenant, except these:
    - a) These numbered paragraphs of the Over-Lease shall not apply:
    - b) These numbered paragraphs of the Over-Lease are changed as follows:

12. This sublease shall not be modified, amended, extended, or assigned without the prior consent of the Landlord. The Undertenant shall not further sublet the apartment without the consent of the Landlord. The Landlord shall have power to terminate such sublease and/or bring a summary proceeding to evict the Undertenant in the name of the Overtenant in the event of a default by the Undertenant in the performance of its obligations under the sublease.

- No authority: 13. You, the Undertenant, have no authority to contact or make any agreement with the Landlord about the premises or the Over-Lease. You, the Undertenant, may not pay rent or other charges to the Landlord, but only to the Overtenant.
- Successors: 14. Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to the rights or take the place of the Overtenant or you, the Undertenant. Examples are an assign, heir, or a legal representative such as an executor of your will or administrator of your estate.
- Changes: 15. This sublease can be changed only by an agreement in writing signed by the parties to the Sublease.
- Signatures:

OVERTENANT:

You, the UNDERTENANT:

Witness:

STATE OF  
On

COUNTY OF

ss.:

before me personally appeared

one known and known to me to be the individual(s) described in and who executed the foregoing Sublease, and duly acknowledged to me that he executed the same.

**GUARANTY OF PAYMENT WHICH IS PART OF THE SUBLEASE**

- Date of Guaranty:
- Guarantor and address:
- Reason for Guaranty: 1. I know that the Overtenant would not rent the premises to the Undertenant unless I guarantee Undertenant's performance. I have also requested the Overtenant to enter into the Sublease with the Undertenant. I have a substantial interest in making sure that the Overtenant rents the premises to the Undertenant.
- Guaranty: 2. The following is my Guaranty:  
I guaranty the full performance of the Sublease by the Undertenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.
- Changes in Sublease have no effect: In addition, I agree to these other terms:  
3. This Guaranty will not be affected by any change in the Sublease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will be binding even if I am not a party to these changes.
- Waiver of notice: 4. I do not have to be informed about any failure of performance by Undertenant. I waive notice of non-payment or nonperformance.
- Performance: 5. If the Undertenant fails to perform under the Sublease, the Overtenant may require me to perform without first demanding that the Undertenant perform.
- Vaiver of jury trial: 6. I give up my right to trial by jury in any claim related to the Sublease or this Guaranty.
- Changes: 7. This Guaranty of payment and performance can be changed only by written agreement signed by all parties to the Sublease and Guaranty.
- Signatures:

WITNESS:

GUARANTOR:



**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 Helle*  
President, Board of Directors

Attest: *Claire Thomas*  
Secretary, Board of Directors

(Corporate Seal)