

www.GarthchesterRealty.com

440 Mamaroneck Ave., Suite S 512 Harrison, New York 10528 (914) 725-3600 F: (914) 725-6453 98-20 Metropolitan Ave., Suite 1 Forest Hills, New York 11375 (718) 544-0800

## 750 Kappock Apartments Corp. SALE REQUIREMENTS FOR BOARD APPROVAL

Please note: 8 copies <u>plus</u> the original (9) of all papers are to be submitted to Garthchester Realty, 440 Mamaroneck Avenue, Suite 512, Mamaroneck, NY 10528. All copies must be collated AND each category <u>stapled</u> for each individual sets and in the same order listed below for submission to the Board of the Directors. Incomplete packages will not be processed and returned. <u>NO DOUBLE SIDED COPIES!</u>

#### Contract of Sale, Application and Financial Information:

- Contract of Sale, fully executed
- Purchase application (use enclosed form)
- If purchase is to be financed, bank should provide:
  - A copy of the commitment letter and a copy of the Bank Loan Application (Fully executed)
  - Three original recognition agreements signed by a bank officer <u>AZTECH FORM ONLY</u>
- Financial Statement Asset and Liability Statement and Yearly Income and Expense Statement (use enclosed form) *Please provide supporting documentation (statements)*
- Copies of the last two years 1040 tax returns complete with W-2 forms
- Statement from the applicant(s) explaining in details the source of funds for the purchase of apartment.
- Letter from employer on company letterhead stating position, annual salary and length of employment plus (2) weeks of most recent pay stubs.
- Resume

#### **Reference Letters:**

- Reference letter from Landlord or Managing Agent (must provide three (3) months of most recent cashed rent checks)
- Two (2) letters of professional references for each applicant
- Two (2) letters of personal reference for each applicant

#### Forms to be either completed and/or signed: (Forms included with this package)

- Credit Release Authorization
- Emergency contact form
- Lead Paint Disclosure Form to be signed by seller, purchaser, and broker if not included with contract of sale

#### *Forms to be signed at closing:* (Forms will be provided at closing)

- Window Guard Rider
- Move-In and Move-Out Procedures and Fees
- Proof of Bed Bug Inspection (From Seller)

#### SALES REQUIREMENTS 750 Kappock Street, Riverdale

<u>If there is a Guarantor(s)</u>: Please submit the following information for the Guarantor(s) with the applicant(s) application package. \*Please contact our office for the Guarantor Application\*

- Purchase Application
- Financial Statement Asset and Liability Statement and Yearly Income and Expense/Projected Monthly Cash Flow Statement (use enclosed form) *Please attach supporting documentation (statements)*
- Copies of the last two years 1040 tax returns complete with W-2 forms
- Letter from employer stating position and annual salary, a name to verify, and telephone number
- Credit release authorization

#### **NON- REFUNDABLE FEES TO BE SUBMITTED WITH APPLICATION:** (Only Certified/Bank check or Money Order accepted, paid by applicant(s))

- Application Processing Fee: \$450.00 payable to Garthchester Realty
- Credit/Background Report Fee:\$150/person to Garthchester Realty
- Application Processing Fee: \$350 payable to 750 Kappock Apartments Corp.(Unmarried couples are subject to \$900.00 processing fee)
- Please note that 75% financing is permitted.

PART I

DATE:	
DATE:	

TO:

I (We) hereby request the Board of Directors of Corp. to approve an assignment of the proprietary lease for Apartment No. \_\_\_\_\_\_ at 750 Kappock Street and the sale of \_\_\_\_\_\_ shares to the applicant named below in Part II. I (We) warrant that the purchase price stated in the contract of sale provided herewith is the total price being paid in connection with the sale of shares and/or the apartment, its fixtures, its improvements, and its contents.

Seller's Signature

Seller's Signature

Home Telephone Number

*Note: The seller must sign this before submitting the application to the management. Otherwise the application will not be process.* 

PART II

1.	Applicant's Name:
2.	Date of Birth:
3.	Social Security:
	Home Address:
5.	Home Telephone Number:
6.	Name and Address of Employer (provide verification letter from employer):
	Business Telephone Number:
	Occupation:
9.	Co-Applicant's Name:
10.	Co-Applicant's Date of Birth:
11.	Co-Applicant's Social Security:
12.	Co-Applicant's Home Address:
13.	Co-Applicant's Home Telephone Number:
	Name & Address of Co-Applicant's Employer (provide verification letter from ployer):
15.	Co-Applicant's Business Telephone Number:
16.	Co-Applicant's Occupation:

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**17. Estimated Annual Income from Occupation(s):** 

Applicant:	\$			
Co-Applicant:	\$			
From all other sources:	\$			
Total:	\$			
18. Will you live in the apartment	as your primary residence? _			
19. When will you move in?				
20. Do you intend to use the apartment to any extent for professional or business purposes?				
If so, state full details:				
21. Applicant's family consists of: (If there are any children, give ages.)				
22. Please list name, relationship and age of each person who will reside with you in the apartment:				

Name	<b>Relationship</b>	Age

**23. Financial References:** 

List two references – provide documentation:

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24. Present Landlord:

	Name:		
	Address:		
	Dates of Occupancy:	From:	to
	Rent:		
25. 1	Previous Landlord (if at pro	esent residence less t	han five years):
	Name:		
	Dates of Occupancy:	From:	to
**P	lease have landlord referen		
26. 1	Personal References:		
1.	Name:		
2.	Name:		
	Address:		
3.	Name:		
	Address:		
**P]	lease have reference letters	included in package	**
27. l nam		esently residing at 7	50 Kappock Street please list their
20	Cohoola and a llagar attack	ad ha ann <sup>12</sup> 4	analiaant and manh
	Schools and colleges attend s and degree in each case:	ed by applicant, co-	applicant and members of family. *List

29. Address of all additional residences owned or leased:
30. Are any pets to be maintained in the apartment? If the answer is yes, indicate number and kind:
31. List exact name or names in which shares are to be owned and lease to apartment is to be issued:
32. Applicant's Attorney's Name:
33. Real Estate Agent's Name:
Address:
Telephone Number:
Real Estate Agent/Broker's Fee:
34. Do you intend to do any renovations or make any improvements in the apartment? If so please state general nature and approximate cost.
35. How do you intend to pay for the apartment?
36. If you intend to finance part of the purchase price with a loan, please state lender, amount of loan, and monthly payment.
37. Are you party to any litigation? If so, please state the circumstances.

38. Have you ever been sued for not paying a bill? If so, state the circumstances.

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

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

41. Have you ever been turned down for a loan or a credit card? If so, please explain.

43. List total estimated monthly payments for apartment for first year (including maintenance, co-op loan, utilities) and total sources of estimated monthly income.

**Estimated Monthly Payments:** 

**Estimated Monthly Income:** 

44. Will you have homeowners insurance as of the date of the closing?

45. Please list amount of life insurance.

Applicant: \_\_\_\_\_Co-Applicant: \_\_\_\_\_

46. Please list weekly benefit of disability insurance.

Applicant: \_\_\_\_\_Co-Applicant: \_\_\_\_\_

#### BALANCE SHEET AT THE LAST DAY OF MONTH IMMEDIATELY PRECEEDING DATE OF APPLICATION

1.	ASSETS CASH	\$
2.	CHECKING ACCOUNTS	\$
3.	SAVINGS ACCOUNTS, MONEY FUNDS	\$
4.	TOTAL CASH, BANKS AND MONEY FUNDS	\$
5.	MARKETABLE SECURITES (furnish cover sheet showing balance of most recent statement for any major account)	\$
6.	LIFE INSURANCE NET CASH (list below)	\$
7.	SUBTOTAL LIQUID ASSETS	\$
8.	NON-MARKETABLE SECURITIES (list below)	\$
9.	REAL ESTATE OWNED (list below)	\$
10	VESTED INTEREST IN RETIREMENT FUND	\$
11	NET WORK OF BUISNESS OWNED	\$
12	AUTOMOBILES/PLEASURE BOATS (list below)	\$
13	MARKET VALUE OF FURNITURE & PERSONAL PROPERTY	\$
14	NOTES RECEIVABLE	\$
15.	OTHER ASSETS (explain below)	\$
16	TOTAL ASSETS (explain below)	\$

**\*\*Please number explanatory material to correspond to numbers on the statement under the notes section**\*\*

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#### BALANCE SHEET AT THE LAST DAY OF MONTH IMMEDIATELY PRECEEDING DATE OF APPLICATION

LIABILITIES		
17. INSTALLMENT DEBT PAYABLE (list below)	\$	
18. OTHER UNSECURED LOANS (list below)	\$	
19. REAL ESTATE LOANS & MORTGAGES (list below)	\$	
20. AUTOMOBILE /BOAT LOANS (list below)	\$	
21. OTHER SECURED LOANS (list below)	\$	
22. OTHER LIABILITIES (explain below)	\$	
23. TOTAL LIABILITIES	\$	
24. NET WORTH (assets minus liabilities)	\$	

\*\*NOTES\*\*

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#### ESTIMATED BALANCE SHEET AT THE LAST DAY OF MONTH FOLLOWING CLOSING ON APARTMENT

<u>ASSETS</u>			
1.	CASH	\$	
2.	CHECKING ACCOUNTS	\$	
3.	SAVINGS ACCOUNTS, MONEY FUNDS	\$	
4.	TOTAL CASH, BANKS AND MONEY FUNDS	\$	
5.	MARKETABLE SECURITES (furnish cover sheet showing balance of most recent statement for any major account)	\$	
6.	LIFE INSURANCE NET CASH (list below)	\$	
7.	SUBTOTAL LIQUID ASSETS	\$	
8.	NON-MARKETABLE SECURITIES (list below)	\$	
9.	<b>REAL ESTATE OWNED (list below)</b>	\$	
10.	VESTED INTEREST IN RETIREMENT FUND	\$	
11.	NET WORK OF BUISNESS OWNED	\$	
12.	AUTOMOBILES/PLEASURE BOATS (list below)	\$	
13.	MARKET VALUE OF FURNITURE & PERSONAL PROPERTY	\$	
14.	NOTES RECEIVABLE	\$	
15.	OTHER ASSETS (explain below)	\$	
16.	TOTAL ASSETS (explain below)	\$	

**\*\*Please number explanatory material to correspond to numbers on the statement under the notes section**\*\*

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#### ESTIMATED BALANCE SHEET AT THE LAST DAY OF MONTH FOLLOWING CLOSING ON APARTMENT

LIABILITIES		
17. INSTALLMENT DEBT PAYABLE (list below)	\$	
18. OTHER UNSECURED LOANS (list below)	\$	
19. REAL ESTATE LOANS & MORTGAGES (list below)	\$	
20. AUTOMOBILE /BOAT LOANS (list below)	\$	
21. OTHER SECURED LOANS (list below)	\$	
22. OTHER LIABILITIES (explain below)	\$	
23. TOTAL LIABILITIES	\$	
24. NET WORTH (assets minus liabilities)	\$	

\*\*NOTES\*\*

#### PROJECTED MONTHLY CASH FLOW STATEMENT

- A. MONTHLY INFLOW
  - 1. Net monthly salary (Supply latest two consecutive paystubs):
  - 2. Self-employed income (If more than 10% above 1/12 IRS statement, explain below):
  - 3. Dividends and interest (Reference asset from latest quarterly statement):
  - 4. Rental income, if any (Reference real estate #9 and submit signed lease copy):
  - 5. Other monthly income (Specify below, and provide documentation if not already provided):
  - 6. TOTAL MONTHLY INFLOW: \$\_\_\_\_\_

- B. MONTHLY OUTFLOW
  - 1. Monthly maintenance on new apartment:
  - 2. Monthly Mortgage payment:
  - 3. Monthly Assessment:
  - 4. Monthly utilities: gas, electric, phone:
  - 5. If owner of other property (Page 8) Monthly Maintenance:
  - 6. Garage:
  - 7. Estimated living expenses:
  - 8. Other liabilities (Reference liabilities balance sheet and divide by 1/12):
  - 9. TOTAL MONTHLY OUTFLOW: \$\_\_\_\_\_\_

# IF TOTAL MONTHLY OUTFLOW (B9) IS GREATER THAN TOTAL MONTHLY INFLOW (A6), PLEASE EXPLAIN BEOW HOW DEFICIT WILL BE MET:

**Applicant's Signature** 

Date

Note: If apartment for purchase or sublet involves co-applicant, complete two addendums making appropriate adjustments in maintenance and mortgage.

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I (We) represent(s) that the above statements and accompanying exhibits are true and correct. Verification may be obtained from any source named in the statements.

The undersigned Applicant(s) understand(s) that the consent of 750 Kappock Apartments Corp. is required for the proposed transfer of the proprietary lease and that the Board of Directors will rely on the information furnished above. It is also understood that the information requested is essential to the application because of the desire of the Cooperative to maintain a compatible group of residents in the building and to maintain the financial stability of the building. The Applicant(s) also agree to meet in person with representatives of the corporation. The Applicant(s) understand(s) that the cooperative corporation reserves the right to request further information.

750 Kappock Apartments Corp. its officers, agents and representatives, Board of Directors, and shareholders, shall have no liability with respect to any matter or concerning any act of the proposed Seller in connection with any contract contemplated herein. The Corporation and its agents make no representation with respect to the value of the stock or the proprietary lease of the individual apartment involved, nor any representation regarding the financial condition for the corporation or any recommendation to the prospective Purchaser with respect to the advisability of the purchase.

Applicant's Signature

**Co-Applicant's Signature** 

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



mail@lidacredit.com

#### 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.

Last Name:	First Nam	e:	MI:
Current Address:			
Town:	State:	Zip Code:	
Previous Address(Within last seven[7]	years):		
Town:	State:	Zip Code:	
Social Security Number:	<u></u> I	Date of Birth:	



mail@lidacredit.com

#### 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: \_\_\_\_\_

## 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:		

## **EMERGENCY CONTACT FORM**

HOME NUMBER		
*between the hours of*	and	
WORK NUMBER		
*between the hours of*	and	
ALTERNATE ADDRES	SS	
EMERGENCY CONTA	СТ	
Name:		
Relationship:		
Address:		
Phone:		
*between the hours of *	and	

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

#### 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.
- 2. Children shall not play in the lobby, public halls, laundry room, stairways, landscaped grounds, and elevators, or on the roof of the building.
- 3. No recreational activities are allowed on the landscaped grounds.
- 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 upon or suffer to be played upon any musical instrument or permit to be operated a stereo, radio or television in such Lessee's apartment between the hours of 11:00 o'clock pm and the following 8:00 o'clock am if the same shall disturb or annoy other occupants of the building. No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 9:00 o'clock am and 5:00 o'clock pm.
- 6. Unless expressly authorized by the Managing Agent, the floors of each apartment must be covered with rugs or carpeting including proper matting or equally effective noise-reducing material, to the extent of at least 80 percent of the floor of each room except kitchens, pantries, bathrooms and closets.
- 7. No article, such as doormats, umbrellas, shoes, rubber boots, or sleds shall be placed in the halls or on the staircase landings or elevators, nor shall anything be hung or shaken from the doors, windows, terraces, balconies or roofs or placed upon the window sills or ledges of the building. No bicycles, scooters, strollers, baby carriages or other wheeled items shall be allowed to stand in the halls, passageways, or other public areas of the building. Anything left outside an apartment is subject to removal by building personnel.
- 8. Building notices shall be exhibited on building bulletin boards. Nothing shall be taped or adhered to apartment doors. Decorations in public areas are the sole prerogative of the Board of Directors.
- 9. All apartments are considered to be used for private dwellings only, except for those specified as professional apartments in the certificate of occupancy.
- 10. Messengers and tradespeople shall use such means of ingress and egress as shall be designated by the board or the managing agent.
- 11. Except for posted parcels and food deliveries, all other items of every kind must be delivered through the service entrance to the building.

- 12. Compactor rooms must be kept empty of all non-recyclable garbage and refuse except for newspapers and recycling bins. All non-recyclable garbage must be disposed of in compacting chutes in tied plastic bags. If non-recyclable garbage or refuse does not fit down the chutes, it must be brought down to the main compactor room in the basement. All corrugated boxes should be collapsed and taken to the basement compactor room.
- 13. No resident shall hire or utilize the services of any building employee for private business during that employee's workday.
- 14. All pets must be curbed off our property and must be kept off the landscaped grounds. Dogs must be kept on a short leash at all times when out of the owner's apartment and in the public areas of the cooperative.

Pets are not to be left on terraces unattended. No pets are permitted in the laundry room. Clean up of pets' accidents in a public area is the responsibility of the caretaker. Damages caused by pets to property and/or persons are the sole responsibility of the pet owner who shall pay for damages caused by the pet.

Hired dog walkers will be permitted to enter or exit the building with one dog at a time using the Kappock Street exit only.

- 15. No vehicle belonging to a resident or to a member of the family or guest, subtenant, or employee of a resident shall be parked in such a manner as to impede or prevent ready access to the entrance of the building by another vehicle.
- 16. Vehicles shall not idle in front of the building or be left unattended. Delivery vehicles are permitted as long as they are not blocking other vehicles.
- 17. 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 and its managing agent. Rules for these events must be obtained from the managing agent. Resident is responsible for strict adherence to said rules.
- 18. Complaints and questions regarding the service of the building shall be made in writing to the managing agent with a copy sent to the board.
- 19. No charcoal or gas barbecue grill or cooking fire of any kind is permitted on any terrace. Use of such equipment violates existing fire laws.
- 20. The managing agent, and any other 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 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 managing agent takes measures to control or exterminate said vermin, the cost thereof shall be payable by the resident.
- 21. The use of clothes washing machines within individual apartments is prohibited.
- 22. Terrace enclosures are permitted as long as they conform to Co-op's engineering plans. The terrace floor must be accessible for inspection.

- 23. Plants are allowed on terraces as long as they are hung inside the railing. They must be carefully maintained to prevent moisture damage to terrace floor. Painting of terrace walls is not permitted.
- 24. All residents and shareholders must retain homeowner's insurance to protect themselves and their apartment.
- 25. The top of the garage is not a public area, and no use thereof of any kind whatsoever is to be made by tenants or others (except for the designated portions of the roof that form a part of the terrace area assigned to apartments # 101 and # 115 respectively). Tenants shall be responsible that their children, guests and others comply fully with this rule.
- 26. No bicycles, scooters, roller blades, in line skates etc. are permitted in the lobby. Persons using this type of wheeled sports equipment shall enter and exit through the Kappock Street exit on the garage level.
- 27. All cars belonging to garage space owners must exhibit a decal and have car's description registered with the Agent. (see Garage Rules)
- 28. Anyone defacing the building or its contents will be held responsible for the repair or replacement of such property.
- 29. Shareholders have the right to sublet their apartments for one year with Board approval, provided they had resided in the apartment for at least two years prior to such sublet. At the end of the year, the Board of Directors will decide whether to extend the sublet for one additional year. A monthly sublet fee equal to 10% of the rent charged will be charged to the shareholder. If the lessee sublets and should default in the payment of any rent, the lessor shall receive from the subtenant the rent due. Sublettors are prohibited from having dogs. Shareholders who sublet their apartment must supply the equivalent of three months maintenance as a security deposit prior to the beginning of the sublease.
- 30. Shareholders should leave a copy of their apartment keys with the Superintendent who will place them in a special "Lock-Box". If the shareholder does not comply, he or she will be responsible for any damage done to the apartment door in order to gain entry in an emergency.
- 31. Residents of apartments are restricted to ownership of no more than one dog.
- 32. No radio or television aerial, satellite dish, etc. shall be attached to or hung from the exterior of the building.
- 33. A \$175 document fee is charged for items such as replacing a lost stock certificate, name changes, refinancing, alteration agreements, sublets, etc.
- 34. The Coop is not responsible for any package or other items held by building personnel. Stickers are placed on the mailboxes for those tenants receiving packages.
- 35. Members of the Board of Directors must be resident shareholders.
- 36. Elevator number two (next to Apartment #101) has been designated as a "service elevator" for all construction material, move-ins, furniture delivery etc.

- 37. The carts in the laundry room are to be used only in that designated area. They are <u>not</u> to be removed from the room.
- 38. Residents should not feed squirrels, birds or any other wild animals from window sills, terraces, and other public areas since it can create health problems for other residents in the building.
- 39. Access to the roof is not permitted.
- 40. All residents must subscribe to Cablevision under the current contract.
- 41. Resolved, that, except as otherwise provided in paragraph 38 of the Proprietary Lease, no Lessee shall be permitted to transfer or assign an apartment unless such Lessee shall first have physically resided in that apartment for a period of not less than one (1) year.
- 42. The Board of Directors may impose appropriate penalties for violation of any of these House Rules, including reimbursement of expenses incurred.
- 43. Failure to pay any fee required under rules promulgated by the Board of Directors results in a lien on the shares allocable to that apartment.
- 44. Only an individual or individual (s) or a trust created by shareholder (s) can be owners of shares in the cooperative.
- 45. If residents fall behind in apartment maintenance for one month, they will be subject to losing their bin rental.
- 46. 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 shall be revocable at any time.

#### GARAGE RULES

- 1. Each owner has registered one car for each space owned. If the registered car needs to be repaired and a replacement car needs to be used, a temporary decal will be issued. Notify the attendant.
- 2. All cars must have numbered decals. If a new decal is needed, please notify the manager of the garage. If a new car has been purchased, a new registration form must be completed so that a new decal can be issued.
- 3. Keys for all cars must be held by the garage attendants.
- 4. Upper level owners who voluntarily move to the lower level forfeit their rights to upper level parking.
- 5. The owner is responsible for the total monthly garage bill including the monthly surcharge for upper level parking, regardless of whether spot is sub-leased.
- 6. When a garage space owner's automatic door opener malfunctions so that the owner is unable to drive into the garage, the space owner must notify the doorman who will identify the owner as a resident and direct garage personnel to open the garage door.
- 7. To enhance security, residents who arrange for guest parking must notify the doorman in advance of the anticipated time of arrival. Guests should first drive to the front of the building and announce themselves to the doorman. The doorman will notify the garage personnel who will then open the garage door.
- 8. Only guests of residents wishing to park overnight will be limited to space availability and not to exceed three cars. Daytime visitor parking is allowed. Rates determined by Garage Manager.
- 9. Only garage space owners shall be in the possession of an automatic garage door opener. If his or her space is sublet, the owner will provide his opener to the sublessee.
- 10. **The Corporation shall not be responsible for any damage to any automobile.** Persons parking in the garage shall hold harmless the Corporation and any employees for any injury or damage to person or property as well as for the loss, theft or damage to any property. Any loss should be claimed against the person's personal insurance carrier.
- 11. Only four (4) wheeled motor vehicles are allowed.
- 12. Non-residents are not permitted to sublet or own a space in the garage.
- 13. Car washes are available to lower garage space owners at a cost set by the manager. On upper level, only the registered car will be washed. All car washing is done only by the attendant.
- 14. A special sublease form is available from the Managing Agent for any garage space owner who wishes to sublease his or her space. A monthly garage sublet fee will be charged to the owner. The Managing Agent will maintain a list of names of those interested in subleasing or purchasing a garage space.

- 15. All cars parked in the garage must be in an operable condition.
- 16. Lower garage space owners are not to park their cars in the center when a space along the wall is available.
- 17. After October 1, 2011, and thereafter, all new residents will be subject to regulation of dimensions of garaged vehicles. Vehicles whose length is in excess of 197 inches and or width in excess of 75 inches will be subject to \$50.00 per month surcharge. All existing over sized vehicles are grandfathered. Any vehicles registered after October 1, 2011 will be subject to the new regulations and surcharge.
- 18. Any unauthorized automobile or other vehicle parked in the garage will be towed without notice and the cost billed to the Leasee.

## 750 KAPPOCK STREET CORP.

### RECYCLING-TRASH DISPOSAL PROCEDURES FOR COMPACTOR ROOMS

GREY CONTAINERS MIXED PAPERS	BLUE CONTAINERS RINSE CLEAN: METAL, GLASS & PLASTIC	SINK PRINTED MATERIAL
***YES*** Paper and envelopes, junk mail, bills, wrapping paper, paper bags, smooth cardboard, white or colored paper	***YES*** Milk & juice cartons, Plastic & glass bottles, Metal cans, Aluminum foil wrap & trays (cleaned) Small household metal items	***YES*** Soft cover books, Newspapers, magazines, catalogues and telephone books
***NO*** Soiled paper cups and plates, Napkins, paper towels or tissues, plastic or waxed-coated paper	***NO*** Styrofoam food containers, plastic bags, wrap, utensils, plates, cups, and window glass	*** <b>NO</b> *** Hardcover books