# 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 of 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.

Rev. 12/15/2021

# 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. 12/15/2021)

1. Income: Preferred Minimum net income 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. 12/15/2021)

# **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 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. The Corporation has a strict "No Smoking" policy. Smoking of any type is not permitted in the Building or the area surrounding the Building, including all common areas, in apartments of residents, on their terraces, or on the patio, lawn or front driveway.
- 3. No person with diplomatic immunity may own or reside in any apartment in the Building.
- 4. 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.
- 5. 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.
- 6. If Purchaser intends to do any renovations to the Apartment, Purchaser should request a copy of the renovation application to understand the requirements

SHARES

MONTHLY MAINTENANCE

PARTIES INVOLVED IN TH	HE PURCHASE
------------------------	-------------

1. PURCHASER(S)

(NAME)

(SOCIAL SECURITY NUMBER)

(CURRENT ADDRESS)

(E-MAIL)

(PHONE: HOME AND MOBILE)

(MAKE/MODEL/YEAR)

(NAME)

(SOCIAL SECURITY NUMBER)

(CURRENT ADDRESS)

(E-MAIL)

(PHONE: HOME AND MOBILE)

(MAKE/MODEL/YEAR)

(LICENSE PLATE NUMBER)

(STATE)

(NAME OF LAW FIRM)

(ADDRESS OF LAW FIRM)

(PHONE: OFFICE AND MOBILE)

(LICENSE PLATE NUMBER)

(STATE)

ATTORNEY FOR PURCHASER(S)

VEHICLES(S)

(ATTORNEY RESPONSIBLE)

(ADDRESS)

(EMAIL)

(NAME)

(SOCIAL SECURITY NUMBER)

(CURRENT ADDRESS)

(E-MAIL)

2. SELLER(S)

(NAME)

(SOCIAL SECURITY NUMBER)

(CURRENT ADDRESS)

(E-MAIL)

(PHONE: HOME AND MOBILE)

(PHONE: HOME AND MOBILE)

ATTORNEY FOR SELLER(S)

(NAME OF LAW FIRM)

(ADDRESS OF LAW FIRM)

(EMAIL)

(ADDRESS)

(ATTORNEY RESPONSIBLE)

(PHONE: OFFICE AND MOBILE)

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

### HEATHCOTE-OVERHILL CORPORATION <u>PURCHASE APPLICATION</u> (rev. 12/15/2021)

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

### **INSTRUCTIONS**

- Additional copies of this Application are available on the Garthchester Realty website: <u>www.GarthchesterRealty.com</u>. 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. A fully completed <u>signed</u> Application with all attached forms—8 copies.
  - b. A <u>signed</u> copy of the Federal tax returns for each Purchaser for last two 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—4 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, if available or other financing commitment and application for financing (drafts if not finalized). Please note that a maximum of 50% of the purchase price may be financed—4 copies.
  - f. Three written personal references and three written business references for each Purchaser.
- 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.

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.

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.

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# HEATHCOTE-OVERHILL CORPORATION <u>Purchase Application</u>

		Garthchester Rea	alty	
		440 Mamaroneck A	venue	
		Harrison, NY 105	28	
			Date	<u> </u>
Prospective I	Purchaser(s):		Apt. #	
Present Addı	ress:			
Соор:	Rental:	Private Home:	How Long:	
Telephone N	o. (Home)	(Business)	(Mobile	
Email addres	ss(es):			
Number of S	hares:	Antici	pated Closing Date:	
Previous Add	dress:		How Long:	
Purchase Pri	ce: \$	Mort	gage: \$	
Down Payme	ent: \$			
Other Financ	cing (if any):			
Prospective I	Monthly Mortgage	Payment (if any) includ	ing escrows):	
Number of p	eople occupying A	partment on a regular b	asis:	
Will there be	e other occupants i	n the Apartment?	Yes No	
If yes, how m	nany			
Do any Occu	pants smoke?			

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 Referen	ces
SPOUSE OR OTHER PURCHASER	
Employer's Name	
Address	
Telephone (land line and mobile)	
Email	
Type of Business	Position
Employer or other Business Referen	ces
Number of years in present employment	Spouse
Annual Income (Prior calendar year) \$	Spouse \$
Do you anticipate any substantial increase/decre in the future? If so, explain on attached sheet	ease in your income during the current year or
Provide the same information for your previous employment	employer if less than 2 years in your present
Other sources of income (including pensions) 1) 2)	
3)	

REFERENCES			
Bank	Addre	ess	
Attn:	_; Phone	; E	mail
Bank	Addre	255	
Attn:	_; Phone	; E	mail
Credit			
Attn:	· Phone	· Fr	mail
If a "yes" answer is given to a question	Pure	chaser s or No)	Co-Purchaser (Yes or No)
Have you any outstanding judgments	?		
In the last 7 years, have you been dec bankrupt?			
Have you had property foreclosed or given title or deed in lieu thereof?			
Are you a guarantor, co-maker or enc a promissory note or any other obliga			

	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 repayment terms, if applicable	-	
3 Personal References (in writing) for each Purchaser (no relatives). State how long known and in what capacity.		nces (in writing) for each tives). State how long t capacity.
Name:	Name:	
Address	Address:	
Phone Numbers:	Phone Numbers:	
Home:	Home:	
Mobile:	Mobile:	
Email:	Email:	
Name:	Name:	
Address:	Address:	
	<u> </u>	

Phone Numbers:	Phone Numbers:
Home:	Home:
Mobile:	Mobile:
Email:	Email:
Name:	Name:
Address:	Address:
Phone Numbers:	Phone Numbers:
Home:	Home:
Mobile:	Mobile:
Email:	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 the Corporation and each of its directors, officers and employees, harmless 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, 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. 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. The documents required are official statements issued by the brokerage firm, bank or other institution. 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	\$
Securiti	es		
	Identification	Units	Market Value
			\$
			\$
		Total Securities	\$ \$
		Total Liquid Assets	\$\$
Automo	obiles (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

					Annual Carrying Charges (including maintenance)	Net Rental Income
	Identification	Value	Equity			
		\$	\$		\$	\$
		\$	\$		\$	\$
		\$ \$	\$ \$		\$ \$	\$ ¢
		Ŷ	ېې		ې Total Equity	\$ \$
Other	Assets					
	Identification			Value		
				\$		
				\$		
				۶		
		Total O	ther Assets	\$ \$		
		т	otal Assets	\$		

### Liabilities

(Provide a separate Schedule, if needed)

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

mobile
ses
gages

## **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:			

### PARKING AGREEMENT

In order to provide a convenient and safe parking facility for residents of Heathcote Overhill, the Corporation has entered into an agreement with the owner of the adjacent office building located at 2 Overhill Road for access to our interior parking spots. 2 Overhill is responsible for operating and maintaining the garage providing each resident with unassigned parking space(s) as well as valet parking during specified hours. Parking fees are charged by Propark, the company managing the garage and are paid directly to that company; these fees are not part of the Corporation's monthly maintenance expense. Residents are expected to arrange for parking in the 2 Overhill garage, utilizing the facility as soon as they move into the building.

There is extremely limited parking at the front of the building. These exterior parking spaces are intended for short-term use by residents and their guests, caregivers, and Heathcote Overhill staff. Overnight exterior parking by residents is discouraged except in an emergency. Contractors are limited to one vehicle in the front parking area for each apartment in which the contractor and any of its subcontractors are working. This means only one vehicle for the general contractor and all subcontractors involved with the same job may park in the front parking area.

These guidelines must be followed to maintain fair, orderly, and equitable use of the limited front spaces.

The undersigned certify that they understand this policy and agree to abide by its terms should their Purchase Application be approved.

Date:

**Prospective Purchaser** 

**Prospective Purchaser** 

# Garthchester Realty

### How to Make Monthly Maintenance Payments:

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

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

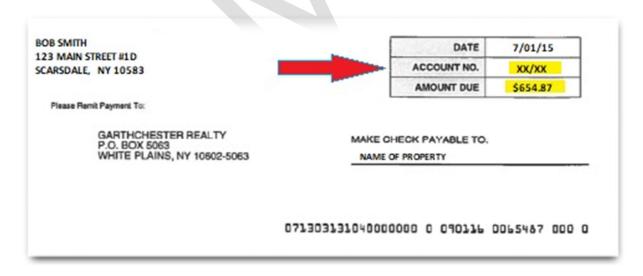
### (2) Bill Pay Account via Your Bank:

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 <u>Resident Account Number</u> 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.



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



### Simplify your life... Go paperless

Register just once at: www.garthchesterrealty.com

Receive your invoice online:

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

- Click on the '<u>Go Paperless and then Register</u>' button
   Complete the registration form (you will need the
  - . Complete the registration form (you will need the WebReg# from your invoice)
- 3. Click the 'Create your account' button
- 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 <u>NEW</u> or <u>REPLACEMENT</u> 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 <u>do not need to replace alarms</u> 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 10year 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.