

APPLICATION TO PURCHASE SHARES OF THE

HEATHCOTE-OVERHILL CORPORATION

NOTICE:

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

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

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

NOTICE

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

(Rev. 8/1/2021)

1. Income: Preferred Minimum is \$150,000 per annum.
2. Credit (FICO) Score: Preferred Minimum is 750.
3. Percentage of Purchase Price to be financed: All cash purchases are preferred; however, in the event of financing, a maximum of 50% of the purchase price may be financed.
4. Debt-to-Income: Preferred Maximum is 40% (inclusive of any financing associated with the purchase of the Apartment).
5. Total Assets: Preferred Minimum is \$1,500,000 (excluding the apartment).
6. Job History.
7. Use of the apartment as a permanent residence.

HEATHCOTE-OVERHILL CORPORATION

Purchase Application

(Rev. 8/1/2021)

Preliminary Information

This Application has been prepared primarily for (i) the purchase by individual(s) (“Purchaser”) of the shares of Heathcote-Overhill Corporation (the “Corporation”) and the signing of a Proprietary Lease relating to an apartment at 50 Popham Road, Scarsdale, NY 10583 (the “Building”), and (ii) the sale of such shares by individual(s) (“Seller”). If the Purchaser is a Trust or any other entity; or the Seller is an Estate, Trust or any other entity, the Purchaser’s counsel, and/or the Seller’s counsel, as applicable, should promptly contact the Corporation’s counsel: Norman Himmelfarb, Esq., Himmelfarb & Sher LLP, 914-461-0255, ndh@himmelfarb-sher.com, to be certain that Purchaser, Seller and their respective counsel understand the additional documentation that will be required for Trusts, Estates or other entities. If the original Stock Certificate evidencing the shares of the Corporation to be sold, or the original signed Proprietary Lease are not available, Seller’s counsel should promptly advise the Corporation’s counsel so that he can advise Seller’s counsel what additional documentation will be required. Not contacting the Corporation’s counsel is likely to delay the closing.

Several matters for the Purchaser to note:

1. The Corporation has a strict “no pet” policy. No pets of any type owned by residents or any of their guests are permitted at any time in the Building or on the surrounding parking lot, patio or grass on the front, side or rear of the Building.
2. No person with diplomatic immunity may own or reside in any apartment in the Building.
3. Subletting the Apartment is only permitted with the prior written consent of the Board of Directors of the Corporation and is subject to Board approval, certain limitations and restrictions.
4. If the Purchaser works from home, the number of clients or customers, if any, who might enter the Building will be considered in the approval process.
5. If Purchaser intends to do any renovations to the Apartment, Purchaser should request a copy of the renovation application to understand the requirements

APARTMENT NO. _____

SHARES _____

MONTHLY MAINTENANCE _____

PARTIES INVOLVED IN THE PURCHASE

1. PURCHASER(S)

_____	_____
(NAME)	(NAME)
_____	_____
(SOCIAL SECURITY NUMBER)	(SOCIAL SECURITY NUMBER)
_____	_____
(CURRENT ADDRESS)	(CURRENT ADDRESS)
_____	_____
(E-MAIL)	(E-MAIL)
_____	_____
(PHONE: HOME AND MOBILE)	(PHONE: HOME AND MOBILE)

VEHICLES(S)

_____	_____
(MAKE/MODEL/YEAR)	(MAKE/MODEL/YEAR)
_____	_____
(LICENSE PLATE NUMBER)	(LICENSE PLATE NUMBER)
_____	_____
(STATE)	(STATE)

ATTORNEY FOR PURCHASER(S)

_____	_____
(ATTORNEY RESPONSIBLE)	(NAME OF LAW FIRM)
_____	_____
(ADDRESS)	(PHONE: OFFICE AND MOBILE)
_____	_____
(EMAIL)	

2. SELLER(S)

_____	_____
(NAME)	(NAME)
_____	_____
(SOCIAL SECURITY NUMBER)	(SOCIAL SECURITY NUMBER)
_____	_____
(CURRENT ADDRESS)	(CURRENT ADDRESS)
_____	_____
(E-MAIL)	(E-MAIL)
_____	_____
(PHONE: HOME AND MOBILE)	(PHONE: HOME AND MOBILE)

VEHICLES(S)

_____	_____
(MAKE/MODEL/YEAR)	(MAKE/MODEL/YEAR)
_____	_____
(LICENSE PLATE NUMBER)	(LICENSE PLATE NUMBER)
_____	_____
(STATE)	(STATE)

ATTORNEY FOR SELLER(S)

_____	_____
(ATTORNEY RESPONSIBLE)	(NAME OF LAW FIRM)
_____	_____
(ADDRESS)	(PHONE: OFFICE AND MOBILE)
_____	_____
(EMAIL)	



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

HEATHCOTE-OVERHILL CORPORATION
PURCHASE APPLICATION
(rev. 8/1/2021)

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

INSTRUCTIONS

1. Additional copies of this Application are available on the Garthchester Realty website: www.GarthchesterRealty.com. Please complete all sections of the Application.* If a section is not applicable to you, so state.
2. Purchaser must provide the number of copies set forth below of the following documents prior to the Board considering the Application.
 - a. fully completed signed Application with all attached forms—4 copies.
 - b. a signed copy of the Federal tax returns for each Purchaser for last two (2) years, including all schedules submitted with the tax return, and copies of W-2 forms, if any, for the last two years—4 copies
 - c. supporting documents for assets, as specified in the Application—8 copies.
 - d. fully executed contract of sale, together with any riders thereto—8 copies.
 - e. all cash purchases are preferred; however, if any portion of the purchase price is being borrowed, a copy of your bank mortgage or other financing commitment and application for financing. Please note that a maximum of 50% of the purchase price may be financed—4 copies of Mortgage, promissory note and other financing documents, if any.
3. The Application, all other required documents and a non-refundable Application fee, payable to Garthchester Realty, in the sum of Four Hundred and Fifty (\$450.00) Dollars **plus** Fifty (\$50.00) Dollars **per person** (for a credit check) must accompany Purchaser's Application. These fees are non-refundable.
4. The Board reserves the right to request additional information relating to your Application.
5. By submitting this Application for the Board's consideration, Purchaser is representing that all statements contained therein are true to the best of Purchaser's knowledge and are authorizing the Board to verify all statements, including the Board obtaining a current credit report.

***NO APPLICATIONS ARE ACCEPTED ON FRIDAYS 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.

HEATHCOTE-OVERHILL CORPORATION
Purchase Application

Garthchester Realty
440 Mamaroneck Avenue
Harrison, NY 10528

Date _____

Prospective Purchaser(s): _____ Apt. # _____

Present Address: _____

Coop: _____ Rental: _____ Private Home: _____ How Long: _____

Telephone No. (Home) _____ (Business) _____ (Mobile) _____

Email address(es): _____

Number of Shares: _____ Anticipated Closing Date: _____

Previous Address: _____ How Long: _____

Resale Price: \$ _____ Mortgage: \$ _____

Down Payment: \$ _____

Other Financing (if any): _____

Prospective Monthly Mortgage Payment (if any) including escrows: _____

Number of people occupying Apartment on a regular basis: _____

Will there be other occupants in the Apartment? Yes _____ No _____

If yes, how many _____

A copy of the Contract of Sale, as well as any Loan Application (with all supporting documents), if any, is to be submitted with this Application.

EMPLOYMENT

PURCHASER

Employer's Name _____

Address _____

Telephones (land line and mobile) _____

Email _____

Type of Business _____ Position _____

Employer or other Business References _____

SPOUSE OR OTHER PURCHASER

Employer's Name _____

Address _____

Telephone (land line and mobile) _____

Email _____

Type of Business _____ Position _____

Employer or other Business References _____

Number of years in present employment _____ Spouse _____

Annual Income (Prior calendar year) \$ _____ Spouse \$ _____

Do you anticipate any substantial increase/decrease in your income during the current year or in the future? If so, explain on attached sheet

Provide the same information for your previous employer if less than 2 years in your present employment

Other sources of income (including pensions)	Amount (annual)
1) _____	_____
2) _____	_____
3) _____	_____

REFERENCES

Bank _____ Address _____

Attn: _____; Phone _____; Email _____

Bank _____ Address _____

Attn: _____; Phone _____; Email _____

Credit _____ Address _____

Account# _____

Attn: _____; Phone _____; Email _____

If a "yes" answer is given to a question in this area below, explain on an attached sheet.

	Purchaser (Yes or No)	Co-Purchaser (Yes or No)
Have you any outstanding judgments?	_____	_____
In the last 7 years, have you been declared bankrupt?	_____	_____
Have you had property foreclosed or given title or deed in lieu thereof?	_____	_____
Are you a guarantor, co-maker or endorser on a promissory note or any other obligation?	_____	_____

	Purchaser Yes or No	Co-Purchaser Yes or No
Are you obligated to pay alimony, child support, or separate maintenance?	_____	_____
If so, what is the amount?	_____	_____
Is any part of the down payment borrowed or a gift?	_____	_____
Are you a smoker?	_____	_____

If any portion of the down payment is a gift or is borrowed, please list amounts, sources, and repayment terms, if applicable. _____

3 Personal References for each Purchaser (no relatives). State how long known and in what capacity.

3 Business References for each purchaser (no relatives). State how long known and in what capacity.

Name: _____

Name: _____

Address _____

Address: _____

Phone Numbers:

Phone Numbers:

Home: _____

Home: _____

Mobile: _____

Mobile: _____

Email: _____

Email: _____

Name: _____

Name: _____

Address: _____

Address: _____

Phone Numbers:

Home: _____

Mobile: _____

Email: _____

Phone Numbers:

Home: _____

Mobile: _____

Email: _____

Name: _____

Address: _____

Phone Numbers:

Home: _____

Mobile: _____

Email: _____

Name: _____

Address: _____

Phone Numbers:

Home: _____

Mobile: _____

Email: _____

The Applicant(s) is advised that this Application is subject to the approval of the Board of Directors without which the proposed purchase may not be consummated. The Applicant(s) is directed to the Corporation's By-Laws, Proprietary Lease and House Rules that govern the occupancy of the Building by its residents and Applicant(s) agrees to be governed thereby.

In consideration of the purchase as-requested herein, the undersigned hereby agree(s) to indemnify, defend and hold harmless the Corporation and each of its directors, officers and employees, from and against any claims, losses and liabilities arising from any matters pertaining to such purchase. The foregoing indemnity shall include attorney's fees and expenses. In the event of any litigation arising from the purchase in which the Corporation, any of its Board members, officers, or employees are named as a party, the undersigned shall also be responsible for and pay the Corporation's and such other person's legal fees other expenses as incurred in defending itself or themselves.

The undersigned agree(s) that any amounts due hereunder to the Corporation shall be deemed to be additional maintenance and shall be liens upon the shareholder's stock until paid in full and may be treated by the Corporation as if any amounts owing hereunder were unpaid additional to be maintenance subject to summary proceedings.

Moreover, in no event will the Corporation, the Board of Directors, its members, officers, or agents be responsible for any claims, losses, liabilities or expenses paid or incurred by any Applicant(s) whose Application is not approved or for expenses or liabilities resulting from any delay in review.

The information furnished to the Board of Directors will be treated as confidential. Commercially reasonable efforts will be made to respect the rights and privacy of Applicant(s).

The undersigned authorizes the Corporation, the members of the Board of Directors, its officers and agents to contact any of the employers, banks, landlords, educational institutions, references, credit agencies and others, described herein in order to obtain information bearing upon the Applicant(s) or this Application.

The undersigned will not occupy the Apartment without express written permission of the Managing Agent and on an approved date as given by the Managing Agent, which date shall not be prior to the closing. At least 3 days prior to moving in, the undersigned will deposit the sum of \$1, 000 with the Managing Agent as security to the Corporation for any damage resulting therefrom. The Superintendent of the Building, promptly after the move is complete, shall certify in writing the amount of damage (if any) and this amount (if any) shall be deducted from the deposit and the remainder (if any) returned to the undersigned.

THE UNDERSIGNED CERTIFIES THAT THE INFORMATION FURNISHED HEREIN IS TRUE AND COMPLETE, AND DOES NOT OMIT ANY MATERIAL FACTS.

Date: _____

Prospective Purchaser

Prospective Purchaser

NOTE: Complete the schedule of assets as shown below. For each bank, brokerage or securities account, provide as an exhibit a complete copy (i.e., each page) of (i) the most recent monthly statement and (ii) the most recent year-end statement. Mark each exhibit with a number (e.g., Ex. I, Ex. 1, Ex. 3 etc.) and note next to each asset and liability in the schedule the number(s) of the corresponding exhibit(s). For assets and liabilities not held in an account, provide evidence of the holding, such as statements accompanying dividend payments. Include all exhibits at the end of the Application. **An Application will only be considered to be complete when all required documents including Schedules, Exhibits and supporting information (e.g. tax returns, investment account statements, etc.) are submitted.**

Assets

(Provide a separate Schedule, if needed, and submit copies of recent investment banking and Bank statements issued by the applicable institution.)

Bank and Money Market Accounts

Institution	Account Nos.	Amounts
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
	Total Cash	\$ _____

Securities

Identification	Units	Market Value
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
	Total Securities	\$ _____
	Total Liquid Assets	\$ _____

Automobiles (owned)

Make and Model	Year	Value
_____	_____	\$ _____
_____	_____	\$ _____
	Total Automobile Value	\$ _____

Vested Retirement Fund(s) (Pension, IRA, 401 (k), etc.)

Identification	Value
_____	\$ _____
_____	\$ _____
	Total Fund Value

Real Estate

Identification	Value	Equity	Annual Carrying Charges (including maintenance)	Net Rental Income
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____
			Total Equity	\$ _____

Other Assets

Identification	Value
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Other Assets	\$ _____
Total Assets	\$ _____

Liabilities

(Provide a separate Schedule, if needed)

Installment/Charge Account Debts (Separate Schedule, if needed)

Identification	Monthly Payments	Months Left	Unpaid Balance
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
		Total Unpaid Balance	\$ _____

Automobile Loans/Leases

Car/Year	Monthly Payments	Months Left	Unpaid Balance
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
		Total Automobile Balance	\$ _____

Securities Pledges

Identification	Monthly Payments	Months Left	Unpaid Balance
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____

Other Liabilities (including loans, mortgages, alimony, etc.)

Identification	Monthly Payments	Months Left	Unpaid Balance
_____	_____	_____	\$ _____
_____	_____	_____	\$ _____
		Total Pledges and Other	\$ _____

Net Worth

Total Assets \$ _____
 Total Liabilities \$ _____
 Net Worth \$ _____

HEATHCOTE-OVERHILL CORPORATION

I have read and understand the Proprietary Lease, By-Laws and House Rules for Heathcote-Overhill Corporation located at 50 Popham Road, Scarsdale, NY. I shall abide by all the regulations therein. I have also received the Lead-Paint Disclosure packet.

Purchaser

Purchaser

Date:

COMPLETE ONE PER APPLICANT

AUTHORIZATION FOR THE RELEASE OF CONSUMER CREDIT REPORT INFORMATION TO THE FOLLOWING COMPANY OR CORPORATION

I _____ hereby authorize Garthchester Realty and the agencies used by this company or corporation, to obtain the release of, and/or permission to obtain and review, full consumer credit report information from the credit reporting agencies and/or their vendors. 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 and shall 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:



Garthchester Realty

How to Make Monthly Maintenance Payments:

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

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

(2) Bill Pay Account via Your Bank:

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

(3) Mail a Check payable to: Name of Property
Garthchester Realty
PO Box 5089
White Plains, NY 10602-5089

SAMPLE STATEMENT AND ACCOUNT etc.

BOB SMITH 123 MAIN STREET #1D SCARSDALE, NY 10583		DATE	7/01/15
		ACCOUNT NO.	XX/XX
		AMOUNT DUE	\$654.87

Please Remit Payment To:

GARTHCHESTER REALTY
P.O. BOX 5063
WHITE PLAINS, NY 10602-5063

MAKE CHECK PAYABLE TO:
NAME OF PROPERTY _____

071303131040000000 0 090116 0065467 000 0

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



Receiving your monthly invoices just got easier



Register for eBills

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

Receive your invoice online:

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

Register just once at: www.garthchesterrealty.com

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

It couldn't be easier! Simply visit www.garthchesterrealty.com to register

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



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 do not 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, manufactures recommends 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 nonsealed 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.