



# Garthchester Realty

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

## COLCHESTER OWNERS INC.

(rev. 9/2022)

### APPLICATION FOR PURCHASE

Return to: Garthchester Realty  
440 Mamaroneck Ave., S-512  
Mamaroneck, NY 10528

#### INSTRUCTIONS

1. Please complete all sections of the application. If a section is not applicable to you, so state.
2. Purchaser must provide **one (1)** copy of the following documents prior to the Board considering the application. ***Please do not bind, staple or print double-sided. Applicants are responsible to make sure all documents submitted are legible.***
  - a. fully completed application with all attached forms signed.
  - b. a signed copy of your last two (2) years Federal tax returns with all schedules attached. Also a copy of all W-2's submitted with the tax return, as well as last two pay stubs.
  - c. copies of latest bank statements.
  - d. two (2) personal letters of reference and two (2) professional letters of reference for each applicant.
  - e. letter of reference from your present employer stating annual salary and length of employment.
  - f. letter of reference from current landlord or managing agent.
  - g. all applicants should submit a resume with no more than 10 years of job history.
  - h. fully executed contract of sale, together with any riders thereto.
  - i. a copy of your bank mortgage commitment if financing is being obtained.

*The information and forms provided on this website are subject to change and may, therefore, not be the most current versions. Accordingly, users of this site are advised to check the date of the forms to make sure it is the most current. Garthchester Realty hereby disclaims responsibility for the reliance by any users of this site on the information contained herein without independent verification of its accuracy.*

3. The application, documents and a non-refundable application fee, payable to Garthchester Realty, in the sum of Four Hundred and Fifty (\$450.00) Dollars **plus** One Hundred-Fifty (\$150.00) Dollars per person (for a credit/background check) and One Hundred (\$100.00) Dollars per non-owner individual, over 18 years of age, who will be residing in the apartment, as relevant. These fees must accompany your application and are non-refundable.
4. A non-refundable administrative fee, payable to Colchester Owners, Inc., in the sum of Four Hundred (\$400.00) Dollars must accompany your application.
5. The Board reserves the right to request additional information prior to considering your application.
6. By submitting this application for the Board's consideration, you are representing that all statements contained therein are true to the best of your knowledge and are authorizing the Board to verify all statements, including the Board obtaining a current credit report.
7. Where there is more than one purchaser, the information requested is to be answered by all purchasers.
8. The purchaser(s) and all persons to reside at the residence will be required to attend a personal interview with the members of the Admissions Committee of the Board of Directors prior to the committee's moving on the application.

**\*NO APPLICATIONS ACCEPTED ON FRIDAYS AFTER 12PM.**

# **COLCHESTER OWNERS INC.**

## **APPLICATION TO PURCHASE SHARES OF THE CORPORATION**

### **NOTICE**

Article II of Chapter 700 of the Laws of Westchester County, known as the Westchester County Fair Housing Law, prohibits discrimination in housing accommodations on the basis of a person or persons' actual or perceived race, color, religion, age, national origin, alienage or citizenship status, ethnicity, familial status, creed, gender, sexual orientation, marital status, disability, source of income, or status as a victim of domestic violence, sexual abuse, or stalking.

Section 700.21-a of the Westchester County Fair Housing Law governs applications to purchase shares of stock in cooperative housing corporations, and applies to this application. Under this section, the cooperative housing corporation is required to comply with the following deadlines:

1. Within fifteen days of the receipt of this application, the cooperative housing corporation must either acknowledge that it has received a complete application, or shall notify you of any defect in the application.
2. If you are notified of any defect in the application, within fifteen days of the receipt of the corrected application the cooperative housing corporation must either acknowledge that it has received a complete application, or shall notify you any defect in the application.
3. Within sixty days of receipt of a complete application, the cooperative housing corporation must approve or deny your application, and provide written notice thereof.
4. If your application is denied, the cooperative housing corporation is required to provide notice to the Westchester County Human Rights Commission, including your contact information.

# **COLCHESTER OWNERS INC.**

## **SUGGESTED MINIMUM REQUIREMENTS**

THE FOLLOWING CRITERIA ARE ONLY SOME OF THE FACTORS THE BOARD TAKES INTO CONSIDERATION WHEN REVIEWING APPLICATIONS. THIS IS NOT A COMPLETE LIST. IN REACHING A DECISION, THE WEIGHT GIVEN BY THE BOARD TO EACH OF THE CRITERIA MAY VARY

### Financial Criteria Guidelines

1. Preferred Minimum Income: Total monthly mortgage & maintenance multiplied by thirty-six (36).
2. Preferred Minimum Post Closing Assets/Liquidity: Twenty-four (24) months of total monthly expenses.
3. Preferred Minimum Credit Score: 700
4. Preferred Maximum Debt/Income Ratio: 36% of Total monthly debt obligations, as detailed on page 10 under Monthly Revolving/Outstanding Debt.
5. Preferred Maximum Amount Financed: 80%

### Notes:

- Coop Usage: Residential only, no commercial business use allowed.
- Coop Occupancy: Shareholder occupied only.
- For ALL applicants: provide all INCOME including: social security, disability, monthly pension, and 401K/IRA distributions, etc.
- Applicants must disclose all liabilities.
- Multiple residences/properties: If after purchase of this apartment you will own or rent more than one residence or property, provide a full expense list for each property, as detailed on page 11.
- All student loan information is considered part of this application, regardless of current loan status.
- Clear background check required for all owners and individuals, 18 and over, residing in apartment.

UNIT BEING PURCHASED \_\_\_\_\_ SHARES \_\_\_\_\_

MONTHLY MAINTENANCE \_\_\_\_\_

PARTIES INVOLVED IN THE PURCHASE OF THE APARTMENT

Purchaser \_\_\_\_\_

Name

Name \_\_\_\_\_

Soc. Sec. No.

Soc. Sec. No.

Present Address

Present Address

Telephone No. (home/cell)

Telephone No. (home/cell) \_\_\_\_\_

Telephone No. (business)

Telephone No. (business) \_\_\_\_\_

AUTOMOBILES OWNED:

Type \_\_\_\_\_

| Year | 1994 | 1995 | 1996 | 1997 | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028 | 2029 | 2030 | 2031 | 2032 | 2033 | 2034 | 2035 | 2036 | 2037 | 2038 | 2039 | 2040 | 2041 | 2042 | 2043 | 2044 | 2045 | 2046 | 2047 | 2048 | 2049 | 2050 | 2051 | 2052 | 2053 | 2054 | 2055 | 2056 | 2057 | 2058 | 2059 | 2060 | 2061 | 2062 | 2063 | 2064 | 2065 | 2066 | 2067 | 2068 | 2069 | 2070 | 2071 | 2072 | 2073 | 2074 | 2075 | 2076 | 2077 | 2078 | 2079 | 2080 | 2081 | 2082 | 2083 | 2084 | 2085 | 2086 | 2087 | 2088 | 2089 | 2090 | 2091 | 2092 | 2093 | 2094 | 2095 | 2096 | 2097 | 2098 | 2099 |
|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|

Model \_\_\_\_\_

Plate No./State \_\_\_\_\_

DO YOU OWN A PET? (Y/N) \_\_\_\_\_ TYPE \_\_\_\_\_

(DOG MUST BE BROUGHT TO INTERVIEW)

PURCHASER'S ATTORNEY

### Attorney Responsible

Name of Law Firm

Telephone Number

## Address

PARTIES INVOLVED IN THE PURCHASE OF THE APARTMENT

SELLER(s)

\_\_\_\_\_  
Name of Seller

\_\_\_\_\_  
Name of Co-Seller

\_\_\_\_\_  
Address of Seller

\_\_\_\_\_  
Address of Co-Seller

\_\_\_\_\_  
Telephone No. of Seller

\_\_\_\_\_  
Telephone No. of Co-Seller

SELLER(S) ' ATTORNEY

\_\_\_\_\_  
Attorney Responsible

\_\_\_\_\_  
Name of Law Firm

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

SELLER(S) " REAL ESTATE BROKER

\_\_\_\_\_  
Agent Responsible

\_\_\_\_\_  
Name of Real Estate Firm

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

PURCHASER(S) ' REAL ESTATE BROKER

\_\_\_\_\_  
Agent Responsible

\_\_\_\_\_  
Name of Real Estate Firm

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Address

Purchase Price. . . . .  
Payment on Contract . . . . .  
Balance Due at Closing. . . . .

FINANCING (Maximum 80% financing permitted)

Amount. . . . .  
Name of Lending Institution . . . . .  
Address of Lending Insitution . . . . .

Name of Representative of Lending  
Institution Responsible for Application

Telephone Number of Lending Institution

STATE THE SOURCE OF ANY FUNDS USED IN THE PURCHASE OF THE  
APARTMENT OTHER THAN YOUR OWN PERSONAL FUNDS OR THE FUNDS TO BE  
OBTAINED FROM THE LENDING INSTITUTION SET FORTH ABOVE.



PERSONAL INFORMATION

Please set forth the name(s) and relationship(s) to the purchaser(s) of all individuals expected to occupy the apartment. With respect to minor children only, please set forth their present age(s).

| <u>NAME</u> | <u>RELATIONSHIP</u> | <u>AGE</u><br><u>(MINOR CHILDREN)</u> |
|-------------|---------------------|---------------------------------------|
| _____       | _____               | _____                                 |
| _____       | _____               | _____                                 |
| _____       | _____               | _____                                 |
| _____       | _____               | _____                                 |

UNLESS EXPRESSLY WAIVED BY THE CORPORATION'S BOARD OF DIRECTORS IN WRITING, ALL INDIVIDUALS EXPECTED TO OCCUPY THE APARTMENT MUST BE PRESENT AT THE PROSPECTIVE PURCHASER(S) INTERVIEW WITH THE CORPORATION'S BOARD OF DIRECTORS.

IF PURCHASER HAS INCLUDED AN APPLICATION FOR A DOG, THE DOG MUST BE BROUGHT TO THE INTERVIEW.

EMPLOYMENT

PURCHASER

CO-PURCHASER

\_\_\_\_\_  
Name of Employer

\_\_\_\_\_  
Name of Employer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Position or Title

\_\_\_\_\_  
Position or Title

\_\_\_\_\_  
Number of Years Employed

\_\_\_\_\_  
Number of Years Employed

\_\_\_\_\_  
Annual Gross Wages

\_\_\_\_\_  
Annual Gross Wages

\_\_\_\_\_  
Additional Income\*

\_\_\_\_\_  
Additional Income\*

\_\_\_\_\_  
Supervisor's Name

\_\_\_\_\_  
Supervisor's Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Telephone Number

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

# PERSONAL TOTAL ASSETS/LIABILITIES

| ASSETS   | APPLICANT<br>1 | APPLICANT<br>2 |
|--|----------------|----------------|
| Cash Deposit for this Transaction                      |                |                |
| Savings/Money Market/Checking                          |                |                |
| IRA/Retirement Savings                                 |                |                |
| Securities   |                |                |
| Real Estate Owned<br>(must include proof of ownership) |                |                |
| Other Financial Assets                                 |                |                |
| <b>TOTAL ASSETS</b>                                    |                |                |

  

| LIABILITIES   |  |  |
|---|--|--|
| Credit Cards/Installment Loans                                    |  |  |
| Auto Loans/Leases   |  |  |
| Mortgage/Co-op Loans  |  |  |
| Student Loans (even if deferred,<br>include supporting documents) |  |  |
| <b>TOTAL LIABILITIES</b>  |  |  |

Evidence of all assets stated above for consideration must be submitted and all boxes must be filled in. If not applicable, enter 0.

## ASSETS SUMMARY

Please list all accounts that add up to the total balances shown on page 9.

List them in the same order of the back up evidence included with this application.

| Financial Institution Name       | Account Balance |
|----------------------------------|-----------------|
| Example: JP Morgan Chase Savings | 10,000          |
| 1. _____                         |                 |
| 2. _____                         |                 |
| 3. _____                         |                 |
| 4. _____                         |                 |
| 5. _____                         |                 |
| 6. _____                         |                 |
| 7. _____                         |                 |
| 8. _____                         |                 |
| 9. _____                         |                 |
| 10. _____                        |                 |
| 11. _____                        |                 |
| 12. _____                        |                 |
| 13. _____                        |                 |
| 14. _____                        |                 |
| 15. _____                        |                 |
| 16. _____                        |                 |

## MONTHLY INCOME & EXPENSE STATEMENT

| MONTHLY INCOME  | APPLICANT<br>1 | APPLICANT<br>2 |
|---|----------------|----------------|
| Must include pay stubs to verify income   |                |                |
| Gross Monthly Wages   |                |                |
| Gross Monthly Other Income (including social security, disability, monthly pension, 401K/IRA distributions, etc.) |                |                |
| Alimony/Child Support Income  |                |                |
| <b>TOTAL MONTHLY INCOME</b>   |                |                |

### MONTHLY REVOLVING/ OUTSTANDING DEBT Information will be verified by credit report

|  |  |  |
|--|--|--|
| Credit Cards   |  |  |
| Auto Loans/Leases  |  |  |
| Projected Monthly Maintenance (This Purchase)  |  |  |
| Mortgage Payments (this purchase and any other ongoing mortgages/maintenance)                  |  |  |
| Tuition/Student Loans (include monthly payment even if deferred, include supporting documents) |  |  |
| Alimony/Child Support Payments   |  |  |
| Liens/Judgements/Other Debt  |  |  |
| <b>TOTAL MONTHLY DEBT</b>  |  |  |

### MONTHLY EXPENSES Include all current or anticipated expenses for both applicants

|  |  |  |
|--|--|--|
| Commutation/Travel Expenses  |  |  |
| Utilities (phone/cell/cable/electric/gas)                            |  |  |
| Insurance (home/auto/health)   |  |  |
| Other Monthly Expenses (i.e. memberships, food, entertainment, rent) |  |  |
| <b>TOTAL MONTHLY EXPENSES</b>  |  |  |

## MONTHLY INCOME & EXPENSE STATEMENT (cont. from page 10)

**Multiple Residences/Properties:** If after purchase of this apartment you will own or rent **more than one** residence or property, provide a separate sheet of paper with the following information in column format with totals:

List individually **all** expenses (expressed as monthly) related to each **additional** property including mortgages, rent, maintenance or common charges, all taxes such as property and school taxes, gas, electricity, oil, insurances, cable/streaming and internet charges, and general maintenance such as property upkeep and other, as relevant.

Also provide the same information for the Colchester coop, for which you are applying, on page 10 on the appropriate expense lines.

- 
1. Are you obligated to pay alimony, child support or separation maintenance? \_\_\_\_\_
  2. Are you a party to any lawsuit? \_\_\_\_\_
  3. Has an eviction proceeding been brought against you within the past five (5) years? \_\_\_\_\_
  4. Have you filed for bankruptcy, had your assets attached or your salary garnished within the past five (5) years? \_\_\_\_\_
  5. Are there any outstanding judgements or liens against you? \_\_\_\_\_

If you answered YES to any of the five preceding questions, please provide details on a separate sheet of paper.

I certify statements made in this application have been examined by me and to the best of my knowledge and belief are true, correct and complete. I have no objection to inquiries to any person or institution being made for the purpose of verifying the facts herein stated. I understand that the filing of this application does not in any way bind the Cooperative Corporation to consent to the assignment of this apartment to me.

---

Purchaser's Signature

---

Date

---

Co-Purchaser's Signature

---

Date

# COMPLETE ONE PER APPLICANT

## 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 1681ET 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:

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Colchester Owners Inc.

Re: Apt. # \_\_\_\_\_

I/we have read the Proprietary Lease of Colchester Owners Inc. and will abide by all the rules and regulations as set forth. Additionally, any apartment construction/renovation plans will be submitted to the cooperative's managing agent for approval prior to the commencement of any work.

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

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

**MOVING PROCEDURES**  
**COLCHESTER OWNERS INC.**

Please be advised that move-ins or move-outs are permitted from 9:00am to 6:00pm  
Monday – Friday only.

**THERE WILL BE NO MOVE-INS/MOVE-OUTS ON  
WEEKENDS OR HOLIDAYS**

All moves must be scheduled with the superintendent at least 2 weeks in advance of  
the move in date. His telephone number is (914) 713-3414.

A moving deposit of \$500 is required. Failure to schedule a move-in/move-out date  
will result in forfeiture of the moving deposit. Any damage that occurs will result in  
the forfeiture of the move in deposit.

Additionally, a \$2,000 deposit is required for move-ins. This will be deposited by the  
managing agent and returned only after it is determined that the carpet  
requirements have been met.

I have read and understand the about moving procedures

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

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

**COLCHESTER OWNERS INC.**

**SMOKING RULES**

**Smoking is prohibited in units for leases signed after April 15, 2022.** This includes but is not limited to: cigarettes, e-cigarettes or similar types of devices that emit smoke, cigars, marijuana, or other substances that have an odor. Shareholders whose leases were signed before April 15, 2022, retain the right to smoke in their apartments provided that odors shall not permeate public spaces or neighboring residents. Shareholders are encouraged to smoke outdoors away from Colchester property and may not blow smoke outside windows that may infringe on other residents.

In addition, all existing smoking and odor rules for indoor and outdoor public spaces at The Colchester apply as listed in the most recent Colchester House Rules.

I/we have read and understand the above smoking rules.

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Signature, Applicant 1

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Signature, Applicant 2

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



# Garthchester Realty

## How to Make Monthly Maintenance Payments:

### (1) ACH, E-Check or Credit Card via our website:

Payments via the website - [www.garthchesterrealty.com](http://www.garthchesterrealty.com) - will require you to register and setup an online user profile. You will need to input your **Resident Account Number**. *The statement sample below indicates how to locate your Resident Account Number.* (an administrative fee will be charged for credit card payments)

### (2) Bill Pay Account via Your Bank:

Please note the bill payment service provided by your bank produces a manual check that is sent directly to NCB's lockbox at the address below. *Please initiate the payment 3-5 days prior to the due date to ensure the payment will be processed in a timely manner. Please indicate your Resident Account Number on the memo line (Ex.XX/XX).*

### (3) Mail a Check payable to:

**Name of Property**  
Garthchester Realty  
PO Box 5089  
White Plains, NY 10602-5089

## SAMPLE STATEMENT & ACCOUNT etc.

BOB SMITH  
123 MAIN STREET #1D  
SCARSDALE, NY 10583



|             |          |
|-------------|----------|
| DATE        | 07/01/15 |
| ACCOUNT NO. | XX/XX    |
| AMOUNT DUE  | \$654.87 |

Please Remit Payment To:

GARTHCHESTER REALTY  
P.O. BOX 5089  
WHITE PLAINS, NY 10602-5089

Make Check Payable To:

NAME OF PROPERTY

07130313104000000 0 090116 0065487 000 0

*Please note with cut backs at the United States Postal Service (USPS) any payments sent after business hours on Friday or anytime during the weekend or holidays will not be picked up until the following business day. In addition any documents in transit may not be delivered during that same period. Payments by paper check or bill pay service may experience delayed arrival. Normal business days for USPS delivery are Monday through Friday except for Holidays. Banking and financial services provided by National Cooperative Bank, N.A. Member FDIC.*



Garthchester Realty

# Receiving your monthly invoices **just got easier**



## Register for eBills

### **Simplify your life... Go paperless**

Receive your invoice online:

- View current invoices
- Review past invoices anytime
- Update your email

### **Register just once at: [www.garthchesterrealty.com](http://www.garthchesterrealty.com)**

1. Click on the 'Go Paperless and then Register' button
2. Complete the registration form (you will need the WebReg# from your invoice)
3. Click the 'Create your account' button
4. You will receive an email shortly thereafter requiring you to click on the 'Complete your activation' button to finish the process

It couldn't be easier! Simply visit [www.garthchesterrealty.com](http://www.garthchesterrealty.com) to register

\* Registrations after the 18th of the month may take effect the following month

## Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

### Lead Warning Statement

*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.*

### Seller's Disclosure

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

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

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

(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 housing (list documents below).

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

### Purchaser's Acknowledgment (initial)

(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 Acknowledgment (initial)

(f) \_\_\_\_\_ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

### Certification of Accuracy

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

|                    |               |                    |               |
|--------------------|---------------|--------------------|---------------|
| _____<br>Seller    | _____<br>Date | _____<br>Seller    | _____<br>Date |
| _____<br>Purchaser | _____<br>Date | _____<br>Purchaser | _____<br>Date |
| _____<br>Agent     | _____<br>Date | _____<br>Agent     | _____<br>Date |





# Protect Your Family From Lead in Your Home



United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

June 2017

## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

1

## Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Lead Gets into the Body in Many Ways

### Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### Lead is especially dangerous to children under the age of 6.

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



### Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

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## Health Effects of Lead

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to lead can cause:

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



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

## Check Your Family for Lead

**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.



## Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A **lead-based paint inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## What You Can Do Now to Protect Your Family

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

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

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## Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

## Reducing Lead Hazards

**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.



## Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

## Other Sources of Lead

### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800-424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

\* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

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## Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

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## Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- **Old toys and furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.\*
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

\* In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

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## For More Information

### The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call 1-800-424-LEAD (5323).

### EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call 1-800-426-4791, or visit [epa.gov/safewater](http://epa.gov/safewater) for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call 1-800-638-2772, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at 1-800-424-LEAD.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at 1-800-877-8339.

## Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

## U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/offices/lead/](http://hud.gov/offices/lead/)

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U. S. EPA Washington DC 20460  
U. S. CPSC Bethesda MD 20814  
U. S. HUD Washington DC 20410

EPA-747-K-12-001  
June 2017

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## U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)  
Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)  
Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)  
Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)  
Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)  
Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-7836

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)  
Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)  
Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
WWPD/TOPE  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)  
Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)  
Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)  
Regional Lead Contact  
U.S. EPA Region 10  
Solid Waste & Toxics Unit (WCM-128)  
1200 Sixth Avenue, Suite 900  
Seattle, WA 98101  
(206) 553-1200

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## IMPORTANT!

### Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



**Building Standards  
and Codes**

**Fire Prevention  
and Control**

## **New NYS Law Requires Smoke Alarm Upgrades by April 1, 2019**

Effective April 1, 2019, a new NY State law requires all **NEW** or **REPLACEMENT** smoke alarms in New York State to be powered by a 10-year, sealed, non-removable battery, or hardwired to the home.



**This does not affect your currently installed smoke alarms**

***You don't need to replace alarms that are currently in your home or apartment - but any that you replace need to be 10-year battery powered or hardwired.***

Important to note, smoke alarms have an estimated life of around 10 years before they become unreliable.

### **Breakdown of the new smoke alarm requirements**

According to NYS Law 399-ccc: "It shall be unlawful for any person or entity to distribute, sell, offer for sale, or import any battery operated smoke detecting alarm device powered by a replaceable or removable battery not capable of powering such device for a minimum of ten years."

Homeowners and landlords must upgrade their smoke alarms before selling or renting homes and apartments in New York State.

While these 10-year smoke alarms have a larger upfront cost than traditional alarms powered by replaceable batteries (approximately \$20 per unit) the lack

of yearly battery changes makes them cheaper over the life of the device.

As with ALL smoke alarms,manufacturesrecommends that the 10-year sealed smoke alarms still be tested at least twice each year using the button on the front of the unit to ensure they are working properly.

## **Some Frequently Asked Questions:**

***Do I need to replace the alarms I have installed already?***

*You are NOT required to immediately replace your current smoke detectors, but any that are replaced or added after April 1st are required to be 10-year battery powered or hardwired. After this date, traditional removable battery smoke alarms will be unavailable for purchase in NY State.*

***Are they more expensive than non-sealed alarms?***

Up front? Yes. In the long term? No. Most 10-year sealed smoke alarms range in price from roughly \$20-\$30, making their initial investment higher than a non-sealed alarm, but non-sealed alarms require annual battery changes. The cost of these replacement batteries average \$38 over their 10-year life span, meaning they ultimately cost more than the sealed version.

***Do they really last 10 years?***

Yes, they do, the sealed lithium battery (included) will never have to be replaced throughout the life of the alarm, giving you a decade of peace of mind even in the event of a power outage

***Will I activate the alarm when I'm cooking something?***

No. There are 10-year sealed alarms specifically designed for the kitchen with

advanced sensors that can tell the difference between cooking smoke and real fire.

***Why did the law change to require these upgrades?***

The dangerous habit of disabling or removing smoke detectors after an accidental alarm while cooking is a major part of why this new legislation went into effect, so alarm manufacturers considered this issue in the design of 10-year sealed alarms. You are very likely to experience less nuisance alarms than you did with your traditional battery alarm.

***Are 10-year sealed smoke alarms better than hard-wired smoke alarms?***

There are advantages to both systems. Hard-wired smoke alarms tie into your home's wiring and require professional installation, but generally do not require battery changes unless they feature a backup battery. 10-year sealed battery-only alarms are simple to install, and they work during a power failure. All smoke alarms have a life span of 10 years, sealed or non-sealed, and should be tested on a regular basis. When the battery wears out in a 10-year sealed alarm, the entire unit must be replaced, which helps prevent outdated units from staying in operation.

***What about landlords and their rental properties?***

10-year sealed alarms offer security and convenience to landlords, who are legally required by New York State to provide smoke detectors in their rental properties. The tamper-proof design of these alarms prevents tenants from removing the batteries due to nuisance alarms, or to use the batteries for another purpose. The 10-year lifespan of these lithium batteries means fewer changes and fewer equipment updates. Overall, there is a lesser chance of equipment failure in the event of a fire

Colchester  
143 Garth Rd  
Scarsdale, NY 10583

## **Dog Regulation Acknowledgement**

Date:

To: Prospective Buyer or Shareholder,

As of October 1, 2014 The Colchester at 143 Garth Rd, Scarsdale NY, 10583 is a dog "friendly" Building, **and the final decision to approve a proposed dog will be made by The Board of Directors.**

By signing this document, you hereby acknowledge and agree that as a current shareholder not having a permitted dog, or a prospective buyer, you are seeking the privilege of being permitted to bring a dog into the building to reside with you. This is not a right that you maintain currently. You hereby further acknowledge and agree that you must formally request approval BEFORE a new dog can be brought into the building.

The Board of Directors will strictly enforce the guidelines set forth in the attached policy. We ask and expect that you abide by the Regulations in all respects so that future shareholders will be able to seek the same privilege.

I (print name)\_\_\_\_\_ hereby confirm that I have read The Colchester Dog Regulations effective October 1, 2014, that I understand said Regulations in all respects, that I agree to be bound by said Regulations if I am permitted to maintain a dog in The Colchester and that I accept all responsibility relating to dog ownership at The Colchester as long as said dog is owned by me and I remain a shareholder.

\_\_\_\_\_  
Signature of Prospective Buyer or Shareholder

# COLCHESTER DOG REGULATIONS

## DOG APPLICATION FORM

*Please include \$50.00 Fee*

SHAREHOLDER/PET OWNER'S NAME

ADDRESS:

PHONE:

## PET INFORMATION

NAME:

AGE:

BREED:

COLOR:

SIZE/WEIGHT:

*Attach a copy of the Breed Documentation, Photo, and Insurance*

IN WITNESS WHEREOF, by executing this Dog Policy, the Resident accepts and assumes the responsibility for compliance with the Dog Regulations and agrees to fully comply with all the provisions set forth hereinabove.

Resident

Resident

\_\_\_\_\_  
Name/Date

\_\_\_\_\_  
Name/Date

\_\_\_\_\_  
Notary Signature/Stamp/Date

These Dog Regulations have been adopted by the Board as House Rules. Failure to comply with the rules regarding pet ownership can result in a fine, forfeiture of the deposit, and the removal of the offending pet.

1 October 2014 Final



# **COLCHESTER DOG REGULATIONS**

## **Below applies to incoming shareowners or current shareowners for acquisition of any new dog.**

- Any shareholder who desires to keep a dog upon the premises shall submit a written application for approval, with photo, and \$50 non-refundable application fee, to the Board of Directors (Garthchester as agent). Board approval is required before a dog can reside in the building. A signed application must be kept up to date.
- Documentation on the dog and proof of homeowner's liability insurance are required with the application.
- Excessively large dogs, over 30 lbs or height over 18" inches when reached to full maturity, will not be allowed.
- Upon approval there will be a \$500 refundable deposit required. The deposit is refundable upon the sale of shareholder unit or the unfortunate death of the dog. However, the shareholder acknowledges that he/she will forfeit a portion of, or the entire amount of, the deposit - if The Board elects at their sole discretion - to cure violations of the house rules relating specifically to the dog policy, by use of these funds.
- Written notice is required stating the move in date of the dog, along with vaccination documents, photo, and a letter from a veterinarian verifying the breed, size, and weight upon full maturity.
- \$25 monthly fee applied to the shareholders' maintenance bill for the privilege of owning a dog.

## **Below applies to ALL shareowners that own a dog.**

- Only one dog per household is permitted. No sub-lease tenant or relative of a shareholder occupying shareholder unit will be allowed a dog. Only titled shareholder occupied households are permitted a dog.
- All dogs must be on a leash at all times in and around Colchester property.
- Dogs must be restrained from urinating or defecating anywhere on the property or on any roadway or parking areas on the property. No dogs are allowed on the lawn. If your pet should have an accident in any of the interior or exterior common areas, you are responsible to clean the area.
- Shareholders are expected to enter and exit the building with their dogs using the service entrance only; no dog may come through the lobby, even if carried.
- If a dog displays any behavioral issues that impact the safety, security, or quality of life of any shareholder, the Board of Directors has the sole discretion to terminate the right to keep the dog on cooperative property.
- For safety of all shareholders, dogs must be kept back from the elevator doorways when waiting for the elevators. If the elevator is crowded, owner and dog must wait for the next elevator. After the building's elevator modernization is complete, the pet will only be allowed on the freight elevator.
- Residents who own dogs are responsible to curtail any excessive noise (for example, barking) from such pets, even when the resident is not home.
- Shareholders are responsible for any dogs belonging to guests, and such dogs must conform to the applicable rules while on the premises. Any dog residing more than seven (7) days will be considered as residing at the Colchester and will be subject to the Dog Regulations of the Colchester.
- Shareholders are responsible for the actions of their dog walkers.
- If a problem between two shareholders arises concerning one of their dogs, they are first expected to discuss the problem between themselves. If a resolution cannot be arrived at, the Managing Agent should be notified, in writing, of the problem. The Managing Agent will then endeavor to mediate. If the problem still remains unresolved, the Managing Agent will recommend a course of action to the Board, who will then make a final, binding decision.
- Any legal costs resulting from a decision by the Board will be borne by the shareholder(s) concerned.

## ANIMAL AGREEMENT

IT IS HEREBY AGREED that COLCHESTER OWNER INC. ("Colchester") will permit \_\_\_\_\_ ("Shareholder") to harbor and maintain a dog in his/her unit located at 143 Garth Road, Apartment # \_\_\_\_\_, Scarsdale, NY 10583 ("Unit"). The Shareholder acknowledges the following regarding the dog:

1. Colchester has granted the Shareholder the privilege of having a dog in the Unit. This privilege may be revoked if Shareholder is found to be in violation of any of the terms contained herein.
2. Shareholder will abide by all applicable rules and regulations of Colchester, as may be amended from time to time by Colchester. Further, Shareholder will ensure the dog complies with the rules and regulations of Colchester at all times. As noises and other nuisances may be exacerbated by the presence of a dog, if a Shareholder is determined to be making excessive noise or violating other rules and regulations of Colchester in any manner that could impact other shareholders, Colchester reserves the right to revoke its agreement to permit a dog.
3. Shareholder will abide by all local and state regulations as they relate to the dog, including all licensing and vaccination requirements.
4. Shareholder will be responsible for any and all damage the dog causes to the Unit, the common areas or the grounds of Colchester. Colchester reserves the right to charge the cost of any such damage incurred by the dog to the Shareholder's monthly maintenance.
5. Shareholder will not allow the dog to defecate or urinate on property owned by or adjacent to property owned by Colchester. In the event the dog does defecate or urinate on the property, the Shareholder will immediately pick up any animal wastes generated by the dog and dispose of such waste in accordance with all local, state and federal regulations and clean the area with appropriate sanitary cleanser.
6. The Shareholder will keep the dog on a leash or in a carrying device while the dog is present in the common areas or on the grounds of the Colchester.
7. Shareholder will control the dog at all times and shall be required to have the dog complete training by a certified dog trainer for a minimum of eight (8) sessions within six (6) months of the date of this Agreement and provide proof of completion of such training to Colchester. In the event the dog displays threatening behavior, becomes disruptive or causes damage to the common areas or the grounds of the Colchester, Shareholder understands that the Colchester may deem the animal a threat to the safety and wellbeing of the Colchester residents and visitors and take steps to remove the dog.
8. The permission herein granted to harbor and maintain a dog shall only apply to the current dog residing in the Unit and shall cease to be effective upon the death of the current dog or the absence of same for a period of greater than thirty (30) days.
9. Shareholders shall not play ball, fetch or engage in any other such similar activity that causes the dog to run within the Unit or on the grounds of the Colchester.
10. In the event the dog engages in barking behavior, the Colchester reserves the right to have the Shareholder take appropriate barking reducing measures within seven (7) days of receiving a notice from the Colchester indicating that the dog has been barking and requesting barking reducing behavior.

11. Shareholder shall install carpeting covering at least eighty (80%) percent of each room with carpeting and padding that is minimally 7/16 inch density underneath all carpeting, which such carpeting shall be subject to inspection by agents and/or staff of Colchester.

12. The Shareholder shall not permit the dog to engage in noisy or objectional behavior which will disturb other shareholders and impact the rights of other residents to quiet enjoyment. In the event that the dog does make such noises or engages in other such disruptive behavior, Colchester reserves the right to revoke the permission to have a dog as contemplated by this Agreement.

13. In the event of any violation by a Shareholder of any of the terms and conditions provided herein, Colchester shall issue a fourteen (14) day notice to Cure which shall advise the Shareholder of what steps must be taken to cure the violation of this Agreement. In the event that the Shareholder fails to cure and/or the behavior is not capable of being cured, then the Colchester shall issue a seven (7) day notice terminating this Agreement and the permission to have a dog shall cease as of the expiration of the seven (7) day notice. Further, in the event that the Shareholder receives three (3) notices to cure regarding breaches of this Agreement, the Shareholder shall not be entitled to any further such notices to cure and any further breach shall result in a seven (7) day termination notice which will terminate the permission to have a dog granted by this agreement.

14. Nothing contained herein shall constitute a waiver or modification of the Colchester's rights and remedies under the law.

Dated: Scarsdale, New York  
\_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Shareholder Signature

\_\_\_\_\_  
Shareholder Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**COLCHESTER OWNERS INC.**  
**143 Garth Road**  
**Scarsdale, New York 10583**  
**COLCHESTER HALL HOUSE RULES**  
**Effective April 15, 2022**

These House Rules apply to all residents of Colchester Hall i.e. shareholders, subtenants and employees. Pursuant to Proprietary Lease, paragraph 13, a violation of any House Rule is a breach of the Proprietary Lease. Also pursuant to the Proprietary Lease, paragraph 31, if a violation is not cured within 30 days after written notice, said Proprietary Lease could be terminated.

These House Rules are established for the purpose of maintaining the integrity of the Building, to protect the equity of every shareholder of the cooperative, and to promote the general welfare of all resident tenants. Additionally, many of the House Rules are as a result of Town Ordinances of Eastchester, New York, and Fire and Safety Regulations.

**GENERAL**

1. Where appropriate, Shareholders shall be aware that although Colchester Owners, Inc., does have an insurance policy on the Building, the policy does not cover damage to personal items in individual apartments. The Building's policy covers replacements of floors, ceilings, and walls only. Each shareholder shall, upon the purchase, sublet or any change of apartment occupancy, be required to obtain and maintain adequate insurance of his/her/their apartment, which shall insure the property for its full replacement value, with no deductions for depreciation, against loss by fire or other hazards and shall contain an endorsement providing full coverage for alterations and improvements. This is to include liability coverage with a minimum of \$300,000 to provide coverage for such events as water damage caused by the shareholder's negligence. Each shareholder shall be required, upon reasonable notice from the Managing Agent, to supply the Board of Directors with evidence of insurance coverage on their apartment.
2. With any addition in apartment occupancy, it is the Shareholder's responsibility to notify the Managing Agent within 10 days in writing. Shareholder must be in residence with any additional occupant. Any occupants other than titled shareholders not known to the Managing agent is subject to eviction.
3. Maintenance and other charges are due and payable on the 1st of each month. Any payments postmarked after the 10th day of the month will be considered late. Late payments will be assessed interest at the maximum rate allowed by law. A garage space will be relinquished if a resident's monthly maintenance payment is in arrears for more than two months. If in arrears in maintenance or other charges for more than 60 days, your name will be moved to the bottom of the garage waiting list.
4. As provided for the Proprietary Lease, Subletting, paragraph 15, subletting of an apartment is not permitted without the prior approval of the Board of Directors, and then only for a period of one year in situations of extreme hardship. All requests must be submitted to the Board of Directors in writing for consideration. In instances where the Board of Directors approves of a sublet, all individuals residing in the sublet apartments must submit an application and be approved by the Board of Directors prior to moving into the apartment. Violation of this House Rule, a breach of the Proprietary Lease, will result in, if not promptly cured, subsequent termination of the Lease.
5. It is the responsibility of the shareholder to ensure that their residents, family, guests, and agents obey the Colchester Hall House Rules.
6. These House Rules may be added to, amended, or repealed at any time by Resolution of the Board of Directors to ensure compliance.
7. All suggestions/work orders/complaints regarding Building service shall be made through the use of a work order/maintenance request slip found in mailboxes located in the basements near the laundry rooms or through the Garthchester website. If a complaint is not resolved satisfactorily, the Managing Agent shall be notified in writing of the unresolved complaint with a copy to the Board of Directors.

## **PUBLIC SPACES**

1. The public halls, stairways, and foyer of the Building shall not be obstructed or used for any purposes other than to enter or exit the apartment in the Building. No boxes for return pick up shall be kept in the foyer. Donations for pick up by charity are limited to four bags. Name of the shareholder must be labeled on the donation. The donation must be removed by the shareholder if not picked up by the charity within 48 hours.
2. No public hall shall be decorated or furnished by any resident in any manner.
3. Due to Fire Department regulations, no personal objects (e.g., footwear, umbrellas, carriages, strollers, shopping carts, etc.) shall be kept in the public halls. No items are to be hung on the doors, shaken from the windows, or placed upon the public hall windowsills of the Building.
4. Residents and their guests shall not play in the public halls, lobby, terrace, garage, driveways, stairways, and elevators. No one shall be permitted on the roof, except in an emergency. No one shall work, play, or bicycle on the landscaped grounds.
5. There is no smoking in any public space of Colchester property, indoor or outdoor of the Building.
6. Pigeons or other birds or animals shall not be fed from the windowsills, terrace, lawns, or other public portions of the Building, or on the sidewalks adjacent to the Building.
7. The terrace is for the quiet enjoyment of all residents. There is no smoking on the terrace. Food and drink are allowed on the terrace but must be taken away by shareholder. No glass is allowed on the terrace. Children must be accompanied and properly supervised by an adult. No ball playing, bicycling riding, skateboarding, roller skating, or other such activities shall be permitted on the terrace. Consideration should be given to the residents who live on the lower floors of the Building facing the terrace. Kindly respect their privacy.
8. No resident shall loiter or cause any disturbance in the front of the Building or on the terrace at any time. Residents shall be responsible for preventing their guests from loitering or causing any disturbance in front of the Building as well.
9. Individuals with wheeled apparatus and gear must use side entrances only. This includes: handcarts, dollies, bicycles, shopping carts, strollers, wheeled luggage, etc.
10. Bulletin boards placed in the laundry rooms shall be used for the posting of notices by residents. Posting of notices or signs of any kind shall not be permitted in any other part of the Building unless with the written approval of the Board of Directors.
11. No radio or television aerials shall be attached to or hung from the exterior of the Building.
12. No vehicle belonging to a resident, family member, guests including contractors or workers, shall be parked in such a manner as to impede or prevent ready access to any entrance of the Building by another vehicle.
13. The driveways leading into and out of the Building are active at all times and shall not be blocked for any reason, including the unloading of groceries, moving in and out, etc.
14. Curbside parking in front of the Building is limited to 30 minutes for drop off and pick up.

## **INDIVIDUAL UNITS**

1. Smoking is prohibited in units for leases signed after April 15, 2022. This includes but is not limited to: cigarettes, e-cigarettes or similar types of devices that emit smoke, cigars, marijuana, or other substances that have an odor. Shareholders whose leases are signed before April 15, 2022, retain the right to smoke in their apartments provided that odors shall not permeate public spaces or neighboring residents. Shareholders are encouraged to smoke outdoors away from Colchester property and may not blow smoke outside windows that may infringe on other residents.
2. Residents shall restrain odors from cooking, trash, pets, or smoking from permeating public spaces or neighboring residents.
3. In the event of an emergency, a Building employee may need to gain access to an apartment. Therefore, all residents shall provide the Superintendent with the keys to their apartments. The cost of any damage incurred as a result of not having keys to an apartment, as well as the cost of a locksmith to open the door, shall be paid by the shareholder.
4. Disturbing noises or unreasonable conduct at any time of the day which negatively impact on other residents are prohibited.

5. No resident shall make or permit any disturbing noises in the Building which interfere with the right of the other residents to the peaceful enjoyment of their apartment. For example, included but not limited to this list, no resident shall bounce balls, move furniture, vacuum nor play any musical instrument, stereo system, radio, television, or any other type of sound equipment in the apartment between 11:00 p.m. and 8:00 a.m. at a volume level that may be heard in an adjacent apartment.
6. The floors of each apartment shall be covered with rugs or carpeting or an equally effective noise-reducing material, such that at least 80% of the floor area of each room, excluding only kitchens, bathrooms and closets, is covered. Colchester Owners, Inc. requires the installation of padding of minimally 7/16 inch density (industry standard) underneath all coverage. Further, installation of such coverage and padding will be confirmed by the Managing Agent upon the sale, sublet or any other change of occupancy in any apartment. A deposit of two thousand dollars (\$2000) by check payable to Colchester Owners, Inc., is required at the time of move-in, and will be refunded by the Managing Agent once it is determined that the carpeting requirements have been met.
7. Residents shall keep all apartment windows clean.
8. Agents of the Management Company and any contractor or worker authorized by the Management Company, shall be granted access to the apartment of any resident at any reasonable hour of the day for the purpose of inspecting said apartment to ascertain whether measures are necessary to control or exterminate vermin, insects or other pests, provided that the resident has been notified of the visit and then of the measures that are to be undertaken. In the event of an emergency, as determined by the Superintendent or Managing Agent, apartment access is permitted even if the resident cannot be notified.
9. Agents of the Management Company and/or building employees shall be granted access to the apartment of all residents once a year for the purpose of a safety inspection, and ascertain if all window air conditioning (A/C) units are installed properly and all fire and CO2 alarms are installed and are in working order. If there is a failure of proper installation of the window A/C unit, the building employees would be required to secure the unit or if unable to secure, remove the unit entirely. Proper installation of A/C units is the responsibility of the shareholder. You may use a professional installer or request through a work order, a building employee to install for a fee.
10. Exclusive of an "open house" for the purpose of selling shares allocated to an apartment, no group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the written consent of the Board of Directors or the Managing Agent.
11. In 1972, the Town of Eastchester issued an ordinance prohibiting washing machines and dryers in apartment Buildings with insufficient plumbing capacity. As a result, washing machines and dryers are prohibited in apartments. A laundry room is located in each of the basements on the north and the south sides of the Building for your convenience. Laundry room machines shall only be operated between the hours of 8 AM and 10 PM.
12. Toilets and other drains in the Building shall not be used for disposal of any construction materials, sweepings, rubbish, rags, kitty litter or other articles. The cost of repairing any damage resulting from misuse of any toilets or other drains shall be paid for by the apartment owners.

#### **MOVE IN/OUT AND DELIVERIES**

1. The Managing Agent and the Superintendent must be notified at least two weeks in advance of all moving in and out of the Building including self-moving. The date and time must be scheduled with Garthchester Realty. There will be no move-in/move-out on weekends and holidays. Because of possible damage to the walls, doors, etc., residents moving in or moving out of the Building must post a deposit of five hundred dollars (\$500) by check payable to Colchester Owners, Inc. This will be returned upon inspection of common areas and the vacated apartment to ascertain that any washer/dryer which may have been in the apartment has been removed. Move in and move outs can be scheduled for Monday – Friday, no holidays, from 9am-5pm. Failure to schedule a move in/move out date will result in forfeiture of the deposit. Any moves outside of designated times will result in forfeiture of deposit.
2. Any excessive trash accumulated by moving in or out, must be put out on the curb and not left in the basement. All moving boxes must be broken down for recycling. Failure to remove excess trash, flattening of moving

boxes, or any unwanted items left in the basement will result in forfeiture of the deposit. For those moving in, this fee and the carpeting requirement fee will be returned when it has been ascertained that no damage has been done during moving and 80% of the floors are covered.

3. Delivery of oversized packages, furniture, appliances, or grocery services (i.e. fresh direct, amazon pantry) shall be through the basement entrances only. Please notify your delivery company regarding this rule. There are no deliveries allowed on Sunday. Delivery personnel must use freight elevator only.
4. All other deliveries (such as the Post Office, United Parcel Service, Meals-on Wheels and meal deliveries) are permitted through the front entrance. For the safety of the residents, it is strongly encouraged that meal deliveries are met at the front door and not buzzed through the intercom. Items that are too heavy to carry in your arms shall be wheeled on a dolly; they cannot be dragged in the hallways or in the basement. A dolly is available from the Superintendent.
5. It is the responsibility of the resident to advise all individuals making deliveries of these rules.

### **ELEVATORS**

1. Passenger elevators are limited to passengers only. Individuals with any wheeled gear, i.e. bicycles, shopping and laundry carts, strollers, and shareholders with dogs, etc. must use freight elevator.
2. All deliveries, move-ins/move-outs, and construction staff must use freight elevators. Should the freight elevator be out of order, service personnel must contact Superintendent. No exceptions.
3. Anyone entering or leaving the Building with bicycles, shopping carts, scooters, or wagons shall use the side doors. None of the above-mentioned items shall be stored in the lobby, terrace, garage or public halls.
4. There shall be no interference whatsoever with the operation of the Building's elevators by residents, members of their families, their guests or employees.

### **TRASH DISPOSAL AND RECYCLING**

1. Failure of proper disposal of trash or recycling outlined below, would result in a written notice to cure.
2. Debris shall be completely drip-free before it leaves the apartment, carried in a drip-proof container to the compactor closet in a careful manner, and placed into the chute so that it will drop to the basement for disposal. The Superintendent shall be notified of any drippings or moist refuse appearing on the compactor closet floor and corridors.
3. All recyclable materials must be separated and placed in the appropriate bin in the basement. All boxes must be broken down flat and placed in the basement in a manner to keep a clear pathway.
4. All refuse shall be bagged securely. Vacuum cleaner bags must never be emptied into the chute. Dust, dirt, etc. shall be wrapped in a securely tied bag or package and then placed through the hopper down into the chute.
5. All flammable materials, such as carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, or soaked rags, empty paint or aerosol cans or any other flammable, explosive, highly combustible substances or lighted cigarettes or cigar stubs shall NOT be placed into the chute.
6. Kitty litter and other animal waste shall be wrapped securely and brought down to the garbage bin in the basement. Do not throw animal waste or pet litter in the chute.
7. Books, cartons, boxes, crates, sticks or wood or other solid matter shall not be placed into the chute. Items of this nature must be carried to the basement. All bulk disposals must be placed on the sidewalk the night before Town pickup (check with the Eastchester sanitation information sheet in basement or on town website). This includes any furniture, books, or unwanted items that do not fit in bins. No items should be left outside of bins.
8. On September 1, 1992, the Town of Eastchester adopted a law requiring recycling of certain materials. Metal bottles, metal cans, and plastic containers (marked 1-7 inside recycling triangle on the container) shall be washed and brought down to the basement, along with newspapers, magazines and junk mail, and deposited in their respective receptacles. **NO PLASTIC BAGS SHOULD BE USED WITH PAPER OR PLASTIC RECYCLING AND MUST BE REMOVED.** Waxed cardboard is not recyclable i.e. milk cartons, frozen food boxes, etc. Shipping/moving boxes must be broken down when deposited in the basement.
9. As of January 1, 2015, New York State adopted a law requiring that all electronic equipment to be recycled and cannot be disposed curbside. All electronic equipment must be taken to a designated recycler.

## **LAUNDRY ROOMS**

1. Laundry cards are available for purchase by contacting the laundry company. Cards may be refilled in the laundry room machine or through the laundry app.
2. Laundry carts are for laundry use only. They are not to be used for moving items, trash or recyclables. Return all laundry carts immediately after use. Carts allowed only on the freight elevators.
3. Laundry tables are for folding clean laundry only. Please do not leave unwanted items on the table.
4. Residents may use the bulletin board in the laundry room to post notices.
5. The doors of all front loading washers must be kept open after use.
6. Please be aware of laundry timing. Any laundry left in machines after cycle has ended maybe removed if not removed in a timely fashion.

## **STORAGE ROOM**

1. Residents are allowed to store up to 4 plastic storage bins vertically and each not to exceed 36" W x 18" L x 18" D. Storage space for bins is on a first come first serve basis. All bins must be labeled with your name and apartment number. Any unlabeled bins will be removed and discarded.
2. If you need to temporarily move other residents storage bins, please return to the same location as found.
3. Cardboard storage boxes, loose items, and loose construction materials are not allowed to be stored in Storage Room and will be removed and discarded.
4. Bicycles must be registered with the Managing Agent and must be labeled with your name and apartment number. Any bicycle not registered with the Managing Agent will be removed and discarded.
5. A/C storage is on a first come first serve basis. You must fill out a work order to contact the superintendent to store your A/C in the separate storage area. All A/C's should be tagged with shareholder name and unit number.
6. A fee of \$5.00 will be charged for each Storage Room key.

## **APARTMENT REPAIRS AND RENOVATIONS**

1. For apartment repairs, shareholders shall fill out a work order/maintenance request and place it in the mailboxes located in the basement or request through the Garthchester website. The original (white) copy will be retained by the Superintendent and the yellow copy will be retained by the Managing Agent. Upon completion of work, the pink copy will be left with the shareholder. These work orders are a means of tracking your repair requests to insure repairs are made in a timely fashion.
2. Colchester employees may perform personal work for residents only during their off-hours or their days off, if they agree to perform such personal chores or jobs. The cost for such personal services or jobs is to be negotiated by the resident and employee. In the event of emergencies in the Building, such emergencies will always take precedence over personal work.
3. Renovation to any apartment involving modification of interior walls, electrical service, plumbing or other elements of the Building's infrastructure shall be prohibited unless prior written approval is obtained from the Board of Directors or its designated agent. Renovation applications must be filled out with the managing agent for approval.
4. Licensed, insured contractors shall do all such work and proof of such shall be submitted to the Managing Agent prior to the start of work. Shareholders are required to obtain a Building permit, if required by local law.
5. Contractors shall only work during normal business hours of 9:00A.M. to 5:00 P.M. on weekdays, except holidays, and from 10 A.M. to 5 P.M. on Saturdays.
6. The contractor doing the work must remove all debris resulting from renovation or modification of any apartment from the Building. If the resident shareholder does the work personally, the shareholder shall be responsible for the removal of such debris at his /her expense. Should such debris be left in the Building, the shareholder would forfeit the deposit. If the Building must remove debris, the shareholder will be billed for the carting disposal.

## **GARAGE**

1. Garage parking privileges are conditional to titled shareholders residing in the unit and current in maintenances and fees, not more than 60 days in arrears over a 12 month period. The Board has to right to the revoke garage parking privileges if a shareholder is not current in maintenance and fees over a 12 month period. Garage space



not be assigned to shareholders on the waiting list if not current in maintenance and fees. If more than 60 days in arrears, shareholders name will be moved to the bottom of the waiting list after full payment is made.

2. Only operable and properly registered and insured automobiles shall be parked in Colchester Hall's garage. Two-wheeled motorized vehicles such as motorcycles, motorbikes or "mopeds" shall be parked only in the spaces designated for such use by the Board of Directors.
3. The limited number of garage spaces will be rented only to shareholders who own or lease an automobile and personally occupy an apartment in the Building. Each shareholder permitted to park in the garage is assigned a specific parking space. If a shareholder decides to sublet their apartment, their parking space will be forfeited. Subletting of a garage space is not permitted.
4. If titled shareholders on the garage waiting list are not personally occupying their unit, their names will be removed from garage waiting list. Only titled shareholders occupying their unit are placed on garage waiting list.
5. Upon the closing on an apartment, the new shareholder is automatically added to the bottom of the waiting list for a garage space. When a shareholder gives up his/her space, the shareholder at the top of the list maintained by the Managing Agent will be offered the vacated space.
6. Any shareholder offered a garage space may decline the space and be kept on the waiting list. After declining twice, only one last space will be offered when available. If the third time the space is declined, the shareholder will be moved to the bottom of the waiting list.
7. The shareholder occupying a garage space shall not leave or store any personal items (e.g., beach chairs, snow tires, newspapers, containers of car fluid, paint, etc.) near or around his/ her car nor anywhere else in the garage. Only one (1) shopping cart is permitted to be stored per parking space. If the above mentioned items are left or stored, then the shareholder will receive notice from the Managing Agent that the items are to be removed within a reasonable amount of time stated in the notice. If the shareholder does not comply with this request in the stated amount of time, the shareholder will forfeit his/her garage parking privilege.
8. A shareholder may permit relatives or guests (except contractors) to park in his/her space on a temporary daily basis. In such cases, the Superintendent shall be notified and shall be given the make of the car and license plate number of the relative or guest who will occupy the space, as well as the length of time the space will be occupied by the visitor.
9. Car washing is prohibited in the garage.
10. All cars must be properly parked, within the lined spaces so as not to interfere with the exit or entrance of adjacent cars.
11. The garage shall not be used as a thoroughfare to get from one side of the Building to the other.
12. Only shareholders who have a parking space in the garage shall have a garage key. Such keys shall not be given to any other person.
13. Contractors or workers are not permitted to park anywhere in the garage. Should a space holder permit such workers to park in his/her space, the space holder shall be personally liable for any damages such workers may cause.
14. Any damage caused to the garage or other cars parked in the garage by a space holder or their relatives, guests or anyone authorized to use their space, shall be liable for the cost to repair the garage or other cars.
15. Colchester Owners, Inc. shall not be responsible or liable for the theft of or damage to cars, the contents of cars, or shopping carts parked in the garage. Such events must be covered by personal insurance purchased by the space holder.

### **PETS**

1. Kindly remember pet ownership is not a right but a privilege granted by the Board of Directors, which can be withdrawn, if any rule is violated. All Board of Health and local government rules must be followed.
2. Should a shareholder bring a dog to live in their unit without prior Board Approval, there will be a \$2000 charge each month until the dog is removed.
3. There is a limit of two (2) cats per apartment. There is a limit of one (1) dog per apartment with application approval.
4. No Fish tanks/Aquariums larger than 20 gallons. No Ferrets, rodents, or reptiles allowed.

## **DOG REGULATIONS**

- I.** Pets must be leashed or carried at all times and enter or exit through the basement entrances only.

### ***Applicants for new dog ownership***

- a. Any shareholder who desires to keep a dog upon the premises shall submit a signed application for approval, with photo, and \$50 non-refundable application fee, to the Board of Directors (Garthchester as agent). Board approval is required before a dog can reside in the building.
- b. Documentation on the dog and proof of homeowner's liability insurance are required with the application.
- c. Dogs over 30 lbs. in weight and/or 18" inches in height when reached to full maturity, will not be allowed. The following RESTRICTED dog breeds include, but are not limited to: Alaskan Malamute, American or English Staffordshire Terrier, aka, Pit Bull Terrier, Boxer, American or German, Chow Chow, Dalmatian, Doberman Pincher including miniature Doberman Pincher, German Shepherd, Rottweiler and Siberian Husky.
- d. Upon approval there will be a \$500 refundable deposit required. The deposit is refundable upon the sale of shareholder unit or the unfortunate death of the dog. However, the shareholder acknowledges that he/she will forfeit a portion of, or the entire amount of the deposit if The Board elects at their sole discretion to cure violations of the house rules relating specifically to the dog policy, by use of these funds.
- e. Written notice is required stating the anticipated move in date of the dog, along with vaccination documents, photo, and a letter from a veterinarian verifying the breed, size, and weight upon full maturity.
- f. \$25 monthly fee applied to the shareholders' maintenance bill for the preference of owning a dog.
- g. The "Animal Agreement Contract" must be signed before final approval.
- h. All shareholders must be in good standing in order to own a dog which includes, but is not limited to, being current in maintenance fees, not more than 60 days in arrears over 12-month period and is in compliance with House Rules. Any ongoing noise disputes may disqualify a dog for approval.
- i. The Board has the right to limit the number of Dogs per floor.

### ***Below applies to ALL shareholders that own a dog***

- a. Only one dog per household is permitted. No subtenant or relative of a shareholder occupying shareholder unit will be allowed a dog. Only titled shareholder occupied households are permitted a dog.
- b. All dogs must be on a leash at all times in and around Colchester property.
- c. Dogs must be restrained from urinating or defecating anywhere on the property or on any roadway or parking areas on the property. No dogs are allowed on the lawn. If your pet should have an accident in any of the interior or exterior common areas, you are responsible to clean the area.
- d. Shareholders are expected to enter and exit the building with their dog using the service entrance only; no dog may come through the lobby, even if carried.
- e. If a dog displays any behavioral issues that impact the safety, security, or quality of life of any shareholder, the Board of Directors has the sole discretion to terminate the right to keep the dog on cooperative property.
- f. For safety of all shareholders, dogs must be kept back from the elevator doorway when waiting for the elevator. If the elevator is crowded, owner and dog must wait for the next elevator. Pets will only be allowed on the freight elevator.
- g. Residents who own a dog are responsible to curtail any excessive noise (for example, barking) from such pet, even when the resident is not home.
- h. Shareholders are responsible for any dogs belonging to guests, and such dogs must conform to the applicable rules, including limits of weight, height and breed, while on the premises. No visiting dog shall be allowed to reside more than seven (7) days. Any dog residing more than seven (7) days per annum must leave the premises.
- i. Shareholders are responsible for the actions of their dog walkers.
- j. If a problem between two shareholders arises concerning one of their dogs, they are first expected to discuss the problem between themselves. If a resolution cannot be arrived at, the Managing Agent should be notified, in writing, of the problem. The Managing Agent will then endeavor to mediate. If the problem still remains unresolved, the Managing Agent will recommend a course of action to The Board, who will then make a final, binding decision.
- k. Any legal costs resulting from a decision by the Board will be borne by the shareholder(s) concerned.