

440 Mamaroneck Avenue, 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

## PROCEDURES FOR OBTAINING A WAIVER OF RIGHT OF FIRST REFUSAL FOR UNIT SALES

## THE RESIDENCES AT JEFFERSON PLACE CONDOMINIUM

Please submit the following directly to our office:

- The attached information form completed.
- The attached authorization form completed and signed.
- A copy of the Contract of Sale.
- A copy of purchaser's mortgage commitment, if applicable.
- A check payable to Garthchester Realty in the amount of \$250.
- A check payable to Garthchester Realty in the amount of \$185, per person, for background check.
- A check payable to The Residences at Jefferson Place Condominium in the amount of \$500 from the seller, as a move-out fee.
- A check payable to The Residences at Jefferson Place Condominium in the amount of \$500 from the buyer, as a move-in fee.
- A check payable to The Residences at Jefferson Place Condominium equal to two months common charges from the buyer as the non-refundable contribution to working capital\*.
- A check payable to The Residences at Jefferson Place Condominium equal to one month common charges as the non-refundable contribution to the reserve fund\*.

Above should be received at least two weeks prior to closing in order to receive required documentation from our office needed for closing.

\*See Article 8.10 of the By-Laws

All adults (i.e., any one 18 years or older) intending to reside at Jefferson Place must have a Federal and State background check conducted. This is in effect immediately for new sales and new leases, and for renewal leases if the resident mix has changed.

Also, each member within this group is now required to sign the Hold Harmless Agreement.

New residents under 18 years old must be identified by name and age as part of the information submitted to the Board for ROFR sign off.

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#### CHECKLIST FOR SALE OF CONDOMINIUM UNIT

If you are planning to sell your Condominium Unit, please be aware of the following requirements which must be completed prior to the sale of the Unit. Please be aware that the Board requires 20 days to review and approve these items, so this should be taken into account when scheduling your closing.

The following must be submitted to Garthchester Realty, the Managing Agent, PRIOR TO closing:

- 1. Right of First Refusal Application including fully executed Contract of Sale (minimum of 20 days required for Board to review and approve). Your contract MUST include the following:
  - a. The condominium should be referred to as "The Residences al Jofferson Place Condominium"
  - b. Please indicate number of parking licenses (please do not refer to them as "spaces") and whether they are reserved or unreserved (including reserved parking space number if applicable)
  - c. Please indicate number of storage bins and storage bin number(s) if applicable
- 2. Commitment Letter from Lender if purchase of unit is being financed
- 3. Fee for Background and Credit Check of Purchaser(s) (\$185 per person, payable to The Residences at Jefferson Place). Background check may also be required for any other occupant(s) over the age of 18 (\$160 per person).
- 4. Processing Fee to Garthchester Realty (\$250, payable to Garthchester Realty)
- 5. Mail forwarding address of Seller
- 6. Seller's Move-out deposit (\$500, payable to The Residences at Jefferson Place, refundable it no damage is caused upon move-out). Movers should issue a certificate of insurance listing The Residences at Jefferson Place as an insured, and this must be faxed to the Superintendent at least 48 hours prior to move-out.
- 7. Purchaser's Move-in deposit (\$500, payable to The Residences at Jefferson Place, refundable if no damage is caused upon move-out). Movers should issue a certificate of insurance listing The Residences at Jefferson
- Place as an insured, and this must be faxed to the Superintendent at least 48 hours prior to move-in. Prior to move-in, it is also recommended that Purchasers obtain a Condominium Insurance Policy with a minimum coverage of \$500,000.
- Payment in full of all monies owed to the Condominium by Unit Owner, including common charges and utility charges billed by ista North America.
- 9. Per the Offering Plan, Purchasers must provide two (2) individual cashiers checks payable to The Residences at Jefferson Place equal to:
  - a. 2 months of common charges for the Working Capital Account
  - b. I month of common charges for the Reserve Account
  - c. This is not considered prepayment of common charges
- 10. Purchaser(s) must sign Jefferson Place Hold Harmless Agreement for use of amenities.
- 11. If applicable, please attach Pet Registration Form for each pet owned by Purchasers (maximum 2 pets per unit) including copy of License and Proof of Vaccination. <u>All prospective purchasers should be made aware that</u> as of October 1, 2008 the Board does not permit any pets over 40 pounds to reside in a Unit. This includes purples which may be more than 40 pounds as adults.
- 12. If the unit includes more than one (1) parking license, please attach Parking License Request for Transfer of Ownership (allow 30 days for Board to review and approve) AND the <u>original</u> countersigned License Agreement(s).
- 13. If the unit included a Storage Bin license, please attach Storage Bin License Request for Transfer of Ownership (allow 30 days for Board to review and approve) AND the original countersigned License Agreement(s).

Please note: Failure to receive Board approval for transfer of Parking License(s) and/or Storage Bin License(s) will result in the Condominium taking ownership of License(s) at closing.

The following must be transferred from the Unit Owner to the Purchaser in conjunction with the sale of the Unit:

- 1. The Offering Plan, including all Amendments to the Plan
  - 14 Amendments as of June 2008 (can be printed from the BuildingLink Library)
  - Offering Plan can be purchased for a fee from a local printing company (approximately) price subject to change). Please contact Garthchester Realty for information. \$250.00 Hard Copy \$150.00 CD Disc
- All Condominium Financial Statements for Prior Years (Owners receive statements each year; copies available from Garthchester Realty for a fee)
- Licenses issued in the name of the Purchaser for Additional Parking and/or Storage Bins, along with notarized Consent to Transfer from the Board. These must be signed and notarized by the Purchasers and returned to Garthchester within 15 days of closing to be countersigned.
- 4. Jefferson Place Resident Manual, including all Condominium Rules and Regulations, Appliance User Manuals and Warranties
- 5. All Keys and Access Fobs with the exception of Parking Medallions and Garage Entry Cards:
  - Keys to Unit
  - Mailbox Key(s)
  - Entry Fob(s)
- Parking Medallion(s) and Garage Entry Card(s) should be delivered to the Superintendent who will provide the new owner with these items in person along with the Owner Handbook. For entry to the garage prior to meeting the Superintendent, owners can obtain a visitor parking pass.

This list of requirements for Board approval is subject to change. For additional information, please contact Carol Dreher, the Managing Agent, at (914) 725-3600 x113. You should also consult your Attorney for information on additional documents, filings and/or fees that may be required in conjunction with a sale.

### THE RESIDENCES AT JEFFERSON PLACE CONDOMINIUM

## WAIVER OF RIGHT OF FIRST REFUSAL INFORMATION

Unit #		
Buyer's Name		
Buyer's Current Address		
Telephone #		
Seller's Name		
Telephone #		
Purchase Price		
Proposed Closing Date		
Buyer's Attorney's Name		
Buyer's Attorney's Address		
Telephone #		
Seller's Attorney's Name		
Seller's Attorney's Address		
Telephone #		

# SPRINKLER SYSTEM

The Residences at Jefferson Place Condominium 300 Mamaroneck Avenue and 31 Greenridge Avenue White Plains, NY 10605 Unit # \_\_\_\_\_

Pursuant to the Real Property Law, Section 231-A, this will advise that there is a maintained and operative sprinkler system in the referenced premises and the most recent date of maintenance was  $\underline{Pen}$  and the most recent date of inspection was  $\underline{Pen}$ .

Tenant

#### HOLD HARMLESS AGREEMENT

I the undersigned Unit Owner of Unit \_\_\_\_\_\_ at The Residences at Jefferson Place Condominium ("Unit Owner(s)") and Tenants, if applicable, herewith agree that my (our) use of any of the following facilities or amenities: Business Center; Conference Room; Library; Fitness Center; Media Room; Club Room; Building Link Web-based System; Key Storage; or Children's Playroom is conditioned on the following:

I (we) accept of the terms and conditions established by the Board of Managers regarding the use of each of the facilities or amenities and further

I (we) agree that if any claim is made against The Residences at Jefferson Place Condominium, its Managing Agent, or any Director, Officer, Employee thereof as a result of the use of the facility or amenity by me (us) or my (our) Tenants or our Guests or our Tenant's Guests or if there are any damages sustained or any claim made as a result of my (our) use or that of our guests or tenants or their guests of the facility or amenity then the undersigned Unit Owner(s) and Tenants will indemnify and hold The Residences at Jefferson Place Condominium, its Managing Agent, or any Director, Officer, Employee thereof harmless as against any such claim, judgment, loss, penalty, expense, damage, injury, attorney's fees, costs, disbursements, and the like as a result of any such claim and will pay for same and will also pay for any damages, property damage, or personal injury to any person injured or damaged by said use. The Residences at Jefferson Place Condominium, its Managing Agent, Directors, Officers and Employees will be entitled to retain their, his or her own counsel, at the expense of the undersigned Unit Owner for the defense of any such claim, action or litigation, and it is further agreed that the undersigned will not make any claim or bring any action against The Residences at Jefferson Place Condominium, its Managing Agent or any Director, Officer, Employee as a result of the use of said facility or amenity.

I (we) further agree that the undersigned will be responsible for all damage to the facilities as a result of my (our) use and for all legal fees and costs of The Residences Jefferson Place Condominium incurred in the collection of any monies due as a result of said damages.

This Agreement is effective so long as the undersigned owns or resides in the premises from the date hereof. It is understood and agreed that in the event a Unit Owner leases his/her unit then Unit Owner as well as the Tenant is agreeing to the terms of this hold harmless agreement and agrees to the indemnification terms whether or not the actual use of the amenity is by the Unit Owner, the Unit Owner's guests, or the Tenant or the Tenant's guests.

Unit Owner	Unit #	Tenant	Unit #
Unit Owner	Unit#	Tenant	Unit#
Date:		Date:	

#### AGREEMENT FOR USE OF AMENITIES AND GYM WAIVER, INDEMNIFICATION AND RELEASE

Jefferson Place Condominium ("Condominium") has adopted a set of COVID Rules and Regulations ("Rules") for the safety and health of participants using the gym, club room, media room, business center, children's playroom (hereinafter collectively referred to as "Amenities"). Each individual participant is required to follow the Rules when using the Amenities. The Condominium reserves the right to limit the number of participants who use the Amenities at any point in time. The Rules are subject to change without prior notice as the Board of Managers deems necessary and appropriate. The Condominium reserves the right to suspend and/or terminate privileges and/or issue a fine for any participant who does not follow the Rules. In the event that the Rules are not followed the Board of Managers may elect to close the Amenities. Prior to the use of the Amenities each individual must sign below and by signing below you agree to be bound by this agreement as well as honor any such suspension/termination or fine imposed.

#### Assumption of Risk

I certify that I am physically fit and suffer from no condition, impairment, disease, infirmity or other illness (including but not limited to COVID-19) that would endanger others or prevent me from using the Amenities. I hereby assume all risk of loss, danger or injury (including death) to myself and my children from COVID-19 infection or other communicable illnesses or injuries arising from the use of the Amenities, and I hereby agree that I am solely responsible for any resulting illness or personal injury, including death, to myself or my children who accompany me, as a result of using the Amenities.

#### Waiver, Release, Covenant Not to Sue and Indemnification

In consideration of being granted permission to use the Amenities during this time of the threat of COVID-19, I, for myself, my heirs, personal representatives and assigns, do herby release, waive, discharge and covenant not to sue the Condominium, its directors, officers, employees, managing agents, volunteers and pool contractors (collectively referred to as "*Released Parties*") from any and all claims or liabilities, including but not limited to, illness, personal injury (including death), which may result from my use of the Amenities associate with COVID-19 Virus or any condition, infection, illness or injury related to COVID -19, or cleaning products or materials that may have been used to disinfect for COVID-19. I further save and hold harmless and indemnify the Released Parties from any and all claims, actions, suites, damages and liabilities, including attorney's fees, made as a result of my use of the Amenities, whether caused by the negligence of the Released Parties or otherwise and to reimburse the Released Parties for any such expenses incurred by them from my use of the Amenities.

#### PARENT/GUARDIAN WAIVER FOR MINORS (Under the age of 18):

The undersigned parent(s) or legal guardian(s) do hereby represent that he/she has consented to his/her child's use of the Amenities, and has agreed on behalf of the child, to the terms of this waiver and release of liability and to save and hold harmless and indemnify the Released Parties from any and all claims, actions, suits, damages and liabilities, including attorney's fees, made as a result of my use of the Amenities, whether caused by the negligence of the Released Parties or otherwise and to reimburse the Released Parties for any such expenses incurred by them from the child's use of the Amenities.

I HAVE READ THIS DOCUMENT AND UNDERSTAND ITS TERMS. BY SIGNING THIS DOCUMENT, I AM WAIVING ANY RIGHT I OR MY CHILDREN OR SUCCESSORS MAY HAVE TO BRING A LEGAL ACTION OR ASSERT A CLAIM AGAINST THE CONDOMINIUM, ITS DIRECTORS, MANAGING AGENTS OR POOL COMPANY FOR ANY INJURY OR DEATH SUSTAINED. I HAVE SIGNED THIS FREELY AND VOLUNTARILY. (I expressly agree that the foregoing waiver and release of liability, indemnity agreement and assumption of risk is intended to be as broad and inclusive as is permitted by the law of the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.)

THIS WAIVER AND RELEASE MUST BE SIGNED BY (x) UNIT OWNERS AND RESIDENTS 18 YEARS OF AGE OR OLDER, (y) THE RESIDENT LEGAL GUARDIAN OF RESIDENT MINOR CHILDREN:

#### **OWNER / RESIDENT / GUARDIAN OF MINOR**

UNIT NUMBER.		
SIGNATURE:		
PRINT NAME:		
SIGNATURE:		
PRINT NAME:		
NAME OF MINOR:	AGE:	
RELATIONSHIP TO MINOR:		
NAME OF MINOR:	AGE:	
RELATIONSHIP TO MINOR:		
NAME OF MINOR:		
DATED:	. 2021	

# Jefferson Dace

# Date:June 29, 2021Subject:Change to Jefferson Place Rules and Regulations

The Board of Managers has approved the following rules and regulations, EFFECTIVE IMMEDIATELY. The new rules, described below, will supersede any previous applicable rules.

#### USE OF AMENITIES AND GYM WAIVER, INDEMNIFICATION AND RELEASE

Jefferson Place Condominium ("Condominium") has adopted a set of COVID Rules and Regulations ("Rules") for the safety and health of participants using the gym, club room, media room, business center, children's playroom (hereinafter collectively referred to as "Amenities"). Each individual participant is required to follow the Rules when using the Amenities. The Condominium reserves the right to limit the number of participants who use the Amenities at any point in time. The Rules are subject to change without prior notice as the Board of Managers deems necessary and appropriate. The Condominium reserves the right to suspend and/or terminate privileges and/or issue a fine for any participant who does not follow the Rules. In the event that the Rules are not followed, the Board of Managers may elect to close the Amenities. Prior to the use of the Amenities, each individual must sign the "Agreement For Use Of Amenities And Gym Waiver, Indemnification And Release."



Garthchester Realty

www.GarthchesterRealty.com

440 Mamaroneck Ave, 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

## April 19, 2018

#### PET RULES

- 1. Each pet kept, harbored and/or housed at The Residences at Jefferson Place (Condominium) shall be registered with the Condominium.
- 2. A onetime \$50 fee is required for newly registered dogs.
- 3. A pet owner shall submit, on a timely basis, the following to the satisfaction of the Board: Pet Registration Form, a current licensed veterinarian's Certificate of Vaccination and a current Proof of License. The Pet Registration Form is available from: Garthchester Realty, 440 Mamaroneck Avenue, Harrison, NY 10528, PH# 914-725-3600.
- 4. For each dog kept, harbored and/or housed the Certificate of Vaccination shall include, but not be limited to, current and full grown mature weights and vaccination history.
- 5. A pet weighing 40 pounds or more when at full growth shall not be permitted to be kept, harbored and/or housed at the Condominium.
- 6. The Condominium shall not permit under any circumstances the harboring or visitation of any dog which is or contains the following breeds: Akita, Alaskan Malamute, American Staffordshire Terrier, Bull Terrier, Chow, Doberman Pincher, German Shepherd, Miniature Bull Terrier, Pit Bull, Presa Canario, Rottweiler, Siberian Husky, And Staffordshire Bull Terrier or any other type of similar dog or mixed breed with vicious or violent propensities as determined by the Board of Managers in its sole discretion.
- 7. Notwithstanding other provisions contained herein, a resident with medical vision, hearing and/or physical disabilities may employ a properly registered and certified guide dog, signal dog or service dog without weight limited.
- 8. A unit Owner or Tenant failing to properly register a pet with the Condominium within two weeks of residency shall incur a fine of \$50 charged to the unit owner's account.
- 9. Failure to properly register the pet with the Condominium shall result in requiring the removal of the pet by the unit owner within seven (7) days of notification. Should the pet continue being kept, harbored and/or housed after this time period, the unit owner's account shall be charged \$50 per week. Additionally, other Condominium privileges may be disallowed at the sole discretion of the Board.
- 10. The Board, at its sole discretion, shall retain the right to disallow a pet from being kept, harbored and/or housed that is acknowledged to be a dangerous and/or aggressive breed.
- 11. A pet found to disturb another resident or residents, is allowed to run freely, is aggressive and/or destructive to Condominium property shall be subject to removal from the Condominium within seven (7) days from the date of notification the unit owner. Failure to comply after this period shall result in the owner's account being charged \$50.00 per week until compliance by the owner is made. Also, other Condominium privileges may be disallowed at the sole discretion of the Board.
- 12. Residents with pets shall not congregate in the lobby or other indoor common areas of the Condominium.
- 13. No pet shall be permitted in the Children's Playroom, Club Room, Media Room, Business Center, library, Fitness Center unless the pet is a registered animal as noted in Paragraph 5.
- 14. A pet shall be accompanied by and under control of a responsible adult at all times by the use of a leash when on outdoor common areas or indoor common areas of the Condominium. Additionally, when approaching other people or pets, the dog should be kept on a short leash or carried. Further, a pet shall not be permitted within any outdoor gated or fenced area.

- 15. The Condominium reserves the right to require that the dog be muzzled.
- 16. If a resident does not want to share an elevator with a dog (whether on a tight leash or carried) they may request to keep the dog out of the elevator, the dogs guardian must respect that request and wait for another elevator.
- 17. A pet shall use the designated pet walk area adjacent to the garage on Jefferson Place and a responsible adult shall be in control of the pet with a leash.
- 18. All those walking dogs must at all times clean up all waste and deposit it in a proper container.
- 19. The unit owner shall be personally responsible and fully liable for any and all damages, costs and expenses, including reasonable legal fees, incurred by the Condominium, or as a result of any personal injuries to others or property damage caused to the Condominium and others, due to the conduct, behavior and/or actions of the pet.

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#### PET REGISTRATION FORM

Residents must submit a completed registration form for <u>each</u> pet in their Unit (maximum of 2 pets permitted per unit). Please return completed forms to the concierge.

If the pet is a dog or cat, please attach the following:

- \* Certificate of Vaccination
- \* Proof of License

Date:	Unit Number:
Unit Owner:	Unit Owner Daytime Phone:
Tenant:	Tenant Daytime Phone:

Pet's Name:			
Type of Pet:	Dog 🗌	Cat 🗆	Other (please specify):
If Dog, specify	Breed:		
Sex:	Male 🗌	Female	
Color:			
Age of Pet:			
Current Weigh			Puppy, Expected Weight When Fully Grown:
Note: As of April 20, 2018, the Board will NOT give approval for any pet weighing 40 lbs. or more, or for a pet that is expected to weigh 40 lbs. or more when fully grown, to reside in a Condominium Unit. Violations of this rule will result in substantial fines and/or eviction of the pet from the Condominium.			
Is Pet a Service	Animal?	Yes 🗌 No 🗆	]

A \$50 registration fee is required for all dogs.

## DISCLOSURE

Please be advised that we and/or our agent , may obtain consumer reports and/or investigative consumer reports about you for tenancy purposes, including without limitation, for the purposes of evaluating you for initial tenancy, tenancy renewal, and retention as a tenant, at any time prior to or during your tenancy and without giving you any additional notice. Pursuant to the Fair Credit Reporting Act (FCRA), consumer reports and/or investigative consumer reports (reference checks) may include, without limitation, information about your character, general reputation, personal characteristics and mode of living, whichever are applicable, as well as salary history, reason for termination, eligibility for rehire and any disciplinary actions taken against you. An investigative consumer report may involve personal interviews with sources, including without limitation, landlords, employers, supervisors, coworkers, clients, friends, associates and neighbors.

The FCRA provides you with the right to request from us, in writing within a reasonable amount of time, a disclosure of the nature and the scope of any investigative consumer report (reference check). The disclosure shall be made in writing and mailed, or otherwise delivered, to you no later than 5 days after the date on which your request is received or 5 days after the date on which the report was first requested, whichever is later. You may also request a "Summary of Your Consumer Rights under the FCRA" as prepared by the Federal Trade Commission. These can be obtained at no charge.

To obtain a disclosure of the nature and the scope of any investigative consumer report (reference check), please provide us a written request. To obtain a "Summary of Your Consumer Rights", simply let us know that you would like a copy.

#### **AUTHORIZATION/CONSENT & RELEASE**

I, the undersigned, certify that all the information provided as part of my application for tenancy is true and complete to the best of my knowledge. I acknowledge that any false or misleading information in my application materials or interview may result in denial of tenancy or eviction, if I have become a tenant and that any personal information requested, including date of birth, is requested solely for identification purposes.

I hereby authorize \_\_\_\_\_\_ ("Company") and/or its agent . to prepare consumer reports and/or investigative consumer reports (reference checks) about me for employment purposes, including without limitation, for the purpose of evaluating me for tenancy purposes, including without limitation, for the purposes of evaluating you for initial tenancy, tenancy renewal, and retention as a tenant, at any time prior to or during your tenancy and without giving you any additional notice.

I FURTHER AUTHORIZE ALL PERSONS, EMPLOYERS, SUPERVISORS, COWORKERS, SCHOOLS, COMPANIES, CORPORATIONS, ORGANIZATIONS, CREDIT BUREAUS, COURTS AND ANY GOVERNMENTAL, LAW ENFORCEMENT, LICENSING AND RECORD-KEEPING AGENCIES, AND ANY OTHER SOURCE OF INFORMATION TO PROVIDE ALL INFORMATION REQUESTED WITH RESPECT TO MY BACKGROUND, INCLUDING ANY CRIMINAL RECORDS, TO COMPANY AND/OR ITS AGENT HRPLUS.

I hereby voluntarily and knowingly release and discharge Company, HRPLUS and any source of information from any and all claims, damages, losses, liabilities, costs and expenses arising from or relating to the retrieving, preparing and reporting of any information, including without limitation any inaccurate or incomplete information, to the fullest extent permitted by law.

I certify that I have read and understand this entire document, including the above DISCLOSURE, and I agree that a copy of this document is as valid as the original.

Applicant's Signature Date	Applicant's Printed Name		
Applicant's Social Security Number	Former/Other Name(s) Used (and date of name change)		
Date of Birth	() Area Code & Telephone Number		
		TO PRESENT	
Current Address	Lived there from (DD/MM/YYYY)		
Former Address	Lived there from	Lived there until	
Former Address	Lived there from	Lived there until	
Former Address	Lived there from	Lived there until	

# JEFFERSON ACE The heart and soul of Westchester living.

#### **REQUEST FOR CONSENT TO SELL A STORAGE BIN LICENSE**

#### **INFORMATION ON THE SELLER:**

NAME (as listed on current License Agreement):

#### JEFFERSON PLACE UNIT NUMBER

MAILING ADDRESS

WORK PHONE

HOME PHONE

CELL PHONE

STORAGE BIN NUMBER

#### **INFORMATION ON THE PURCHASER:**

NAME (as it should be listed on the new License Agreement):

JEFFERSON PLACE UNIT NUMBER

MAILING ADDRESS

WORK PHONE

HOME PHONE

CELL PHONE

\$

PURCHASE PRICE TO BE PAID FOR THE STORAGE BIN LICENSE EFFECTIVE DATE OF NEW LICENSE

I certify that the above information is true and accurate to the best of my knowledge.

Signature of Seller

Signature of Seller (if Jointly Owned)

Please submit this form along with your ORIGINAL countersigned Storage Bin License Agreement (FedEx or UPS recommended) to:

Garthchester Realty 440 Mamaroneck Avenue Harrison, NY 10528 (914) 725-3600

# DEFERSOR The heart and soul of Westchester living.

#### PROCEDURE FOR SELLING A PARKING LICENSE SEPARATELY FROM OR IN CONJUNCTION WITH THE SALE OF A UNIT

Effective immediately, the Board of Managers has approved the following procedure for selling a parking license or transferring the license in conjunction with the sale of the unit. Please note that every unit comes with the right to park one car in the garage, and this primary license cannot be sold or transferred. The following procedure applies to the sale or transfer of any additional parking license(s), including those offered in conjunction with the sale of any Residential Unit in the Condominium. Failure to follow this procedure when selling your unit or when selling the parking license individually will result in the Condominium taking ownership of the license.

Please note the following as outlined in the Jefferson Place Parking License Agreement:

- 1. A parking space cannot be owned independently of a Residential Unit.
- 2. The Parking Space may not be assigned, leased or otherwise rented to a person who is not a Residential Unit Owner or his or her designated tenant.
- 3. To assign the License, no outstanding money may be owed to the Condominium, including common charges and utilities.
- 4. The License automatically terminates at such time as the Unit Owner no longer owns a Residential Unit in the Condominium unless this License is assigned to and assumed by another Residential Unit Owner. In the event this License terminates without being assigned by the Unit Owner, the Board of Managers of the Condominium shall have the right to designate the successor licensee and retain any payment made for the License. (Therefore, the license must be assigned prior to or at the closing, otherwise the license will terminate at the time of the sale of the unit and the Condominium will take ownership of the license.)

The procedure to sell a parking license is as follows. Please allow 3-4 weeks for the Board to review and approve your request.

- 1. The current license owner must sign and submit the "Request for Consent to Assign a Parking License" along with the ORIGINAL countersigned Parking License Agreement (copies cannot be accepted) to the Managing Agent. The Request for Consent will require information on the Seller, the Purchaser, the Medallion Number and Type and the Purchase Price of the License. Please note that if you are selling a License to park in a space reserved for Residents of 31 Greenridge Avenue, i.e. a green medallion, the Purchaser <u>MUST</u> own a unit in 31 Greenridge Ave. per Amendment 7 of the Offering Plan. The Request form is available upon request from the Managing Agent or in the BuildingLink Library. Due to the valuable nature of the License Agreement, it is recommended that the Request form and license be sent via FedEx or UPS or hand delivered to the Managing Agent.
- 2. The Board of Mangers will review the Request, the Seller's financial standing with the Condominium, the status of the Purchaser and the validity of the current Parking License Agreement. If all conditions required for the sale are met, an authorized member of the Board will sign a Consent form. If the Request is rejected, the original License Agreement will be returned to the current owner.
- 3. A signed copy of the Consent form will be sent to the Seller of the parking license along with two (2) original copies of a newly issued Parking License Agreement in the name of the Purchaser.
- 4. Upon receipt of payment for the parking license, the Seller will provide the Purchaser with the original Consent form signed by a member of the Board, BOTH copies of the new License Agreement, the Parking Medallion and the Garage Entry Card. (The Seller may make a copy of the Consent form for their records.)
- 5. The Purchaser of the parking license must sign and notarize two (2) copies of the Parking License Agreement and return BOTH copies of the agreement within 15 days to Garthchester Realty. Failure to return the License Agreement to be countersigned within this time frame will result in a temporary suspension of the License.
- 6. The President of the Board of Managers will countersign the new License Agreement and return one original copy to the Purchaser. The other original will be kept on file with the Condominium.



#### **REQUEST FOR CONSENT TO ASSIGN A PARKING LICENSE**

#### **INFORMATION ON THE SELLER:**

NAME (as listed on current License Agreement):

JEFFERSON PLACE UNIT NUMBER

MAILING ADDRESS

WORK PHONE

HOME PHONE

CELL PHONE

PARKING MEDALLION COLOR AND NUMBER

#### **INFORMATION ON THE PURCHASER:**

(Please note that if you are selling a license to park in a space reserved for residents of Greenridge Ave, i.e. a green parking medallion, the Purchaser <u>MUST</u> own a unit in 31 Greenridge Ave. per Amendment 7 of the Offering Plan.)

NAME (as it should be listed on the new License Agreement):

JEFFERSON PLACE UNIT NUMBER

MAILING ADDRESS

WORK PHONE

\$

HOME PHONE

CELL PHONE

EFFECTIVE DATE OF NEW LICENSE

SPACE NUMBER IF RESERVED

I certify that the above information is true and accurate to the best of my knowledge.

PURCHASE PRICE TO BE PAID FOR THE PARKING LICENSE

Signature of Seller

Signature of Seller (if Jointly Owned)

Please submit this form along with your ORIGINAL countersigned Parking License Agreement (FedEx or UPS recommended) to:

Garthchester Realty 440 Mamaroneck Avenue Harrison, NY 10528 (914) 725-3600