



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

*Please note: 7 copies plus the original (8) 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 stapled 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. **NO DOUBLE SIDED COPIES!***

### ***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  
**AZTECH FORM ONLY**
- 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)

**If there is a Guarantor(s): 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 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: \_\_\_\_\_

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: \_\_\_\_\_

4. Home Address: \_\_\_\_\_

\_\_\_\_\_

5. Home Telephone Number: \_\_\_\_\_

6. Name and Address of Employer (provide verification letter from employer):

\_\_\_\_\_

\_\_\_\_\_

7. Business Telephone Number: \_\_\_\_\_

8. 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: \_\_\_\_\_

14. Name & Address of Co-Applicant's Employer (provide verification letter from employer):

\_\_\_\_\_

\_\_\_\_\_

15. Co-Applicant's Business Telephone Number: \_\_\_\_\_

16. Co-Applicant's Occupation: \_\_\_\_\_

**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:**

<u>Name</u>	<u>Relationship</u>	<u>Age</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**23. Financial References:**

**List two references – provide documentation:**

1. **Name:** \_\_\_\_\_

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

2. **Name:** \_\_\_\_\_

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

**24. Present Landlord:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Dates of Occupancy:        From: \_\_\_\_\_ to \_\_\_\_\_  
Rent: \_\_\_\_\_

**25. Previous Landlord (if at present residence less than five years):**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Dates of Occupancy:        From: \_\_\_\_\_ to \_\_\_\_\_  
Rent: \_\_\_\_\_

**\*\*Please have landlord reference letter included in package\*\***

**26. Personal References:**

1.    Name: \_\_\_\_\_  
      Address: \_\_\_\_\_
  
2.    Name: \_\_\_\_\_  
      Address: \_\_\_\_\_
  
3.    Name: \_\_\_\_\_  
      Address: \_\_\_\_\_

**\*\*Please have reference letters included in package\*\***

**27. If you know any persons presently residing at 750 Kappock Street please list their names:** \_\_\_\_\_  
\_\_\_\_\_

**28. Schools and colleges attended by applicant, co-applicant and members of family. \*List class and degree in each case:**

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

**29. Address of all additional residences owned or leased:** \_\_\_\_\_

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**30. Are any pets to be maintained in the apartment?** \_\_\_\_\_

**If the answer is yes, indicate number and kind:** \_\_\_\_\_

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**31. List exact name or names in which shares are to be owned and lease to apartment is to be issued:** \_\_\_\_\_

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**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.** \_\_\_\_\_

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**35. How do you intend to pay for the apartment?**

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**36. If you intend to finance part of the purchase price with a loan, please state lender, amount of loan, and monthly payment.** \_\_\_\_\_

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**37. Are you party to any litigation? If so, please state the circumstances.**

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

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

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

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

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**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:**

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**Estimated Monthly Income:**

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**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 PRECEDING  
DATE OF APPLICATION**

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<u>ASSETS</u>		
1. CASH		\$ _____
2. CHECKING ACCOUNTS		\$ _____
3. SAVINGS ACCOUNTS, MONEY FUNDS		\$ _____
4. TOTAL CASH, BANKS AND MONEY FUNDS		\$ _____
5. MARKETABLE SECURITIES (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 BUSINESS 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\*\***

**BALANCE SHEET AT THE LAST DAY OF MONTH IMMEDIATELY PRECEDING  
DATE OF APPLICATION**

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**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\*\***

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

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<u>ASSETS</u>		
1. CASH		\$ _____
2. CHECKING ACCOUNTS		\$ _____
3. SAVINGS ACCOUNTS, MONEY FUNDS		\$ _____
4. TOTAL CASH, BANKS AND MONEY FUNDS		\$ _____
5. MARKETABLE SECURITIES (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 BUSINESS 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\*\***

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

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**LIABILITIES**

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

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

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

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**Applicant's Signature**

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**Date**

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

**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.**

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**Applicant's Signature**

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**Co-Applicant's Signature**

**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 ADDRESS

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

## EMERGENCY CONTACT

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-based 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

# 750 KAPPOCK APT. CORP.

## HOUSE RULES

### USE OF COMMON AREAS

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, gym, or 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 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 windowsills 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.
6. 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.
7. Messengers and tradespeople shall use such means of ingress and egress as shall be designated by the board or the managing agent.
8. Except for posted parcels and restaurant deliveries, all other items of every kind, including bulk deliveries, must be delivered through the service entrance to the building.
9. 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.
10. All cars belonging to garage space owners must exhibit a decal and have car's description registered with the Agent and Garage Manager (see Garage Rules).
11. 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.
12. 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.

13. All persons using bicycles, scooters, roller blades/in-line skates must walk them through the lobby in an orderly fashion. Small children using the above vehicles must be supervised by a responsible adult (parent, grandparent, babysitter etc). Any damage to property will be the responsibility of the appropriate tenant.
14. Anyone defacing the building, or its contents will be held responsible for the repair or replacement of such property.
15. No radio or television aerial, satellite dish, etc. shall be attached to or hung from the exterior of the building.
16. Elevator number two (next to Apartment #101) has been designated as a "service elevator" for all construction material, move-ins, furniture delivery etc.
17. The carts in the laundry room are to be used only in that designated area. They are **NOT** to be removed from the room.
18. The roof is off limits to all persons except for authorized personnel or in emergencies.
19. All pets must be curbed off of our property and must be kept off the landscaped areas. Dogs must be kept on a short leash at all times when out of the owner's apartment and on the property of the cooperative. Pet owners must take special care when walking their pet through the front entrance. 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. Excessive dog barking is not permitted.
20. Smoking is not allowed in common areas of the building nor on the outside property.
21. No Lithium-ion battery powered bicycles (e-bikes), scooters (e-scooters), hover-boards or similar lithium-ion battery powered personal transportation or mobility devices of their batteries may be kept, stored, or charged in any of the building grounds, garages, or apartments of 750 Kappock Apt Corp.

## **USE OF APARTMENTS**

1. All apartments are considered to be used for private dwellings only, except for those specified as professional apartments in the certificate of occupancy.
2. 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.
3. 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.

4. 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.
5. 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.
6. The use of clothes washing machines within individual apartments is prohibited.
7. 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.

#### **SHAREHOLDER RESPONSIBILITIES**

1. All residents and shareholders must retain homeowner's insurance to protect themselves and their apartment.
2. No resident shall hire or utilize the services of any building employee for private business during that employee's workday.
3. 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. Subletters 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.
4. Shareholders should leave a copy of their apartment keys with the Superintendent who will place them in a special "Lockbox". 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.
5. Residents should not feed squirrels, birds or any other wild animals from windowsills, terraces, and other public areas since it can create health problems for other residents in the building.
6. Residents of apartments are restricted to ownership of no more than one dog at a time.

7. 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.
8. Only an individual or individual (s) or an irrevocable trust created by shareholder (s) can be owners of shares in the cooperative.
9. If residents fall behind in apartment maintenance for one month, they will be subject to losing their storage bin rental and bike hook.
10. The Coop is not responsible for any package or other items held by building personnel. Notification will be through Building Links and on screen in Lobby. However, stickers are placed on the mailboxes for those tenants without computer access, receiving packages.

## **TERRACES**

1. 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.
2. No new terrace enclosures are permitted. The terrace floor must be accessible for inspection. Terrace enclosures are the responsibility of residents. Maintenance of the balcony railing, and slab are the responsibility of the building.
3. 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.
4. Per NYC Ordinance: Smoking is never allowed on balconies or terraces. Cigarette or cigar butts must never be tossed out of a window or over a balcony or terrace.

## **BOARD OF DIRECTORS**

1. Members of the Board of Directors must be resident shareholders in good standing, residing on premises  $\geq$  9 months/year, and without legal action against the cooperative. No board member may be more than 30 days in arrears.
2. The Board of Directors may impose appropriate penalties for violation of any of these House Rules, including reimbursement of expenses incurred.
3. 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.
4. A \$175 document fee is collected for reissuing of lost stock certificate, name changes, refinancing, alteration agreements, etc.
5. **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.**

At this time, the Board of Directors have voted on instituting the following fine structure. This was done after careful consideration as there have been numerous house rule violations over the last few months. These fines bring us in line with comparably sized Coops in Riverdale and will be enforced starting immediately.

<b>Infraction</b>	<b>1st time</b>	<b>2nd Time</b>	<b>3rd Time</b>	<b>Thereafter</b>
Dogs off leash anywhere in or on property	Warning Letter	\$100	\$300	\$500
Dogs urinating or defecating anywhere in or on property	Warning Letter, plus any cost to remedy damage	\$150	\$300	\$500
Hoteling of apartments	1 month maintenance	1 Month Maintenance, termination Proprietary Lease	N/A	N/A
Improper disposal of trash, including leaving large boxes in Chute area and foods or beverages in Recycle Bins	Warning Letter	\$25	\$50	\$100

## **750 KAPPOCK APT. CORP. 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, the garage manager must be notified, with details of temporary car (make, model, license plate number).
2. All cars must be registered and 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 (and can be obtained from garage manager) 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. Guests of residents wishing to park overnight will be limited to space availability. Daytime visitor parking is allowed. Daytime rates are \$3.00 for first hour, \$2.00 for each subsequent hour. Overnight rates \$ 15.00.
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.** Person's 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. A sublease form is available from the Superintendent for any garage space owner who wishes to sublease his or her space. A monthly garage sublet fee will be charged to the owner. As of 2019, this fee is \$40 per month of sublet.
14. All cars parked in the garage must be in an operable condition.
15. Lower garage space owners are not to park their cars in the center when a space along the wall is available.
16. As of 2019, new vehicles whose length is in excess of 197 inches and or width in excess of 75 inches will not be permitted. Vehicles exceeding this size that were registered prior to 2019 are subject to \$50.00 per month surcharge.
17. Any unauthorized automobile or other vehicle parked in the garage will be towed without notice and the cost billed to the Lessee.
18. Pick-up trucks are not permitted.
19. The Garage 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.





# Garthchester Realty

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Date: March 24, 2023  
To: All Residents, 750 Kappock  
From: Mark Syku, Garthchester Realty  
Re: E-Bikes & E-Scooters

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Due to concerns with fire safety issues which impact the safety and well-being of all shareholders and residents, the Board has adopted a new House Rule banning certain lithium-ion devices, effective March 31, 2023. We have done so because of the growing evidence of the dangers these devices pose.

There has been a recent increase in apartment fires causing property damage and, sadly, death to tenants in multi-family dwellings in New York City caused by electric bikes and scooters with lithium-ion batteries. In response to this, Fordham University, Pace University, New York University, and Columbia University have all banned e-bikes on their campuses. In addition, a real estate company specializing in high-end rentals, Glenwood Management, has announced that it is amending its leases to prohibit keeping or charging e-bikes in their buildings.

The House Rule banning these devices is below:

## **LITHIUM-ION BATTERY POWERED DEVICES**

The Board of Directors has serious concerns with fire safety issues and has banned certain lithium-ion battery devices. No lithium-ion powered scooters (e-scooters), bicycles (e-bikes), hover boards or other similar lithium-ion battery powered personal transportation or mobility devices or their batteries may be kept, stored or charged in any of the buildings, garages, grounds or apartments of 750 Kappock Apt. Corp.

If the situation with these batteries and e-bikes improves, the Board will, as we often do, revisit this issue. Thank you in advance for adhering to this House Rule.

Thank you for your attention to this matter.



**750 KAPPOCK STREET CORP.**

**RECYCLING-TRASH DISPOSAL PROCEDURES  
FOR COMPACTOR ROOMS**

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