



# 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

## HAMPSHIRE HOUSE CONDOMINIUM

(rev. 2/2021)

### APPLICATION FOR RENTAL BY OWNER

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

### INSTRUCTIONS

1. Please complete all sections of the application. If a section is not applicable to you, so state.
2. Tenant 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.***
  - a. fully completed application with all attached forms signed.
  - b. copy of all W-2's submitted with the tax return, as well as last two pay stubs.
  - c. letter of reference from your present employer stating annual salary and length of employment.
  - d. copy of fully executed sublease (minimum 1 year).
3. The application, documents and a non-refundable application fee, payable to Garthchester Realty, in the sum of Two Hundred and Fifty (\$250.00) Dollars **plus** One Hundred and Fifty (\$150.00) Dollars **per person** (for a background check) must accompany your application for the background check. These fees are non-refundable.
4. The Board reserves the right to request additional information prior to considering your application.

**NO APPLICATIONS ACCEPTED ON FRIDAY AFTER 12PM.**

*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.*



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## \*\*\*NOTICE TO ALL OWNERS/TENANTS\*\*\*

### MOVE IN/OUT & DELIVERY PROCEDURES: 9am – 5:00pm (No Weekends or Holidays)

*Notwithstanding the rental of any unit, the owner remains responsible for the payment of all common charges, assessments, etc and for any damage or nuisance caused by the tenant and for any fines or penalties assessed as a result of any conduct of the tenant.*

*Units may only be rented by an owner. Tenants have no right to sublet any unit.*

*Approval of any application to rent a unit is contingent upon the payment of the annual rental fee by the Owner payable to "Hampshire House Condominium" in the amount of 3 months common charges at the time of the approval of the application and at the annual anniversary thereafter for so long as the unit is rented. The initial fee shall be paid upon receipt of notification of approval of the rental. The fee shall thereafter be due on the annual anniversary of the approval for so long as the unit is rented. Failure to pay the initial fee shall result in a revocation of the approval and/or the assessment of monetary penalties as a common charge in the amount of \$100 per month for each month the fee is not paid. In addition interest at the legal judgment rate of interest shall be assessed as a common charge for each month (or part thereof) the fee is not paid.*

Please be advised that all residents must arrange your **move in/out and deliveries with Steven Hegner at 914-725-3600 ext. 142** or via email at [steven@garthchesterrealty.com](mailto:steven@garthchesterrealty.com).

Please contact Steven at least **ONE WEEK** before your move in/out or scheduled delivery date to be sure that date is available. A *refundable security deposit* in the amount of **\$500.00** is required, upon receipt of notice of approval of the application ~ Check made payable to: **Hampshire House Condominium.**

In addition to your deposit, you must provide a certificate of insurance from your moving company if you have professional movers.





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**The certificate\* information is as follows and required for ALL MOVES AND/OR DELIVERIES. In addition, a sample COI is attached.**

**CERTIFICATE HOLDER:**

**HAMPSHIRE HOUSE CONDOMINIUM**  
c/o GARTHCHESTER REALTY  
440 Mamaroneck Ave., S-512  
Harrison, NY 10528

**ADDITIONAL INSURED:**

1. Name of Resident, Address & Unit #
2. **Hampshire House Condominium**
3. GARTHCHESTER REALTY

***\*Please be advised without the required form, the move and/or delivery WILL NOT BE PERMITTED.\****

If you are not hiring professional movers, insurance is still required, please contact Steven for a **Hold Harmless Agreement form and additional information.**

Once the move in/out is completed, you must contact Steven in order to have your **\$500.00** deposit refunded, if applicable. Once we verify there were no damages, your refund request will be submitted to our Bookkeeper and mailed to you within **10 business days**.

If you plan to mail or drop off your move in/out deposit the office is located at:  
**GARTHCHESTER REALTY ~ 440 Mamaroneck Ave., S-512, Harrison, NY 10528 or via Fax #914-725-6453.**

Thank you for your anticipated cooperation.

Sincerely Yours,  
Garthchester Realty  
**A/A/F Hampshire House Condominium**



Applicant's Information:

Social Security #:

Social Security #: \_\_\_\_\_

Name of Applicant(s): 1) \_\_\_\_\_

2) \_\_\_\_\_

Home Phone: \_\_\_\_\_ Business Phone: 1) \_\_\_\_\_

2) \_\_\_\_\_

Present Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

*Length of Time at Present Address:*

Monthly Rent/Mortgage & Maintenance at Present Address: \$

Do you - Board \_\_\_\_\_ Rent \_\_\_\_\_ Own \_\_\_\_\_ (check one)

Landlord's Name:

(if at present address less than 3 years)

United States Citizen: Yes \_\_\_\_\_

No

Number of Dependent Children: \_\_\_\_\_

Other Dependents: \_\_\_\_\_

List of all other persons, other than applicants, who will reside in the apartment:

NAME	RELATIONSHIP	AGE
1. _____	_____	_____
2. _____	_____	_____
_____	_____	_____

Will this apartment be your primary residence? Yes No

Do you own a pet? No Yes \_\_\_\_\_ *How Many?* \_\_\_\_\_ (a) Weight \_\_\_\_\_ (b) Age

(c) Breed \_\_\_\_\_ (d) Color \_\_\_\_\_ (e) Name \_\_\_\_\_

Do you own a car: Yes \_\_\_\_\_ No \_\_\_\_\_

Employment History of Applicant:

Employer: \_\_\_\_\_ How Long: \_\_\_\_\_

Nature of Business: \_\_\_\_\_ Position: \_\_\_\_\_

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

Employment History of Co-Applicant: \_\_\_\_\_ Salary: \_\_\_\_\_

Employer: \_\_\_\_\_ How Long: \_\_\_\_\_

Nature of Business: \_\_\_\_\_ Position: \_\_\_\_\_

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

Any other sources of income: (\$ \_\_\_\_\_ )

(\$ \_\_\_\_\_ )

(\$ \_\_\_\_\_ )

Credit History: Please list all banks, funds, etc. in which you currently have accounts.

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

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

Balance: \_\_\_\_\_ Type \_\_\_\_\_

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

Address \_\_\_\_\_

Balance \_\_\_\_\_ Type \_\_\_\_\_

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

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

Balance \_\_\_\_\_

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

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

Please list all debts including, but not limited to car loans, mortgages, education loans, credit cards, child support, alimony, etc.

Type of loan, credit or debit	Payable to (bank)	Balance	Monthly payment
_____	_____		
_____	_____		
_____	_____		
_____	_____		

PLEASE ANSWER YES OR NO TO ALL QUESTIONS BELOW:

(if yes, please explain on a separate sheet)

APPLICANT

CO-APPLICANT

Have you any outstanding judgments?

Have you declared bankruptcy in the past seven (7) years?

Have you had property foreclosures or *given title or deed* in lieu of?

Have you ever been convicted or criminal wrong doing in the past ten (10) years?

In case of emergency, notify: \_\_\_\_\_

Relationship: \_\_\_\_\_ Telephone No.. \_\_\_\_\_

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

All statements made herein *and on* supplementary information or documents are to be true and correct. Applicant(s) understands and agrees that any misstatement of fact will be grounds for denial of *the* Application.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_



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## **\*\*\*INSURANCE COVERAGE\*\*\***

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### **FOR: OWNERS/RESIDENTS**

Proof of homeowner's insurance must be presented at the time of your closing, and must be maintained annually. This insurance should cover the interior and contents of your unit, as the Condominium's insurance covers the exterior elements. In addition your coverage should include coverage for damage to third party property including owners and common areas.

### **FOR: RENTERS**

Obtain Renter Insurance.

Signature of Applicant: \_\_\_\_\_

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





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## **HAMPSHIRE HOUSE CONDOMINIUM**

### **\*SECURITY SHEET\***

**PLEASE PRINT OR TYPE AND RETURN TO THE DOORMAN OR MANAGEMENT.**

(Make sure one of your emergency contacts is a local resident.)

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

UNIT #: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

HOME #: \_\_\_\_\_ CELL#: \_\_\_\_\_ OFFICE#: \_\_\_\_\_

\*\*\*\*\*

#### **IN CASE OF EMERGENCY (LOCAL):**

NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

HOME #: \_\_\_\_\_ CELL#: \_\_\_\_\_

#### **IN CASE OF EMERGENCY (OTHER):**

NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

HOME #: \_\_\_\_\_ CELL#: \_\_\_\_\_

NAME: \_\_\_\_\_ RELATIONSHIP: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

HOME #: \_\_\_\_\_ CELL#: \_\_\_\_\_







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## **HAMPSHIRE HOUSE CONDOMINIUM**

### **\*SECURITY SHEET\***

PHYSICIAN NAME: \_\_\_\_\_ OFFICE #: \_\_\_\_\_

#### **PHONE NUMBER & EMAIL WHEN YOU ARE AWAY FOR AN EXTENDED TIME:**

PHONE #: \_\_\_\_\_ EMAIL: \_\_\_\_\_

**DO YOU HAVE YOU HAVE AN ALARM SYSTEM?** NO: \_\_\_\_\_ YES: \_\_\_\_\_ **ACCESS CODE:** \_\_\_\_\_

**NAME OF COMPANY:** \_\_\_\_\_

**PHONE #:** \_\_\_\_\_

**DO YOU HAVE ANY PETS ( 2 DOG MAXIMUM)?** \_\_\_\_\_ **HOW MANY?** \_\_\_\_\_

**TYPE:** \_\_\_\_\_ **BREED:** \_\_\_\_\_

**NAME OF OTHER RESIDENTS IN THE UNIT:** \_\_\_\_\_

**WOULD THEY REQUIRE ASSISTANCE IN CASE OF AN EMERGENCY?** NO: \_\_\_\_\_ YES: \_\_\_\_\_

**DO YOU HAVE A MEDIC ALERT SYSYTEM?** NO: \_\_\_\_\_ YES: \_\_\_\_\_

**HOMEOWNER INSURANCE COMPANY:** \_\_\_\_\_

**PHONE #:** \_\_\_\_\_ **AGENT:** \_\_\_\_\_

*Please note: If you have changed your lock(s) since the last time this survey was taken, make sure to supply a new key(s) to be stored in the lock box.*



**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:

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

**Hampshire House Condominium**  
**Acknowledgement**  
3 Month Common Charges

I understand the lease approval is contingent upon receipt of three months common charges.  
**This sublet fee must be submitted with the application prior to review.** In accordance with the House Rules effective Jan 1, 2019, "leasing fee shall be equal the three months of the current annual common charge for the unit and shall be paid upon the approval of the lease and upon the annual anniversary of such approval during the term of the lease".

Name: \_\_\_\_\_ Date: \_\_\_\_\_  
(Lessor)

Signature: \_\_\_\_\_

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

## **Hampshire House Condominium**

### **No Smoking House Rule**

*Adopted by the Board of Managers and ratified by the Unit Owners at the Annual Meeting held June 21, 2017 at which a quorum was present.*

The Condominium has designated each Unit (including any terrace or enclosed garden) and the entire Building as “smoke free”. Unit Owner agrees and represents that Unit Owner will adhere to this policy and will not smoke or allow smoking in the Unit or the Building or within 20' from the Building entries. This policy applies to Unit Owners, guests, employees and service persons. The term “smoking” means inhaling, exhaling, breathing, or carrying a lighted cigar, cigarette, or other tobacco product or a similar lighted or smoldering product in any manner or in any form. The Unit Owner further acknowledges that the designation of this Unit and the Building as “smoke free” does not mean that all other residents of the Building are similarly restricted, as the Condominium will allow existing Unit Owners who smoke to continue to do so for 36 months after the effective date of this House Rule, provided that such Unit Owner registers as a smoker within 60 days after the effective date by submitting a smoker registration form, and provided further that the Unit Owner complies with mitigation measures as follows: the Unit Owner must mitigate the effect their smoking has on other residents of the Condominium by taking measures to insure that no smoke odors emanate from the unit to other areas of the Condominium, which may include but not be limited to the following: (a) thoroughly caulk the unit; (b) install door sweeps to prevent odors from entering the common halls; (c) smoke only with the windows closed and never on the terrace or in an enclosed garden (instead of dispersing, smoke odors travel up the side of the building enter units above) and (d) install and use a charcoal filter air purifier, “smoke eater”, “smokeless ashtray” or other device which prevents the spread of smoke and smoke odors. The failure by the Condominium to respond to a complaint filed by the Unit Owner regarding smoke shall not be construed as a breach of the warranty of habitability, nor shall it be deemed to be a constructive eviction of Unit Owner. (Effective date: August 1, 2017)

I have read the rule regarding no smoking and understand, the entire Building as “smoke free”.

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

Signature: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

## **Hampshire House Condominium Carpeting Rule**

I have read the rule regarding carpeting and understand, that I must install carpeting or verified sound proofing as per Item 15 in the Rules and Regulations in accordance with the By- Laws of the Condominium which state: "All floors shall always be covered (except baths and kitchen) to reduce transmission of impact sound."

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

Signature: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

## **Hampshire House Condominium Owner/Resident Parking Rules & Etiquette**

Owners shall park only in the parking space designated for the unit and in such other space as may be permitted by another owner. Doormen must be advised of the permission granted.

Owners shall park within the lines of their space as close to the center of such space as possible.

Vehicles shall not block walkways or sidewalks

Owners shall not park in any space designated for visitors, including the doctor spaces.

Owners are responsible for clearing their vehicle of snow and for moving their vehicles for the purpose of allowing the parking lot to be cleared of snow.

Hampshire House shall not be responsible for moving any vehicle or clearing snow from any vehicle.

Owners should inform visitors to check in at front desk before parking and owners are responsible for ensuring that their visitors comply with the visitor parking rules.

If an owner is having work done and there are no extra spaces in the lot, the Owner shall move their car off site to allow for workers to park onsite or the worker will need to park offsite.

Owners are requested to notify the doormen if their space is going to be vacant for a prolonged period (1 day or more) to allow for visitor parking.

**Owners are subject to a fine for each violation of parking rules by the owner or the owners' visitor.**

**Owner vehicles shall be towed at their expense for failure to abide by parking rules.**

I have read and understood the parking rule & etiquette policy.

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

Signature: \_\_\_\_\_ Unit #: \_\_\_\_\_

**BY-LAWS OF  
HAMPSHIRE HOUSE CONDOMINIUM**

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BY-LAWS  
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## ARTICLE I

### PLAN OF UNIT OWNERSHIP

Section 1. **Unit Ownership.** The property located at the Southwest corner of Greenridge Avenue and Rutherford Avenue, City of White Plains, Westchester County, State of New York (hereinafter called the "Property") has been submitted to the provisions of Article 9-B of the Real Property Law of the State of New York by the Declaration recorded in the Office of the County Clerk of Westchester County, Division of Land Records, simultaneously herewith. The Condominium thereby created shall hereinafter be known as "HAMPSHIRE HOUSE CONDOMINIUM" (hereinafter called the "Condominium").

Section 2. **Applicability of By-Laws.** The provisions of these By-Laws are applicable to the Property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein shall include the land, the Building and all other improvements thereon (including the Units and the common elements), owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all other property, personal or mixed, intended for use in connection therewith, all of which are intended to be submitted to the provisions of said Article 9-B of the Real Property Law of the State of New York.

Section 3. **Application.** All present and future owners, mortgagees, lessees and occupants of Units and their employees, and any other persons who may use the facilities of the Property in any manner are subject to these By-Laws, the Declaration and the Rules and Regulations.

The acceptance of a deed of conveyance or the entering into of a lease or the act of occupancy of a Unit shall constitute an agreement that these By-Laws, the Rules and Regulations and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with.

Section 4. **Office.** The office of the Condominium and of the Board of Managers shall be located on the Condominium property.

## ARTICLE II

### BOARD OF MANAGERS

Section 1. **Number and Term.** The number of Managers which shall constitute the whole Board shall not be less than three (3) and not more than nine (9). Until succeeded by the Managers elected at the first annual meeting of Unit Owners, Managers need not be Unit Owners; thereafter, all Managers shall be Unit Owners. So long as the Sponsor owns one or more Units, the Sponsor shall be entitled to have at least one representative or designee as a member of the Board of Managers. Within the limits above specified, the number of Managers shall be determined by the Unit Owners at their annual meetings. The Managers shall be elected at the annual meeting of the members. At the first annual meeting of the Unit Owners the term of office of one third (1/3) of the Managers shall be fixed for three (3) years. The term of office of one third (1/3) of the Managers shall be fixed at two (2) years, and the term of office of one third (1/3) of the Managers shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Manager his successor shall be elected to serve a term of three (3) years. The Managers shall hold office until their successors have been elected and hold their first meeting. But, in any event, at least one-third of the terms of the members of the Board of Managers shall expire annually.

**Section 2. Powers and Duties.** The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the Condominium and may do all such acts and things except as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Managers by the Unit Owners. Such powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

- (a) Operation, care, upkeep and maintenance of the common elements.
- (b) Determination of the common expenses required for the affairs of the Condominium, including, without limitation, the operation and maintenance of the Property.
- (c) Collection of the common charges from the Unit Owners.
- (d) Employment and dismissal of the personnel necessary for the maintenance and operation of the common elements.
- (e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property subject to a right of the Unit Owners to overrule the Board (see Article VI, Section 16).
- (f) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.
- (g) Purchasing or leasing or otherwise acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by their owners to the Board of Managers.
- (h) Purchasing of Units at foreclosure or other judicial sales in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all Unit Owners.
- (i) Selling, leasing, mortgaging (but not voting the votes appurtenant to), or otherwise dealing with Units acquired by, and subleasing Units leased by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners.
- (j) Organizing corporations to act as designees of the Board of Managers in acquiring title to or leasing of Units on behalf of all Unit Owners.
- (k) Obtaining and reviewing of insurance for the Property, including the Units, pursuant to the provisions of Article VI, Section 2 hereof.
- (l) Making of repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

**Section 3. Managing Agent and Manager.** The Board of Managers may employ for the Condominium a managing agent and/or a manager at a compensation established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize, including, but not limited to the duties listed in subdivisions (a), (c), (d), (k) and (l) of Section 2 of this Article II. The Board of Managers may delegate to the manager or managing agent, all of the powers granted to

the Board of Managers by these By-Laws other than the powers set forth in subdivisions (b), (e), (f), (g), (h), (i) and (j) of Section 2 of this Article II.

**Section 4. First Board of Managers.** The first Board of Managers shall consist of persons designated by the Sponsor, who shall hold office and exercise all powers of the Board of Managers until the first annual meeting of Unit Owners. Any or all of said Managers shall be subject to replacement in the event of resignation or death in the manner set forth in Section 6 of this Article.

**Section 5. Removal.** Managers may be removed for cause by an affirmative vote of a majority of the Unit Owners. No Manager shall continue to serve on the Board if, during his term of office, he shall cease to be a Unit Owner.

**Section 6. Vacancies.** Vacancies in the Board of Managers caused by any reason other than the removal of a member thereof by a vote of the Unit Owners shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Managers held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Managers for the remainder of the term of the member so removed and until a successor shall be elected at the next annual meeting of the Unit owners.

**Section 7. Organization Meeting.** The first meeting of the members of the Board of Managers following the annual meeting of the Unit Owners shall be held within ten (10) days thereafter, at such time and place as shall be fixed by the Unit Owners at the meeting at which such Board of Managers shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Managers in order legally to constitute such meeting, providing a majority of the whole Board of Managers shall be present thereat.

**Section 8. Regular Meetings.** Regular meeting of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Managers, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each member of the Board of Managers, by mail or telegraph, at least three (3) business days prior to the day named for such meeting.

**Section 9. Special Meetings.** Special meeting of the Board of Managers may be called by the President on three (3) business days' notice to each member of the Board of Managers, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) members of the Board of Managers.

**Section 10. Waiver of Notice.** Any member of the Board of Managers may at any time waive notice of any meeting of the Board of Managers in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Managers at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**Section 11. Quorum of Board of Managers.** At all meetings of the Board of Managers, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Managers present at a meeting at which a quorum is present shall constitute the decision of the Board of Managers. If at any meeting of the Board of Managers

**Section 3. Special Meetings.** It shall be the duty of the President to call a special meeting of the Unit Owners as directed by the Board of Managers or upon a petition signed by a majority of the Unit Owners and having been presented to the Secretary. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Unit Owner of record, at least five (5) but not more than ten (10) days prior to such meeting. The mailing of a notice in the manner provided in these By-Laws shall be considered notice served.

**Section 4. Adjournment of Meetings.** If any meeting of Unit Owners cannot be held because a quorum has not attended, a majority of the Unit Owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

**Section 5. Order of Business.** The order of business at all meetings of the Unit Owners shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Report of Board of Managers.
- (f) Reports of committees.
- (g) Election of inspectors of election (when so required).
- (h) Election of members of the Board of Managers (when so required).
- (i) Unfinished business.
- (j) New business.

**Section 6. Title to Units.** Title to Units may be taken in the name of an individual or in the names of two (2) or more persons, as tenants in common or as joint tenants or as tenants by the entirety or in the name of a corporation or partnership, or in the name of a fiduciary.

**Section 7. Voting.** The Owner or Owners of each Unit, or some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be an Owner, shall be entitled to cast the vote appurtenant to such Unit at all meetings of Unit Owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the Owner or Owners so designating. Any or all of such Owners may be present at any meeting of the Unit Owners. Each Unit Owner (including the Sponsor, if the Sponsor shall then own one or more Units) shall be entitled to cast one vote at all meetings of the Unit Owners for each Unit owned by such Unit Owner. If Units are owned by more than one person as joint tenants, tenants by the entirety or as tenants in common, the persons owning said Unit shall agree among themselves and cast the votes for their Unit. A fiduciary shall be the voting member with respect to any Unit Owner in a fiduciary capacity. Any Unit or Units owned by the Board of Managers or its designee shall not be entitled to a vote.

Section 8. **Majority of Unit Owners.** As used in these By-Laws the term "majority of Unit Owners" shall mean those Unit Owners having 51% of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners, determined in accordance with the provisions of Section 7 of this Article III.

Section 9. **Quorum.** Except as otherwise provided in these By-Laws, the presence in person or by proxy of a majority of Unit Owners shall constitute a quorum at all meetings of the Unit Owners.

Section 10. **Majority Vote.** The vote of a majority of Unit Owners at a meeting at which a quorum shall be present shall be binding upon all Unit Owners for all purposes except where in the Declaration or these By-Laws or by law, a higher percentage vote is required.

## ARTICLE IV

### OFFICERS

Section 1. **Designation.** The principal officers of the Condominium shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may appoint an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President and Vice President, but no other officers, need be members of the Board of Managers.

Section 2. **Election of Officers.** The officers of the Condominium shall be elected annually by the Board of Managers at the organization meeting of each new Board of Managers and shall hold office at the pleasure of the Board of Managers and until their successors are elected.

Section 3. **Removal of Officers.** Upon the affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose.

Section 4. **President.** The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the Unit Owners and of the Board of Managers. He shall have all of the general powers and duties which are incident to the office of president of a stock corporation organized under the Business Corporation Law of the State of New York, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Condominium.

Section 5. **Vice President.** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Managers shall appoint some other member of the Board of Managers to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Managers or by the President.

Section 6. **Secretary.** The Secretary shall keep the minutes of all meetings of the Unit Owners and of the Board of Managers; he shall have charge of such books and papers as the Board of Managers may direct; and he shall in general perform all the duties incident to the office of secretary of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 7. **Treasurer.** The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial data. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Managers, or the managing agent, in such depositories as may from time to time be designated by the Board of Managers, and he shall, in general, perform all the duties incident to the office of treasurer of a stock corporation organized under the Business Corporation Law of the State of New York.

Section 8. **Agreements, Contracts, Deeds, Checks, etc.** All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two (2) officers of the Condominium or by such other person or persons as may be designated by the Board of Managers.

Section 9. **Compensation of Officers.** No officer shall receive any compensation from the Condominium for acting as such.

## ARTICLE V

### NOTICES

Section 1. **Definition.** Whenever under the provisions of the Declaration or of these By-Laws, notice is required to be given to the Board of Managers, any manager, Unit Owner or mortgagee, it shall not be construed to mean personal notice; but such notice may be given in writing, by mail, by depositing the same in a post office or letter box; in a postpaid sealed wrapper, addressed to the Board of Managers, such manager or Unit Owner at such address as appears on the books of the Condominium.

Section 2. **Service of Notice—Waiver.** Whenever any notice is required to be given under the provisions of the Declaration, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

## ARTICLE VI

### OPERATION OF THE PROPERTY

Section 1. **Determination of Common Expenses and Fixing of Common Charges.** The Board of Managers shall from time to time, at least annually, prepare a budget for the Condominium, determine the amount of the common charges payable by the Unit Owners to meet the common expenses of the Condominium and allocate and assess such common charges among the Unit Owners according to their respective common interests. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Section 2 of this Article VI and the fees and disbursements of the Insurance Trustee. The common expenses may also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the Property, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. Until all Units are constructed and title thereto has been conveyed, the Board of Managers can reduce the amount of common charges allocated to the Units and payable by Unit

Owners and the Sponsor (as owner of unsold Units). The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale. The Board of Managers shall advise all Unit Owners, promptly, in writing, of the amount of common charges payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of each budget on which such common charges are based, to all Unit Owners and to their mortgagees.

**Section 2. Insurance.** The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: (1) fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the buildings containing the Units (including all of the Units and the bathroom and kitchen fixtures initially installed therein by the Sponsor and any other personal property usual to the servicing and general occupancy, but not including furniture, furnishings, or other personal property supplied or installed by Unit Owners), together with all air-conditioning equipment and other service machinery contained therein and covering the interests of the Condominium, the Board of Managers and all Unit Owners and their mortgagees, as interest may appear, in the amount equal to the full replacement cost determined by the Board of Managers and approved by the mortgagees on 25 or more Units; each of said policies shall contain a Condominium Property Endorsement and a New York standard mortgage clause in favor of each mortgagee of a Unit which shall provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee, as herein provided; (2) workmen's compensation insurance; (3) a fidelity bond or bonds in sufficient amounts, to fully protect the interest of the Condominium, be carried on each member of the Board of Managers, officers of the Condominium, managing agent and managers including any person or persons handling or responsible for funds of the Condominium; (4) disability benefits insurance; and (5) such other insurance as the Board of Managers may determine. All policies of physical damage insurance shall provide that adjustment of loss shall be made by the Board of Managers (with the approval of the Insurance Trustee if \$10,000.00 or more), and that the total proceeds thereof, if \$10,000.00 or less, shall be payable to the Board of Managers and if more than \$10,000.00, shall be payable to the Insurance Trustee.

All policies of physical damage insurance shall contain waivers of subrogation and of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners, or of invalidity arising from any acts of the insured or any Unit Owners, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all mortgagees of Units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of Units at least ten (10) days prior to expiration of the then current policies.

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the managing agent, the manager, and each Unit Owner. Such public liability coverage shall also cover cross liability claims of one insured against another.

Unit Owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by

reason of any such additional insurance carried by any Unit Owner. Such policies shall be so endorsed as to state that they will in no way conflict with any insurance carried by the Board of Managers.

**Section 3. Repair or Reconstruction After Fire or Other Casualty.** In the event of damage to or destruction of the Building containing the Units as a result of fire or other casualty unless 75% or more of the Building containing the Units is destroyed or substantially damaged and 75% or more of the Unit Owners do not duly and promptly resolve to proceed with repair or restoration, the Board of Managers shall arrange for the prompt repair and restoration of the Building containing the Units (including any damaged Units, and any kitchen or bathroom fixtures initially installed therein by the Sponsor, but not including any wall, ceiling, or floor decorations or coverings or other furniture, furnishings, fixtures or equipment installed in the Units by the Unit Owners), and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies in appropriate progress payments for distribution to the contractors engaged in such repairs and restoration. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense and the Board of Managers may assess all the Unit Owners for such deficit as part of the common charges.

If 75% or more of the Building containing the Units is destroyed or substantially damaged and 75% or more of the Unit owners do not duly and promptly resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any Unit Owner or lienor, as if owned in common, in which event the net proceeds of sale, together with the net proceeds of insurance policies (or if there shall have been a repair or restoration pursuant to the first paragraph of this Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds) shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective common interests, after first paying out of the share of each Unit Owner the amount of any unpaid liens on his Unit, in the order of the priority of such liens.

Whenever in this Section the words "promptly repair" are used it shall mean repairs are to begin not more than sixty days from the date the Insurance Trustee notified the Board of Managers and the Unit Owner or Unit Owners that it shall hold proceeds of insurance funds sufficient to pay the estimated costs of such work; or not more than ninety days after Insurance Trustee notified said Board of Managers and Unit Owner or Owners that such funds are insufficient to pay said estimated costs and advising them of the amount of the required completion bond, if necessary or, in the event there is no Insurance Trustee, not more than sixty days from the date of receipt of insurance funds on account of such damage or destruction and wherever the words, "promptly resolve" are used it shall also mean not more than sixty days from the date of receipt of said insurance funds.

**Section 4. Payment of Common Charges.** All Unit Owners shall be obligated to pay the common charges assessed by the Board of Managers pursuant to the provisions of Section 1 of this Article VI at such time or times as the Board of Managers shall determine.

No Unit Owner shall be liable for the payment of any part of the common charges assessed against his Unit subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of Section 1 of Article VIII of these By-Laws) of such Unit, together with the Appurtenant Interests, as defined in Section 1 of Article VIII hereof. In addition, any Unit Owner may, subject to the terms and conditions specified in these By-Laws, provided that his Unit is free and



clear of liens and encumbrances, other than permissible mortgages and the statutory lien for unpaid common charges, convey his Unit, together with the "Appurtenant Interests" to the Board of Managers, or its designee, corporate or otherwise, on behalf of all other Unit owners, and in such event be exempt from common charges thereafter assessed. A purchaser of a Unit shall be liable for the payment of common charges assessed and unpaid against such Unit prior to the acquisition by him of such Unit, except that a mortgagee or other purchaser of a Unit at a foreclosure sale of such Unit shall not be liable for and such Unit shall not be subject to a lien for the payment of common charges assessed prior to the foreclosure sale.

**Section 5. Collection of Assessments.** The Board of Managers shall assess common charges against the Unit owners from time to time at least annually and shall take prompt action to collect any common charge due from any Unit owner which remains unpaid for more than 30 days from the due date for payment thereof.

**Section 6. Default in Payment of Common Charges.** In the event of default by any Unit owner in paying to the Board of Managers the common charges as determined by the Board of Managers, such Unit owner shall be obligated to pay interest at the legal rate on such common charges from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board of Managers in any proceeding brought to collect such unpaid common charges. The Board of Managers shall have the right and duty to attempt to recover such common charges, together with interest thereon, and the expenses of the proceeding, including attorneys' fees, in an action to recover the same brought against such Unit owner, or by foreclosure of the lien on such Unit granted by Section 339-z of the Real Property Law of the State of New York, in the manner provided in Section 339-aa thereof. A Unit Owner defaulting in payment of common charges shall not be permitted to vote at any regular or special meeting of Unit owners until the default is cured.

**Section 7. Foreclosure of Liens for Unpaid Common Charges.** In any action brought by the Board of Managers to foreclose a lien on a Unit because of unpaid common charges, the Unit owner shall be required to pay a reasonable rental for the use of his Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of all Unit owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage (but not to vote the votes appurtenant to), convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

**Section 8. Statement of Common Charges.** The Board of Managers shall promptly provide any Unit owner so requesting the same in writing, with a written statement of all unpaid common charges due from such Unit owner.

**Section 9. Maintenance and repairs.**

(a) All maintenance of and repairs to any Unit, ordinary or extraordinary, and to the doors (except painting exterior side of Unit entrance door), windows, electrical (except common elements), plumbing (except common elements) and heating fixtures, air conditioning and water heater within the Unit or belonging to the Unit owner shall be at the Unit owner's expense, excepting as otherwise specifically provided herein.

(b) All maintenance, repairs and replacements to the common elements as defined in the Declaration, and the painting and decorating of the exterior doors and exterior window sash shall be made by the Board of Managers and be charged to all the Unit owners as a common expense,

excepting to the extent that the same are necessitated by the negligence, misuse or neglect of a Unit owner, in which case such expense shall be charged to such Unit owner.

**Section 10. Enclosed Gardens and Balconies.** An enclosed garden or balcony to which there is direct access from the interior of a Unit, shall be for the exclusive use of the owner of such Unit. Any such terrace, enclosed garden or balcony shall be kept free and clean of snow, ice and any other accumulation by the owner of such Unit who shall also make all repairs thereto caused or permitted by his negligence, misuse or neglect. All other repairs in, to or with respect to such enclosed garden or balcony shall be made by the Board of Managers, as a common expense.

**Section 11. Restrictions on Use of Units.** In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

(a) The Units shall be used for residences only, excepting units specifically designated in the Declaration for professional purposes by a Doctor of Medicine or a Dentist licensed to practice in the State of New York.

(b) The common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

(c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

(d) No immoral, improper, offensive, or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof, relating to any portion of the Property, shall be eliminated, by and at the sole expense of the Unit Owners, or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the Property.

(e) No portion of a Unit (other than the entire Unit) may be rented, and no transient may be accommodated therein.

**Section 12. Additions, Alterations or Improvements by Board of Managers.** Whenever in the judgment of the Board of Managers the common elements shall require additions, alterations or improvements costing in excess of \$5,000.00, and the making of such additions, alterations or improvements shall have been approved by a majority of the Unit Owners and by each holder of mortgages constituting first liens on 25 or more Units, the Board of Managers shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a common charge. Any additions, alterations or improvements costing \$5,000.00 or less may be made by the Board of Managers without approval of the Unit Owners and the cost thereof shall constitute part of the common expenses.

**Section 13. Additions, Alterations or Improvements by Unit Owners.** No Unit Owner shall make any structural addition, alteration, or improvement in or to his Unit, without the prior written consent thereto of the Board of Managers. The Board of Managers shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's Unit, within thirty (30) days after such request, and failure to do

so within the stipulated time shall constitute a consent by the Board of Managers to the proposed addition, alteration or improvement. Any application to any department of the City of White Plains or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be executed by the Board of Managers only, without however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section 13 shall not apply to Units owned by the Sponsor until such Units shall have been initially sold by the Sponsor and paid for.

**Section 14. Use of Common Elements and Facilities.** A Unit Owner shall not place or cause to be placed in the lobbies, vestibules, public halls, stairways or other common areas or common facilities, other than an enclosed garden or balcony to which such Unit Owner has direct access, and other than the areas designated as storage areas, any furniture, packages or objects of any kind. The public halls and stairways shall be used for no purpose other than for normal transit through them.

**Section 15. Right of Access.** A Unit Owner shall grant a right of access to his Unit to the manager and/or the managing agent and/or any other person authorized by the Board of Managers, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating in his Unit and threatening another Unit or a common element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements in his Unit or elsewhere in the Building in which the Unit is located, provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit owner. In case of an emergency, such right of entry shall be immediate, whether the Unit owner is present at the time or not. In the event of the exercise of the right of access provided in this Section 15, any costs for repairs shall be borne in accordance with the provisions of Section 9 of this Article VI.

**Section 16. Rules of Conduct.** Rules and regulations concerning the use of the Units and the common elements may be promulgated and amended by the Board of Managers. A majority vote of Unit Owners at a meeting may overrule the Board. Copies of such rules and regulations shall be furnished by the Board of Managers to each Unit Owner prior to the time when the same shall become effective. Initial rules and regulations, which shall be effective until amended by the Board of Managers are annexed hereto and made a part hereof as Schedule A.

**Section 17. Water Charges and Sewer Rents.** Water shall be supplied to all of the Units and the common elements through one or more building meters and the Board of Managers shall pay, as a common expense, all charges for water consumed on the Property, including the Units, together with all related sewer rents arising therefrom, promptly after the bills for the same shall have been rendered. In the event of a proposed sale of a Unit by the owner thereof, the Board of Managers, on request of the selling Unit owner shall execute and deliver to the purchaser of such Unit or to the purchaser's title insurance company, a letter agreeing to pay all charges for water and sewer rents affecting the Property as of the date of closing of title to such Unit promptly after such charges shall have been billed.

**Section 18. Electricity.** Electricity shall be supplied by the public utility company serving the area directly to each Unit through a separate meter and each Unit owner shall be required to pay the bills for electricity consumed or used in his Unit. The electricity serving the common elements shall be separately metered, and the Board of Managers shall pay all bills for electricity consumed in such portions of the common elements, as a common expense.

## ARTICLE VII

### MORTGAGES

Section 1. **Notice to Board of Managers.** With the exception of the mortgage provided by Sponsor and executed and delivered in connection with the initial sale of the Unit, a Unit owner who mortgages his Unit, shall notify the Board of Managers of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Managers; the Board of Managers shall maintain such information in a book entitled "Mortgages of Units."

Section 2. **Notice of Unpaid Common Charges.** The Board of Managers when so requested in writing by a mortgagee of a unit shall promptly notify any mortgagee of a unit of such unit owner's default, including non-payment of common charges, in the obligations of such unit owner under the Declaration, By-Laws, Rules and Regulations, as the same are amended from time to time, or in any order of the Board of Managers issued with respect thereto.

Section 3. **Notice of Default.** The Board of Managers, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has heretofore been furnished to the Board of Managers.

Section 4. **Examination of Books.** Each Unit owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Condominium at reasonable times, on business days.

## ARTICLE VIII

### SALES, LEASES AND MORTGAGES OF UNITS

Section 1. **Sales and Leases.** No Unit owner other than the Sponsor may sell or lease his Unit or any interest therein except by complying with the following provisions:

Any Unit owner who receives a bona fide offer for the sale of his Unit together with: (i) the undivided interest of the common elements appurtenant thereto; (ii) the interest of such Unit Owner in any Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (iii) the interest of such Unit Owner in any other assets of the Condominium, (hereinafter collectively called the "Appurtenant Interests"), or a bona fide offer for a lease of his Unit, (hereinafter called an "Outside Offer"), which he intends to accept, shall give notice by certified or registered mail to the Board of Managers of such offer and of such intention, the name and address of the proposed purchaser or lessee, the terms of the proposed transaction and such other information as the Board of Managers may reasonably require, and shall offer to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, to the Board of Managers, or its designee, corporate or otherwise, on behalf of the owners of all other Units, on the same terms and conditions as contained in such Outside Offer. The giving of such notice shall constitute a warranty and representation by the Unit Owner who has received such offer, to the Board of Managers on behalf of the other Unit Owners, that such Unit Owners believes the Outside Offer to be bona fide in all respects. Within twenty days after receipt of such notice, the Board of Managers may elect, by notice to such Unit Owner, by certified or registered mail, to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be (or to cause the

same to be purchased or leased by its designee, corporate or otherwise), on behalf of all other Unit Owners, on the same terms and conditions as contained in the Outside Offer and as stated in the notice from the offering Unit Owner. In the event the Board of Managers shall elect to purchase such Unit, together with the Appurtenant Interests, or to lease such Unit, or to cause the same to be purchased or leased by its designee, corporate or otherwise, title shall close or lease executed at the office of the attorneys for the Condominium in accordance with the terms of such offer but in no event less than forty-five days after the giving of notice by the Board of Managers of its election to accept such offer. If the selling Unit Owner's existing mortgage is not satisfied, the Board of Managers will purchase the Unit and assume or take subject to said existing mortgage. At the closing, the Unit Owner, if such Unit, together with the Appurtenant Interests, is to be sold, shall convey the same to the Board of Managers, or to its designee, on behalf of all other Unit Owners, by deed in the form required by Section 339-0 of the Real Property Law of the State of New York, with all Federal Documentary stamps affixed, and shall pay all other taxes arising out of such sale. In the event such Unit is to be leased, the offering Unit Owner shall execute and deliver to the Board of Managers, or to its designee, a lease between the offering Unit Owner, as landlord, and the Board of Managers, or its designee, as tenant, covering such Unit, for the rental and term contained in such Outside Offer. In the event the Board of Managers or its designee shall fail to accept such offer within twenty (20) days after receipt of notice as aforesaid, the offering Unit Owner shall be free to contract to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, within sixty (60) days after the expiration of the period in which the Board of Managers or its designee might have accepted such offer, to the Outside Offeror, on the terms and conditions set forth in the notice from the offering Unit owner to the Board of Managers of such Outside Offer. Any such deed to an Outside Offeror shall provide that the acceptance thereof by the grantee shall constitute an assumption of the provisions of the Declaration, the By-Laws and the Rules and Regulations, as the same may be amended from time to time. Any such lease shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Managers, that the tenant shall not sublet the demised premises, or any part thereof, without the prior consent in writing of the Board of Managers, and that the Board of Managers shall have power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease. Except as hereinbefore set forth, the form of any such lease shall be the then current form of lease recommended by the Real Estate Board of New York, Inc., with such modifications as shall be approved in writing by the Board of Managers. In the event the offering Unit owner shall not, within such sixty (60) day period, contract to sell such Unit together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the Outside Offeror on the terms and conditions contained in the Outside Offer, or if the Unit owner shall so contract to sell or lease his Unit within such sixty (60) day period, but such sale or lease shall not be consummated pursuant to the terms of such contract, then should such offering Unit owner thereafter elect to sell such Unit, together with the Appurtenant Interests, or to lease such Unit, as the case may be, to the same or another Outside Offeror on the same or other terms and conditions, the offering Unit owner shall be required to again comply with all of the terms and provisions of this Section 1 of this Article VIII.

Any purported sale or lease of a Unit in violation of this section shall be voidable at the election of the Board of Managers.

**Section 2. Consent of Unit Owners to Purchase or Lease of Units by Board of Managers.** The Board of Managers shall not exercise any option hereinabove set forth to purchase or lease any Unit without the prior approval of a majority of the Unit owners.

**Section 3. No Severance of Ownership.** No Unit owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant

Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of the Unit to which such interest or interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all Units.

**Section 4. Release by Board of Managers of Right of First Refusal.** The right of first refusal contained in Section 1 of this Article VIII may be released or waived by the Board of Managers in which event the Unit, together with the Appurtenant Interests, may be sold, conveyed, or leased, free and clear of the provisions of such section.

**Section 5. Certificate of Termination of Right of First Refusal.** A certificate, executed and acknowledged by the Secretary of the Condominium, stating that the provisions of Section 1 of this Article VIII have been met by a Unit owner, or have been duly waived by the Board of Managers, and the rights of the Board of Managers thereunder have terminated, shall be conclusive upon the Board of Managers and the Unit owners in favor of all persons who rely thereon in good faith. Such certificate shall be furnished to any Unit owner who has in fact complied with the provisions of Section 1 of this Article VIII or in respect to whom the provisions of such section have been waived, upon request, at a reasonable fee, not to exceed Ten (\$10.00) Dollars.

**Section 6. Financing of Purchase of Units by Board of Managers.** Acquisition of Units by the Board of Managers, or its designee, on behalf of all Unit owners, may be made from the working capital and common charges in the hands of the Board of Managers, or if such funds are insufficient, the Board of Managers may levy an assessment against each Unit owner in proportion to his ownership in the common elements, as a common charge, which assessment shall be enforceable in the same manner as provided in Section 6 and 7 of Article VI, or the Board of Managers, in its discretion, may borrow money to finance the acquisition of such Unit, provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit, together with the Appurtenant Interests, so to be acquired by the Board of Managers. Provided, however, that no assessment may be levied under this Section 6 against any mortgagee in who has acquired title to a unit, whether by foreclosure or deed in lieu thereof.

**Section 7. Exceptions.** The provisions of Section 1 of this Article VIII shall not apply with respect to any sale or conveyance by a Unit owner of his Unit, together with the Appurtenant Interests, to his spouse or to any of his children or to his parent or parents or to his brothers or sisters, or any one or more of them, or to a Unit owned by the Sponsor, or to the acquisition or sale of a Unit, together with the Appurtenant Interests, by a mortgagee herein authorized who shall acquire title to such Unit by foreclosure or by deed in lieu of foreclosure. However, the provisions of this section shall apply with respect to any purchaser of such Unit from such mortgagee.

**Section 8. Gifts and Devises, etc.** Any Unit owner shall be free to convey or transfer his Unit by gift or to devise his Unit by will, or to pass the same by intestacy, without restriction.

**Section 9. Waiver of Right of Partition with Respect to Such Units as Are Acquired by the Board of Managers Or Its Designee, on Behalf of All Unit Owners as Tenants in Common.** In the event that Units shall be acquired by the Board of Managers, or its designee, on behalf of all Unit Owners as tenants in common, all such Unit owners shall be deemed to have waived all rights of partition with respect to such Unit.

Section 10. **Payment of Assessments.** No Unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Board of Managers all unpaid common charges theretofore assessed by the Board of Managers against his Unit and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

Section 11. **Mortgage of Units.** No Unit owner shall mortgage his Unit except by a first mortgage made to a bank, trust company, insurance company, federal savings and loan association, pension fund or other institutional lender or a purchase money mortgage made to the seller of the Unit. Any such mortgage shall be substantially in the form on file with the Board of Managers, except for such changes or additions as may be required in order to permit the particular institutional lender to make the mortgage loan, or to the extent permitted by the Board of Managers.

## ARTICLE IX

### CONDEMNATION

Section 1. **Condemnation.** In the event of a taking in condemnation or by eminent domain of part or all of the common elements, the award made for such taking shall be payable to the Board of Managers. If 75% or more of the Unit Owners duly and promptly approve the repair and restoration of such common elements, the Board of Managers shall arrange for the repair and restoration of such common elements, and the Board of Managers shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that 75% or more of Unit Owners do not duly and promptly approve the repair and restoration of such common element, the Board of Managers shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article VI of these By-Laws. As used in this Section, the words "promptly approve" shall mean not more than sixty (60) days from the date of such taking.

## ARTICLE X

### RECORDS

Section 1. **Records and Audits.** The Board of Managers or the managing agent shall keep detailed records of the actions of the Board of Managers and the managing agent, minutes of the meetings of the Board of Managers, minutes of the meetings of the Unit Owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each Unit which, among other things, shall contain the amount of each assessment of common charges against such Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. In addition, an annual report of the receipts and expenditures of the Condominium, certified by an independent certified public accountant, shall be rendered by the Board of Managers to all Unit Owners and to each holder of mortgages constituting first liens on 25 or more Units promptly after the end of each fiscal year.

## ARTICLE XI

### MISCELLANEOUS

Section 1. **Invalidity.** The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Special meeting 8/12/75

- \* The board agrees that the dismissal of Bill Tumber remains as is. According to our by-laws it is a function of the board to hire & fire all personnel.

- \* Frank McDermott investigating new system of locks for side doors.

Front door to be locked at 12 P.M. 'til 8 AM

Guard series to check doors every hour.

McDer. will investigate buzzer for TV.



Section 2. **Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

Section 3. **Gender.** The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 4. **Waiver.** No restriction, condition, obligation, or provision contained in these By-Laws, shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

## **ARTICLE XII**

### **AMENDMENTS TO BY-LAWS**

Section 1. **Amendments to By-Laws.** These By-Laws may be modified or amended by the vote of 66 2/3% in number and in common interest of all Unit owners at a meeting of Unit owners duly held for such purpose, but only with the written approval of each holder of mortgages constituting first liens upon 25 or more Units.

For as long as Sponsor remains the owner of one or more Units, these By-Laws may not be amended so as to adversely affect Sponsor without Sponsor's consent.

## **ARTICLE XIII**

### **CONFLICTS**

Section 1. **Conflicts.** These By-Laws are set forth to comply with the requirements of Article 9-B of the Real Property Law of the State of New York. In case any of these By-Laws conflict with the provisions of said statute or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

## **SCHEDULE A TO BY-LAWS RULES AND REGULATIONS FOR HAMPSHIRE HOUSE CONDOMINIUM**

1. Except for professional areas, no part of the property shall be used for other than housing and the common recreational purposes for which the property was designed. Each Unit shall be used as a residence for a single family excepting the areas designated for professional purposes may be used by a Doctor of Medicine or a Dentist licensed to practice in the State of New York.

2. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the property, nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the property or in any Unit therein nor shall any Unit be used or rented for transient, hotel or motel purposes. The right is reserved by the Sponsor and the Board of Managers, or its agent, to place, "For Sale", "For Rent" or "For Lease" signs on any unsold or unoccupied Units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any such sign be larger than one (1') foot by two (2') feet. Notwithstanding this provision or any other provisions to the contrary, Units designated as such in the Declaration may be used for a Doctor of Medicine or a Dentist licensed to practice in the State of New York. However, no illuminated or other sign may be used in connection with said use excepting only a professional shingle, non-illuminated, not larger than the size permitted by the Board of Managers.

3. Nothing shall be done or kept in any Unit or in the common elements which will increase the rate of insurance of any of the buildings, or contents thereof, applicable for residential use (or permitted professional purposes), without the prior written consent of the Board of Managers. No Unit Owner shall permit anything to be done or kept in his Unit or in the common elements which will result in the cancellation of insurance on any of the Buildings, or contents thereof, or which would be in violation of any law. No Unit Owner or occupant or any of his agents, servants, employees, licensees or visitors shall at any time bring into or keep in his Unit any flammable, combustible or explosive fluid, material, chemical or substance. No waste shall be committed in the common elements.

4. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the Public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit.

5. Nothing shall be done in any Unit or in, on or to the common elements which will impair the structural integrity of any Building or which would structurally change any of the Buildings.

6. Nothing shall be altered or constructed in or removed from the common elements, except upon the written consent of the Board of Managers.

7. No public hall shall be decorated or furnished by any Unit Owner in any manner.

8. No animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the common elements, except that dogs, cats or other household pets, not to exceed two per Unit, may be kept in Units, subject to the rules and regulations adopted by the Board of Managers, provided that they are not kept, bred or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property subject to these restrictions upon three (3) days written notice from the Board of Managers. In no event shall any dog be permitted in any portion of the common area unless carried or on a leash, or in any grass or garden plot under any circumstances.

9. No noxious or offensive activity shall be carried on in any Unit, or in the common elements, nor shall anything be done therein, either willfully or negligently, which maybe or become an annoyance or nuisance to the other Unit Owners or occupants.

10. There shall be no obstruction of the common elements nor shall anything be stored in the common elements without the prior consent of the Board of Managers except as hereinafter expressly provided.

11. Except in recreational or storage areas designated as such by the Board of Managers there shall be no playing, lounging, or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs, on any part of the common elements except that enclosed gardens or balconies may be used for their intended purposes. Storage by owners in areas designated by the Board of Managers shall be at their own risk.

12. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a Unit or exposed on any part of the common elements. The common elements shall be kept free and clear of rubbish, debris and other unsightly materials. Nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, enclosed gardens or balconies. Nor shall a Unit Owner sweep or throw or permit to be swept or thrown therefrom any dirt or other substance.

13. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the By-Laws.

14. No enclosed garden or balcony shall be decorated, enclosed or covered by any awning or otherwise altered without the consent in writing of the Board of Managers.

15. All floors shall always be covered with carpet (except baths and kitchen) to reduce transmission of impact sound.

16. There will be no barbecuing on balconies, enclosed gardens any other common areas except areas specifically designated for barbecuing by the Board of Managers.

17. No washing of automobiles shall take place on any of the property, nor shall the parking area be used for any purpose other than to park automobiles excluding specifically, trucks, commercial vehicles or trailers, except trucks there temporarily for the purpose of making a delivery or a pickup.

18. The agents of the Board of Managers or the managing agent, and any contractor or workman authorized by the Board of Managers or the managing agent, may enter any room or Unit in the building at any reasonable hour of the day for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

19. The Board of Managers, or its designated agent, may retain a pass key to the premises. No Unit Owner shall alter any lock or install a new lock or a knocker on any door of the premises without the written consent of the Board of Managers. In case such consent is given, the Unit Owner shall provide the Board of Managers, or its agent, with an additional key pursuant to its right of access to the demised premises.

20. If any key or keys are entrusted by a Unit Owner or occupant or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of the Board of Managers, whether for such Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board of Managers shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

21. Any consent or approval given under these rules and regulations may be added to, amended or repealed at any time by resolution of the Board of Managers.

STATE OF NEW YORK       )  
COUNTY OF WESTCHESTER) ss.:

GEORGE M. REISNER, being duly sworn, deposes and says:

I am the President of the Board of Managers of the Hampshire House Condominium, the Plaintiff in this action.

I have read the foregoing complaint and I know the contents thereof. The allegations in that complaint are true to my own knowledge, except as to those matters therein stated to be alleged upon information and belief and as to those matters, I believe it to be true.

This verification is made by me because the Hampshire House Condominium is a condominium formed pursuant to Article 9(b) of the Real Property Law of the State of New York and this action is brought on its behalf by its Board of Managers of which I am President.

The grounds upon which I formed my belief as to matters not stated upon my own knowledge are a general review of the books and records of the Condominium, conversations with the Condominium's attorneys, accountants, architects and engineers and conversations with other unit owners, contractors and persons having knowledge.

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GEORGE M. REISNER

Sworn to before me this  
15th day of December 1977.

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# Protect Your Family From Lead in Your Home



**EPA** 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.

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## 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  
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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