



# Garthchester Realty

www.GarthchesterRealty.com

440 Mamaroneck Ave., Suite S512  
Harrison, New York 10528  
(914) 725-3600 F:(914) 725-6453

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

## **3777 INDEPENDENCE CORP. RESALE APPLICATION**

### **One (1) Original Copy (NO DOUBLE SIDED OR STAPLED PAGES):**

**Send the completed package to: Garthchester Realty, 440 Mamaroneck Avenue,  
Suite S-512, Harrison NY 10528, Attn: Adele Frutkin**

1. Purchase Summary Sheet (enclosed)
2. Contract of Sale
3. Purchase Application (enclosed)
4. Cooperative Stock Purchase Application Acknowledgement (enclosed)
5. Purchase Summary Sheet (enclosed)
6. Verification of Income – W2 Form or by Accountant’s Certification
7. Federal Income Tax Returns (Two Most Recent Years) or Statement of Net Assets and Liabilities Certified by Accountant
8. Three (3) Personal Letters of Reference (must be signed)
9. Three (3) Professional Letters of Reference (one must be from applicant’s current bank)
10. Letter of Reference from Current Landlord.
11. Credit Authorization Release - Lida Form (one per applicant/occupant over 18 yrs. old)
12. Applicant’s Release Form (enclosed)
13. Pet Rule Acknowledgement Form (enclosed)
14. Alteration Lease Acknowledgement Form (enclosed)
15. **Lead Based Paint Disclosure Forms (enclosed):**

**The disclosure documents must be completed in their entirety and submitted for review with the Board Package. The Board Package will not be sent to the Board of Directors for review unless the Lead Based Paint Disclosure documents are included. NO EXCEPTIONS will be made.**

**Enclosed is a summary of the Lead Based Paint Disclosure Information.**

16. IF FINANCING – 80% Maximum
17. Copy of Loan Application
18. Copy of Commitment Letter
19. **Recognition Agreement- must be “Aztech” form ONLY**

**FEES FROM BUYER:**

**ALL CHECKS MUST BE SEPARATE CERTIFIED BANK CHECKS OR MONEY ORDERS.**

1. Application Processing fee payable to: **GARTHCHESTER REALTY** in the amount of \$450.00 (non-refundable) per person unless it is a married couple.
2. Credit Check fee payable to: **GARTHCHESTER REALTY** in the amount of \$150.00 (non-refundable) per applicant and/or occupant.

**NOTE: Applicants and occupants 18 and over must fill out the enclosed Lida Form for us to run a credit/background report. A clear report must be submitted.**

3. Upon Approval, Bank Certified check or money order for the Move-In Deposit in the amount of \$2,500.00 is required and made payable to: **3777 Independence Corp.** Deposit is refundable after the completion of the move-in process and no damages.

**MOVE-IN/MOVE-OUT INFORMATION**

Move-ins and Move-outs (including the delivery of personal property) are only authorized on Mondays through Fridays, except weekends and holidays, between the hours of 9:00 A.M. and 4:30 P.M. arrangements for either must be made in advance with the management company.

**Closing Procedures:**

Please note when approval of the Board to a proposed sale has been granted the closing should be arranged through the offices of **HIMMELFARB & SHER, LLP (“the Transfer Agent”)**. At least 10 Business days are required in order for the transfer agent to be ready to close the sale. Closing fees will be released after the closing date has been determined.

**TO THE BOARD OF DIRECTORS OF  
3777 INDEPENDENCE CORP.**

**Re: Unit \_\_\_\_\_  
3777 Independence Avenue  
Riverdale, New York**

**I (We) acknowledge that I (We) have been advised that pursuant to the proprietary lease for the captioned unit and specifically article 21 thereof, I (We) may not make any alterations or improvements to the Unit except as authorized by the Proprietary Lease and approved by the corporation, either through its managing agent or the Board of Directors. In connection with any such alterations and/or improvements, the corporation requires that I (We) execute and deliver to the corporation and an alteration agreement in the form satisfactory to the corporation. I (We) agree that we will not perform any alterations or improvements to the Unit without first obtaining the consent of the Corporation and I (We) agree to enter into and comply with all of the terms and conditions of the alteration agreement submitted to me (us) by the Corporation.**

**(Optional)**

**I (We) acknowledge receipt of a copy of the form of the alteration agreement currently adopted by the Corporation.**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**TO THE BOARD OF DIRECTORS OF  
3777 INDEPENDENCE CORP.**

**Re: Unit \_\_\_\_\_  
3777 Independence Avenue  
Riverdale, New York**

**I (We) acknowledge that I (We) have been advised that pursuant to the Proprietary Lease for the captioned Unit, and specifically House Rule (16), no bird or animal may be kept or harbored in 3777 Independence Avenue, Riverdale, New York, without the express written permission of the Board of Directors of 3777 Independence Corp. If permission is granted, I (We) understand that such permission shall be revocable by the Board of Directors.**

**I (We) further understand that the Proprietary Lease is subject to the House Rules, a copy of which House Rules has been furnished to me (us), and that a breach if the House Rules is considered a default under the Proprietary Lease.**

**I (We) hereby represent that I (we) do not have a bird or animal nor do I (we) intend to obtain a bird or animal during the term of my (our) ownership of the Unit and I (We) agree to abide by the House Rules and consent to the enforcement of the House Rules with respect to any occupant of the Unit.**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**3777 INDEPENDENCE CORP.  
3777 Independence Avenue  
Riverdale, New York 10463**

**PURCHASE SUMMARY SHEET**

Purchase Price: \_\_\_\_\_  
Less Down Payment: \_\_\_\_\_  
Terms of Mortgage: \_\_\_\_\_  
    Lender: \_\_\_\_\_  
    Term (or due date): \_\_\_\_\_  
    Annual Percentage Rate: \_\_\_\_\_  
    Monthly Payment: \_\_\_\_\_  
Balance to be paid at closing: \_\_\_\_\_

Special Terms and Conditions (i.e. if mortgage rate will change or vary during the term of the mortgage, give full details):

\_\_\_\_\_  
\_\_\_\_\_

In connection with my purchase of share and leasing of a cooperative apartment, I authorize the procurement of a consumer investigative report by 3777 Independence Corp. I further authorize all credit agencies, banks, lending institutions, current and former employers and other persons to hereby release information that is available to them about me, and, in so doing, I hereby release them from and liability and responsibility.

This authorization, in original or copy form, shall be valid for this and future reports that may be requested within six months.

Applicant understands that the information in this application is essential to determine if applicant is qualified to purchase the above referenced shares, and lease the apartment and that 3777 Independence Corp. is relying upon the truth and accuracy of such information in deciding whether to approve or reject the application.

Applicant acknowledges that this application does not constitute a binding obligation of any kind upon 3777 Independence Corp. 3777 Independence Corp. reserves the right to simultaneously consider more than one application for these shares and this apartment.

\_\_\_\_\_  
Broker

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant's Signature

Application for Resale of Cooperative Apartment

I /WE HEREBY SUBMIT(S) THIS APPLICATION FOR THE PURCHASE OF \_\_\_\_\_ SHARES OF CAPITAL STOCK IN 3777 INDEPENDENCE AVENUE, APT. # \_\_\_\_\_ RIVERDALE, NY 10463, FROM \_\_\_\_\_ (SELLER) \_\_\_\_\_

	Applicant	Spouse or Co-Applicant
Name		
Current Address		
Prior Address		
Telephone		
Social Security No.		
Date of Birth		
Employer		
Address		
Prior Employer		
Address		
Telephone		

Attorney	For Applicant	For Seller
Name		
Address		
Telephone		

APPLICATION FOR COOPERATIVE APARTMENT

Present Owner: \_\_\_\_\_ Apartment: \_\_\_\_\_

Purchase Price: \_\_\_\_\_ Closing Date: \_\_\_\_\_

Attorney for Seller: \_\_\_\_\_

Address and Tel. #: \_\_\_\_\_

Attorney for Purchaser: \_\_\_\_\_

Address and Tel. #: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Home Address: \_\_\_\_\_ Tel. #: \_\_\_\_\_

Social Security #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Employer: \_\_\_\_\_ Nature of Business: \_\_\_\_\_

Title: \_\_\_\_\_

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

Business Tel. #: \_\_\_\_\_

Name of Persons who would occupy apartment: \_\_\_\_\_

Number and ages of children (if any): \_\_\_\_\_

Names of other persons who will occupy apartment: \_\_\_\_\_

Information regarding any pets to be maintained in the apartment:

Special remarks (please give any additional information which may be pertinent of helpful as an indication of the nature of applicant's occupancy) \_\_\_\_\_

COOPERATIVE STOCK PURCHASE APPLICATION ACKNOWLEDGEMENT

To the Board of Directors:

I/We, the undersigned, hereby submit this Application to purchase \_\_\_\_\_ shares of stock in 3777 Independence Corp. and to be given the Proprietary Lease for Apartment \_\_\_\_\_ at 3777 Independence Avenue, Riverdale, New York 10463. I/We hereby understand the following:

1. Pursuant to the authority granted in the Proprietary Lease and By-Laws of this Corporation, the Board of Directors will utilize this application to obtain background information regarding proposed purchasers of the Corporation's Stock.
2. The Board of Directors may require additional information and will require that the applicant(s) appear for a personal interview.
3. The proposed purchase cannot be consummated without the Board's Consent.
4. In no event will the Corporation, the Board of Directors or its agents be responsible for any liabilities or expenses incurred by any applicant(s) whose application is approved or disapproved.
5. While the Board of Directors will attempt to promptly review all applications, the Corporation, the Board of Directors and its agents assume no responsibility, and shall not be liable, for expenses or liabilities resulting from any delay in its review, decision making or scheduling a closing.
6. Falsification of any of the following information or omission of material information here from, may result, without limitation, in denial of the application and/or revocation of the Board of Directors' approval and termination of the Proprietary Lease of the Applicant(s).
7. The undersigned acknowledge(s) that, if this application is approved and if applicant purchases the shares and leases the Apartment, that applicant will not violate any provision of the Proprietary Lease, House Rules or By-Laws.
  - a. The shares of the Corporation's Stock purchased by applicant will not be pledged.
  - b. Structural alterations will not be made to the Apartment leased by applicant.
  - c. The Apartment will not be sublet by applicant.
  - d. Unauthorized persons (as described in the Proprietary Lease) will not be permitted to reside in the apartment.

\_\_\_\_\_  
Broker

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant's Signature



AFFIDAVIT AS TO NET WORTH AND INCOME

(Note if purchase, loan or sublease is being made by more than one person, each applicant must submit an affidavit as to the applicant's net worth and income.)

State of New York    }  
  } s.s.  
County of New York }

\_\_\_\_\_, being duly sworn, deposes and states the following:

I submit herewith a true statement of my assets, liabilities and current net income. I make this affidavit in order to induce the Board of Directors of 3777 Independence Corp. to approve the following:

1. The transfer to me of \_\_\_\_\_ shares of stock of said corporation now owned by \_\_\_\_\_ and the assignment to me of the lease of Apartment \_\_\_\_\_ at 3777 Independence Avenue, Riverdale, New York 10463.
  
2. The borrowing by me of \$ \_\_\_\_\_ on the security of stock of the Apartment Corporation, which now is or hereafter will be owned by me.

\_\_\_\_\_  
Applicant's Signature

Sworn to me this \_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public

Financial Statement  
As of \_\_\_\_\_ 20 \_\_\_\_\_

CONFIDENTIAL

Name: \_\_\_\_\_ Home Address: \_\_\_\_\_

Home Telephone #: \_\_\_\_\_ Age: \_\_\_\_\_ No. of Dependents: \_\_\_\_\_

Age(s) of Dependents: \_\_\_\_\_

Business (name of Employer and Address): \_\_\_\_\_

Position: \_\_\_\_\_ Business Telephone #: \_\_\_\_\_

Years with Employer: \_\_\_\_\_ Gross Face Value of Life Insurance: \_\_\_\_\_

Assets

Assets		Liabilities and Net Worth	
Cash	\$	Notes Payable to Banks Secured	\$
		Unsecured	
U.S. Government securities		Other notes payable	
Other marketable securities		Accounts and bills payable (including credit cards & other installment payments)	
Non-marketable securities		Mortgages payable	
Real Estate – estimated mkt. value (original cost \$ _____)		Unpaid Taxes	
Notes and mortgages		Other Debts (describe briefly)	
Cash Value of life insurance			
Personal property (describe briefly)		<b>TOTAL LIABILITIES</b>	
Other assets (describe briefly)		<b>NET WORTH</b>	
<b>TOTAL ASSETS</b>	<b>\$</b>	<b>TOTAL LIABILITIES AND NET WORTH</b>	<b>\$</b>

Annual Income		Estimate Annual Expenses	
Salary (last year)		Rent or mortgage (include property tax, co-op of condominium maintenance payments, etc.)	
Drawings from partnerships or proprietorships		Alimony/child support	
Other income (describe source)		Life Insurance Payments	
<b>TOTAL ANNUAL INCOME</b>	<b>\$</b>	Tuition Payments	
Estimated income after taxes		All Other	
		<b>TOTAL</b>	<b>\$</b>

Applicants' Release

Re: Building Address: \_\_\_\_\_  
Apartment #: \_\_\_\_\_

The undersigned applicant(s) is (are) submitting an application to purchase/sublease the above referenced apartment.

Applicant has submitted payment for certain fees including but not limited to fees to check applicants' credit and process this application.

Application acknowledges that the application to purchase/sublease the apartment may or may not be approved by the Board of Directors of the Cooperative Corporation owning the building in its sole discretion and that if the application is not approved, no reason for the disapproval needs to be given. Whether the application is approved or not approved certain costs and expenses will be incurred and the fees described above will not be refunded to the applicant(s).

The applicant releases both the cooperative corporation and the managing agent from any liability for the return of these funds incurred in processing the application, and agrees that in the event the applicant seeks recovery of such fees, the applicant shall be liable for all costs and expenses (including attorney's fees) incurred by the cooperative corporation and/or managing agent.

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Applicant

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

**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: \_\_\_\_\_



**LIDA STRATEGIC SOLUTIONS, INC.**

PO BOX 433, OCEANSIDE, NY 11572 (516) 678-4600 (800)-423-0026 FAX (516) 678-4611  
mail@lidacredit.com

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Background Investigation Form/Signed Released

In connection with your recent application with our client, Lida Strategic Solutions, Inc. (LSS) will be conducting a Background Investigation on you. In order to complete this investigation we will require certain information.

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Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ MI: \_\_\_\_\_

Current Address: \_\_\_\_\_

Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Previous Address(Within last seven[7] years): \_\_\_\_\_

Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Date of Birth: \_\_\_\_\_



**LIDA STRATEGIC SOLUTIONS, INC.**

PO BOX 433, OCEANSIDE, NY 11572 (516) 678-4600 (800)-423-0026 FAX (516) 678-4611  
mail@lidacredit.com

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AUTHORIZATION AND RELEASE

Authorization is hereby granted to Lida Strategic Solutions, Inc. (LSS), on behalf of \_\_\_\_\_ to obtain standard factual data needed to complete this background report including but not limited to information regarding my education, employment and criminal history.

Print Name: \_\_\_\_\_

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

Building Address: \_\_\_\_\_  
\_\_\_\_\_

Exhibit B

Apt: \_\_\_\_\_

*COOPERATIVE SALES*

**LEAD WARNING STATEMENT – CONTRACTS OF SALE**

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

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS  
SELLER/PURCHASER**

**Seller's Disclosure**

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

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the Unit and/or common areas (explain)

(ii) \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-base paint hazards in the Unit and/or common areas.

(b) \_\_\_\_\_ Records and reports available to the seller (check (I) or (II) below):

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

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

**Purchaser's Acknowledgment** (purchaser(s) to initial (c) (d) (e) and check either (i) or (ii) below):

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

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

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

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

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

**Agent's (Broker) Acknowledgement (Agent (all Broker) to initial (f) below):**

(f) \_\_\_\_\_ Agent (All Brokers) has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of Agent's (All Brokers) Independent responsibility to ensure compliance.

**Certification of Accuracy**

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

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent (Broker)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agent (Broker)

\_\_\_\_\_  
Date

**3777 INDEPENDENCE CORP.**

**RESIDENT'S MANUAL**

**November 2016**



## **MAINTENANCE PAYMENTS AND LATE CHARGES**

The prompt payment of monthly maintenance charges is important. It is necessary so that the Corporation has an adequate cash flow to pay its operating expenses in a timely manner. In order to ensure prompt payment, the following rules have been established:

1. All payments are due on the 1st of the month **whether or not you receive a bill**; payments must be made by check payable to **3777 Independence Corp.**
2. Payments received by the Managing Agent after the 10th day of the month will be subject to a late fee of \$25 Dollars with \$50.00 with arrears of 1 month or more.
3. All sundry charges that appear on a maintenance bill are considered to be a part of maintenance. These charges must be paid in full and on time to avoid an administrative charge or delinquency fee or penalty charge. No apartment sale or sublet will be considered for approval if payments are not current.
4. A list of fees, approved by the Corporation, can be obtained from the Managing Agent.

## **REPAIRS AND SERVICE REQUESTS**

In order to request maintenance services in your apartment and/or public areas, you are required to see the Superintendent or Handyman of the building and complete a maintenance request form located with the Doorman of the building. If you require further assistance, please contact the Management Office.

As outlined in the Proprietary Lease, maintenance of the common areas (including public halls and stairways) shall be the responsibility of the Corporation. The Corporation is also responsible for window repair and replacement (but not when damage to the windows is the result of actions of the shareholder or his/her employee, agent or guest).

Shareholder shall maintain the interior of the apartment, including interior walls, floors and ceilings, in good repair, shall do all of the painting and decorating required for his/her apartment, including the interior of window frames, sashes and sills, and shall be solely responsible for the maintenance, repair and replacement of plumbing, gas, and heating fixtures and equipment, or refrigerators, dishwashers, air conditioners, ranges and other appliances, as may be in the apartment. Plumbing, gas and heating equipment referred to herein shall include exposed gas, steam and water pipes attached to fixtures, appliances and equipment to which they are attached, and any special pipes or equipment which the Shareholder may install within the wall or ceiling or under the floor. Also the Shareholder shall be solely responsible for the maintenance repair and replacement of all lighting and electrical wiring and conduits from the junction box at the riser into and through the Shareholder's apartment. (Any ventilator or air conditioning device which shall be visible from the outside of the building shall at all times be painted by the Shareholder in a standard color which the Corporation may select for the building)

The Corporation shall be responsible for all windows, windowpanes, exterior window frames, sashes and sills, entrance doors, frames and saddles. The Corporation shall also be responsible for gas, steam, water or other common riser pipes or conduits within the walls, ceilings or floors or heating equipment, which is part of the standard building equipment.

All plumbing repairs undertaken by the Shareholder require prior approval of the Managing Agent. The Corporation will not be financially responsible for any work done, or any work needing to be redone if this approval is not in hand before said work begins.

## **ALTERATION OR RENOVATION OF APARTMENTS**

Alterations may only be undertaken upon the written approval of the Managing Agent. Shareholders wishing approval should contact the Managing Agent about completing the appropriate forms and submitting the detailed alteration plans for approval, including copies of all contracts for the proposed work.

The contracts should include a description of the work to be done, the price, the approximate starting date, and evidence that the contractor or person performing the work has adequate insurance. Such insurance must name **3777 Independence Corp.** and **Garthchester Realty** as additional insured parties.

The performance of any work by or on behalf of a Shareholder in the apartment must be in accordance with all applicable codes, rules, regulations and/or permits. Shareholders must sign a form of Alteration Agreement in favor of the Corporation prior to the commencement of any work. Further, Shareholders will not install any appliance, which will overload the existing wires or equipment in the building.

If proper approval is not received, workmen and supplies will be prohibited from entering the building.

For certain work, a security deposit may be required which will be applied to reimburse the Corporation for any damage or expense it may incur in connection with the work being performed or the complete removal of debris from the premises.

For certain work, contractors may be asked to provide a complete list of materials to be used along with assurance that said materials meets all requirements of the Environmental Protection Agency.

For certain extensive work, an escrow account may be required.

For certain work the Corporation's architect or engineer may have to approve the contractor's plans at the Resident's expense before the Managing Agent can recommend approval to the Board of Directors.

All work will be performed according to the Alteration Agreement.

Upon approval to renovate an apartment, the following rules apply (as noted in the "Alteration Agreement"):

1. Work will only be performed between 9:00 a.m. and 4:30 p.m., Monday through Friday excluding weekends and holidays. This includes construction, plumbing, electrical work (or similar activities); work that involves transportation of supplies; or any work that would otherwise disturb other residents. Evening and early morning work, work over long weekends, holiday vacations, etc. will not be permitted. Work involving noxious odors such as floors and painting may only be performed first thing in the morning at the beginning of the week so the odors may dissipate. In certain cases, and only with the approval of the Superintendent, workmen may be allowed to enter the premises a short time before 9:00 a.m. to prepare for work – again, no actual construction or other disturbing work may begin until 9:00 a.m.
2. Arrangements must be made with the Superintendent at least 36 hours in advance for use of the elevator to transport materials used for the alteration or renovation (as well as the removal of any materials left over from construction).
3. The Shareholder will be responsible for the safe and clean daily removal from the building and its surrounding areas (including sidewalks) of all debris and work materials from the proposed alteration or renovation. Building staff cannot be used for this purpose, and Shareholders will be charged for any costs made by the Corporation in connection with the work. It is recommended that a written agreement with the contractor be made whereby he/she is responsible for carting away all the debris and any other materials not used for the renovation or alteration. An alternative would be to arrange for a private carting service, which is suggested be written into the contract.

At no time should there be evidence of debris from renovation work in the public areas of the building, including the trash rooms on each floor, or on its sidewalks.

4. Access to the work area will be provided to the Managing Agent and/or his/her representative for inspection of the work being done - both on a periodic basis and upon completion of the work. The Shareholder will be given advance notice (at least 24 hours) before any inspection of the premises.
5. Shareholders will be held responsible for any and all damage done to the building's public areas (entrance, elevators, etc.) or to other apartments and any and all cleaning required in connection with the renovation work.

6. Shareholders will be assessed for any damages, cost or other expenses incurred by the Corporation in connection with alterations or repair work initiated by them or on their behalf.

## **SALE OF APARTMENTS**

Shareholders wishing to sell their apartment should contact the Super for the procedures, documents and necessary information required by the Board of Directors. All forms and required information are to be completed fully and accurately by the prospective Purchaser and submitted to the Managing Agent before any consideration of the sale can be made.

Upon receipt of all completed forms and documents, the appropriate credit reviews will be conducted and an interview will be scheduled. (No action will be initiated until all required information is received). In addition, the Board of Directors or duly appointed committee which interviews the prospective purchasers, reserves the right to request any additional documents or information as deemed necessary or appropriate at any time during the review and interview process.

An interview date will be scheduled with prospective Purchasers (and all prospective occupants of the apartment). All interview dates are coordinated by the Managing Agent. Individual Board members should not be contacted by Shareholders. Please leave plenty of time in your negotiating for the setting of an interview date. The Board of Directors reserves full discretion to change interview times or the frequency thereof.

Upon approval of the sale, a closing can be scheduled with the Managing Agent. All closings are held at the offices of the Managing Agent.

All amounts due to the Corporation at closing (e.g. maintenance and all other costs to the date of closing) must be paid by certified or bank check. The seller is responsible for the processing and closing fees charged the Managing Agent in connection with the transfer.

All Shareholders are strongly urged to consult with the Managing Agent as to the timing of the above procedures before agreeing to a scheduled closing date in the sales contract. It is recommended that all sales be made with the advice of legal counsel.

No closing can take place until all procedures are fully carried out and all documentation is properly completed and promptly received by the Managing Agent.

### **No Open Houses permitted.**

## **SUBLETTING OF APARTMENTS**

Since we desire to have a stable tenancy and tenants with a vested interest in building operation as well as a safe and secure building, subletting is currently limited to 1 year at a time with option to renew for an additional year, subject to Board approval at maximum 2 years. Please contact the Managing Agent for procedures.

## **WINDOW GUARDS**

Under Section 131.15 of the New York City Health Code, window guards are required to be installed in apartments where children under the age of eleven (11) reside.

All Shareholders and residents who have children under the age of eleven (11) residing in their apartments must notify the Managing Agent.

## **FIRE SAFETY PLAN**

In accordance with the New York City Fire Department regulations, a fire safety plan must be posted on the inside of each dwelling unit door. Please notify the Managing Agent if you are missing the fire safety plan.

## **MOVING IN AND OUT**

All residents moving in or out of **3777 Independence Avenue** must notify the Managing Agent at least seven (7) days in advance of the scheduled move. In addition, Management will contact the Superintendent at least 48 hours before the move. Failure to do so may result in the elevator not being made available to the Shareholder, Resident or Moving Company. At the time of the move, the Shareholder, Resident or Moving Company will be given instructions on the proper operation of the elevator. All moving in and out must be made through the service entrance.

\*Moving in or out will not be permitted to start until 9:00 a.m. and must be completed by 4:30 p.m., Monday through Friday excluding weekends and holidays.

When moving, the Shareholder or Resident will be held responsible for any damage done to the building, including, but not limited to, the elevator, common areas, and his or her apartment. An inspection of all areas involved will be made by a building representative both before and after the move. It is to the advantage of the Shareholder or Resident to inspect the public spaces of egress involved in the move, both immediately preceding and following the "move", with a building representative (Resident Superintendent or Managing Agent).

Any Shareholder or Resident moving in or out will be required to make a refundable **\$2,500.00 deposit** to the Corporation at least seven days prior to the move. This should be in the form of an official bank check or certified check and should be payable to the Corporation. The total amount will be refundable at the completion of the move, provided that there has been no damage to the building or extra expense incurred. In the event of any damages or additional expenses arising from the move, the deposit will be applied against these expenses and the Shareholder will be billed for any amount in excess of the deposit. If the cost of repairing any damage is less than the move in or out deposit, the balance will be refunded to the Shareholder after the completion of repairs. The Corporation reserves the right to seek damages and reimbursement for additional costs relating to the move from the Shareholders, regardless of whether the cost resulted from the action of the Shareholders or his/her "employees".

## **THE MOVING COMPANY MUST BE LICENSED AND INSURED AND MUST PROVIDE ACCEPTABLE PROOF OF SUCH TO THE MANAGEMENT PRIOR TO THE MOVE**

## **LAUNDRY**

The following is information about the laundry facilities with which all occupants should be familiar:

1. Neither washing machines nor dryers are permitted in apartments.
2. The Laundry Room is for exclusive use of residents.
3. The washers and dryers are commercial machines, but they should not be overloaded. Residents are responsible for instructing domestic help as to the proper use of the equipment.
4. If (a) a machine or your laundry card should fail to operate:
  - a) Notify the Superintendent
  - b) Telephone the service company for reimbursement of lost funds and repair. Be sure to note with whom you talked and when.
5. The company currently contracted to operate the laundry equipment is Hercules Corp.: (800) 526-5760
6. The Laundry Room may be used only during designated hours of 7:00 am to 10:00 pm.
7. Please limit the amount of machines used at one time.
8. Washers, dryers and lint filters should be cleaned after each use.

## **RESIDENT MANAGER (SUPERINTENDENT)**

The Superintendent's office is located in the Basement Level. After business hours, Residents are requested to contact the Doorman at 718 549-2036 or the Managing Agent at 718 796-5022 if there should be an emergency.

Please keep in mind, however, that requests for routine repairs should be made to the Superintendent or Handyman during normal business hours.

## **INSURANCE INFORMATION**

It is strongly recommended that each Shareholder carry the standard insurance policy commonly used for cooperatives. An insurance broker should be consulted so as to tailor the policies to individual needs and so as to obtain broad coverage for possible personal or property damage claims made against individual Tenants/Shareholders. Numerous Insurance Companies provide a co-op policy (a three-in-one policy) that includes fire, theft, and liability insurance. A deductible no greater than \$500.00 per occurrence.

It should also be noted that the Corporation's insurance premiums for the building and grounds are affected dramatically by the claims, settled or unsettled, being leveled against the co-op. Frivolous lawsuits affect us all financially and should be avoided. Conversely, the co-op may benefit from a lack of claims against it.

## **KEYS**

Shareholders are very strongly advised to leave a key with the Superintendent for emergency use. Keys will be coded and placed in a safe box for safekeeping.

Should entry to a Shareholder's apartment become necessary in an emergency, which affects the safety and well being of the building and other Shareholders, and no key is in the safe box, forced entry will be executed at the expense of the aforesaid Shareholder.

[Emergency Form should be attached]

## **PUBLIC HALLS, STAIRWAYS AND WINDOW SILLS**

The public halls and stairways of the building must not be obstructed or used for any purpose other than ingress to or egress from the apartments in the building. No article shall be placed in halls, in stairways or on or in front of doors. Further, no public hall of the building will be decorated or furnished by any occupant in any manner. (See House Rule # 1, 4, 6)

## **REFUSE (GARBAGE) REMOVAL**

All Residents should know the recycling rules that are posted prominently in the recycling area of the building located in each compactor room. All plastic, glass and metal containers should be rinsed and put in the blue plastic recycling bin. Newspapers, magazines, periodicals and flattened boxes should be placed neatly in the clearly marked area. All wet garbage should be bagged and thrown down the chute. Disposal of large items, such as furniture, mattresses, etc. should be accomplished by making arrangement with maintenance staff.

**IT IS IMPORTANT THAT THESE PROCEDURES BE FOLLOWED SCRUPULOUSLY BY EVERYBODY IN ORDER TO CONTROL ROACHES, PREVENT FIRES, AND AVOID POTENTIAL HEALTH HAZARDS.**

## **NOISE, DISTURBANCES**

No Resident will make or permit any disturbing noises to be made in the building or do or permit anything to be done therein, which will interfere with the rights, comfort, convenience or quiet enjoyment of other Residents. **(Additionally, see House Rules #5.)**

## **SIGNS AND NOTICES**

No sign, notice, advertisement or illumination will be allowed on or at any window or other part of the building.

Under no circumstances are "outsiders" (political organizations, retail stores, guests) allowed to post bulletins or notices on walls or to distribute flyers under doors. The only exception to this policy is notices from the Managing Agent, The Apartment Corporation or the Board of Directors.

## **ANTENNA**

No radio, television aerial or satellite dish will be attached to or hung from the exterior of the building. A cable system for TV reception currently exists in the building.

## **FLOOR COVERING REQUIREMENT**

The floors of each apartment must be covered with rugs or carpeting or equally effective noise reducing material, to the extent of at least 80 percent of the common walking areas of each room except kitchens, pantries, bathrooms and closets. Decorative carpeting under the bed or dining table is not considered coverage of common walking areas. This must be performed within (30) thirty days of moving in. In the event a complaint is made regarding the noise emanating from your apartment, the representative of the building must be provided access to inspect for adequate floor coverings.

## **PUBLIC SALES AND EXHIBITIONS**

No group tour or exhibition of any apartment or its contents will be conducted, nor will any auction sale, tag sale, or other public access sale be held in any apartment without the expressed consent of the Board of Directors.

## **SECURITY OF THE BUILDING**

All doors (front and side) must be locked at all times.

a. If you are coming into or going out of the building, do not hold the door for or admit anyone you do not know.

## **BUILDING FIRE SAFETY**

Smoke and Carbon Monoxide alarms have been installed in apartments and should be kept fully operable by installing fresh batteries as per the manufacture's specifications. Batteries are the responsibility of the Resident.

All hallways, stairwells and exits must be kept clear at **all** times. Residents are not allowed to place any items in these areas. It is a violation of the **law** to have these areas obstructed for even a short period of time.

## **FIRE EMERGENCY PROCEDURES**

The following information has been provided by the New York City Fire Department in its publication on "Hi-Rise Fire Safety."

### **DO'S:**

<b>CALL</b>	the Fire Department if you smell smoke or see a fire.
<b>CLOSE</b>	all doors behind you.
<b>FEEL</b>	the door; if it's hot, <b>DON'T OPEN IT.</b>
<b>STAY LOW</b>	in heavy smoke or heat conditions - if possible near an open window.
<b>WALK</b>	quickly, <b>DON'T RUN</b> , to your nearest smoke-free stairway or fire escape and travel downward.

### **DON'TS:**

<b>DON'T</b>	use elevators as exits.
<b>DON'T</b>	stand in hallways.
<b>DON'T</b>	use dead-end corridors.
<b>DON'T</b>	panic - be aware of potential crowd panic.
<b>DON'T</b>	fight a fire alone.
<b>DON'T</b>	turn back for personal belongings - you may not get a second chance to leave.

### **If trapped on a Floor:**

Stay low near an open window. Close all doors between you and the fire. Keep smoke out by using wet sheets and towels around doors. Signal for help by using the telephone to communicate your situation and location. Use judgment in opening windows. Close them if smoke enters.

**TO NOTIFY THE FIRE DEPARTMENT, USE THE TELEPHONE AND DIAL "911" OR "665-2200."**

### **PETS**

Are not permitted to be kept or harbored in the building. (See also House Rule # 12.)

## HOUSE RULES

1. The public halls, stairways and lobby of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building. Use of the lobby shall be limited to ingress and egress. It shall not be used for social purposes, unless approved by the Board of Directors.
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 lobby, public halls, courts, driveway, parking lot, stairways and elevators, or on the roof of the building.
4. No decoration of public space or placing of any objects in hallways is permitted.
5. No Lessee shall make or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall play any musical instrument or permit to be operated a stereo or radio or television loud speaker in such Lessee's apartment between the hours of 11:00 o'clock p.m. and the following 8:00 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 – such work will not be permitted on legal holidays, holiday vacations when tenants are expected to be home on vacation and only between the hours of 9:00 o'clock a.m. and 5:00 o'clock p.m.
6. The floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material, to the extent of at least 80 percent of the floor area of each room except kitchens, pantries, bathrooms and closets. Decorative Carpeting under the bed or dining table is not considered coverage of common walking areas. This must be performed within (30) thirty days of moving in. If requested, access must be provided to the building representative to inspect for compliance.
7. No article, such as doormats, umbrellas, shoes or rubber boots, shall be placed in the halls or on the staircase landings or elevators, nor shall anything be hung or shaken from the doors, windows or roofs or placed upon the windowsills or ledges in the building. No bicycles, scooters, strollers, baby carriages or other wheeled items shall be allowed to stand in public halls, passageways, areas of courts of the building. Anything left outside an apartment is subject to removal by building personnel.
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 Board of Directors or the Managing Agent.
9. Messengers and trades people shall use such means of entrance and exit as shall be designated by the Board of Directors or the Managing Agent.
10. Except for U.P.S. or other small parcels, supermarket and food deliveries, all other items of every kind must be delivered only at the service entrance to the building.
11. No resident shall hire or utilize the services of any building employee for private business during that employee's workday.
12. No bird or animal shall be kept or harbored in the building unless the same in each instance is expressly permitted in writing by the Board of Directors or the Managing Agent; such permission shall be revocable by the Board of Directors or Managing Agent in their sole discretion, at anytime. In no event shall any animal be permitted in any of the public portions of the building unless carried or on a leash. No pigeons or other birds or animals shall be fed from the windows, in the yard, court spaces or other public portions of the building, or on the sidewalk or street adjacent to the building. (All pets must be leashed at all times and walked through the service entrance of the building only).
13. No radio, television aerial or satellite dish shall be attached to or hung from the exterior of the building.



14. No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale or tag sale be held in any apartment without written consent of the Board or its Managing Agent. Rules for these events must be obtained from the Managing Agent. Resident is responsible for strict adherence to said rules.
15. Residents shall keep the windows of their apartments clean and covered by white or by off white blinds or shades as deemed acceptable by the Board of Directors. In case of refusal or neglect of a resident during 10 days after a notice in writing from the Managing Agent or the Board of Directors to clean windows, such cleaning may be done by the Managing Agent and/or the Board of Directors, which shall have the rights, by its officers or authorized agents, to enter the apartment for the purpose of cleaning the windows and to charge the cost of such cleaning to the Resident/Shareholder.
16. Complaints and questions regarding the service of the building shall be made in writing to the Managing Agent.
17. The Managing Agent, and any contractor or workman authorized by said agent, 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 repair plumbing, electrical, or any other building equipment or to control or exterminate any vermin, insects or other pests and for the purpose of taking any measures deemed necessary.
18. The use of clothes-washing machines and dryers within individual apartment are prohibited.
19. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors. Any consent or approval given under these House Rules by said Board of Directors or its Managing Agent shall be revocable at any time.

The Resident's Manual and the House Rules apply to all Shareholders and Tenants. If administrative or legal fees are incurred in the enforcement of any rule, the Shareholder and/or Resident will be charged accordingly.

\_\_\_\_\_  
NAME

\_\_\_\_\_  
APT #

\_\_\_\_\_  
DATE

**PLEASE NOTE THE FOLLOWING:**

**The front lawn of the building, alongside the garage, has been designated a quiet sitting area for residents use. Please refrain from ball playing and loud noise.**

**The far side of the lawn, on the 239<sup>th</sup> street side, has been designated for use as a children's garden. Planting, tending and harvesting activities are scheduled by a committee. No unsupervised children should be in the planting area. For further information please ask the doorman for the committee contacts.**

## **Smoking Policy**

**3777 INDEPENDENCE CORP.**

**ADOPTED AS OF: June 1, 2018**

**Purpose: The Board of Directors of 3777 Independence Corp. (the "Corporation") hereby adopts the policy below with respect to smoking in and around the building and property owned by the Corporation with an address at 3777 Independence Avenue, Riverdale, NY 10463.**

**For the purposes of this policy:**

**1. The term "smoking" includes, but is not limited to, inhaling, exhaling, burning, carrying or creating any smoke from any lighted cigar, cigarette, pipe, or any form of lighted object or device, including E-cigarettes (vaping) or any other electronic cigarette or device or any other lighted tobacco, plant product or synthetic product intended for inhalation or any other items or materials that may be smoked, whether such substance is a legal substance or an illegal substance.**

**2. The term "Common Areas" means the entire property owned by the Corporation, except for the individual apartments, but including, without limitation, all areas of the lobby, recreation or multi-purpose rooms, hallways, laundry rooms, stairs and staircases, elevators, terraces or balconies appurtenant to apartments (except if any such terrace or balcony is incorporated into the apartment as an interior space), roof areas, fitness and exercise rooms, children's playrooms, playgrounds, sidewalks adjacent to the Corporation's building and property, any garage or parking areas (whether indoor or outdoor) owned by the Corporation, rear yard areas and grass, landscaped and garden areas on and around the Corporation's property.**

### **The Smoking Policy:**

**A. Smoking is prohibited in all Common Areas within the interior of the Corporation's building and on the Corporation's property outside the Building, and as required by all applicable laws. No shareholder or occupant of the building shall smoke, or permit smoking by any occupant, agent, tenant, business invitee, guest, friend or family member in any Common**

**Areas whatsoever nor shall smoking be permitted in any manner outside of the window frame of any window. It is noted that any such smoking in Common Areas, is also a violation of applicable New York Law.**

**B. Smoking of a legal substance within an apartment is permitted, although discouraged as a policy matter. Any smoking in an apartment is subject to the prohibitions and restrictions contained in the Corporation's Proprietary Lease and House Rules which restrict shareholders from causing or permitting unreasonable odors from emanating from their apartments and or from causing or creating or permitting a nuisance to other Corporation residents of the building.**

**C. All shareholders are required by law to provide to prospective buyers or subtenants of their apartments with a copy of this Smoking Policy and a copy must be annexed to any contract of sale or sublease of an apartment.**

**D. The Board of Directors has and maintains the authority and power to enact rules and regulations which it deems necessary to enforce this Smoking Policy, in accordance with the applicable provisions of the Proprietary Lease and House Rules.**