



# 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 I  
Forest Hills, New York 11375  
(718) 544-0800

## **PARK COURT OWNERS INC.**

(rev. 1/2023)

### **APPLICATION FOR PURCHASE**

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. Purchaser must provide **one (1)** copy of the following documents prior to the Board considering the application. ***Please do not bind, staple or print double-sided.***
  - a. fully completed application with all attached forms signed.
  - b. a signed copy of your last two (2) years Federal tax returns with all schedules attached. Also, a copy of all W-2's submitted with the tax return, as well as last three consecutive pay stubs.
  - c. copies of 3 consecutive months (or periods) of latest bank/asset statements.
  - d. two (2) personal letters of reference and two (2) professional letters of reference for each applicant.
  - e. letter of reference from your present employer stating annual salary and length of employment.
  - f. letter of reference from current landlord or managing agent.
  - g. fully executed contract of sale, together with any riders thereto.
  - h. a copy of your bank mortgage commitment if financing is being obtained.

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

3. The application, documents and a non-refundable application fee, payable to Garthchester Realty, in the sum of Four Hundred and Fifty (\$450.00) Dollars **plus** Fifty (\$50.00) Dollars **per person** (for a credit check) must accompany your application. These fees are non-refundable.
4. The Board reserves the right to request additional information prior to considering your application.
5. By submitting this application for the Board's consideration, you are representing that all statements contained therein are true to the best of your knowledge and are authorizing the Board to verify all statements, including the Board obtaining a current credit report.
6. Where there is more than one purchaser, the information requested is to be answered by all purchasers.
7. The purchaser(s) and all persons to reside at the residence will be required to attend a personal interview with the members of the Admissions Committee of the Board of Directors prior to the committee's moving on the application.

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

# **PARK COURT OWNERS INC.**

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

### **NOTICE**

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

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

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

**PARK COURT OWNERS INC.**  
**SUGGESTED MINIMUM REQUIREMENTS**

THE FOLLOWING CRITERIA ARE ONLY SOME OF THE FACTORS THE BOARD TAKES INTO CONSIDERATION WHEN REVIEWING APPLICATIONS. THIS IS NOT A COMPLETE LIST AND IS SUBJECT TO CHANGE FROM TIME TO TIME AND IN THE BOARD'S SOLE DISCRETION.  
IN REACHING A DECISION, THE WEIGHT GIVEN BY THE BOARD TO EACH OF THE CRITERIA MAY VARY.

- |   |   |
|---|---|
| 1. Income:  | Min. \$55,000                                   |
| 2. Credit Score:                                  | Min. 670  |
| 3. Percentage of Purchase Price to be financed:   | Up to 90%                                       |
| 4. Debt-to-Income Ratio:                          | Max. 35%  |
| 5. Total Assets:                                  | Minimum 3 months maintenance.                   |
| 6. Job History:                                   | Minimum 3 years                                 |
| 7. Use of the apartment as a permanent residence: | Must be the primary residence of the purchaser. |

To facilitate the review and processing of your application it is extremely important that you take the time to make sure Your application is complete. In addition, please include any information, including financial information that you believe will assist the Board in making a decision.

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

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

PARTIES INVOLVED IN THE PURCHASE OF THE APARTMENT

Purchaser	_____	_____
	Name	Name
	_____	_____
	Soc. Sec. No.	Soc. Sec. No.
	_____	_____
	_____	_____
	Present Address	Present Address
	_____	_____
	Telephone No. (home)	Telephone No. (home)
	_____	_____
	Telephone No. (business)	Telephone No. (business)
	_____	_____

AUTOMOBILES OWNED:

Type	_____	_____
Year	_____	_____
Model	_____	_____
Plate No.	_____	_____
State	_____	_____

PURCHASER'S ATTORNEY

Attorney Responsible	_____	Name of Law Firm	_____
Telephone Number	_____		_____
		Address	_____

PARTIES INVOLVED IN THE PURCHASE OF THE APARTMENT

SELLER(s)

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

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

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

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

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

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

SELLER(S)' ATTORNEY

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

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

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

\_\_\_\_\_  
Address

SELLER(S) " REAL ESTATE BROKER

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

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

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

\_\_\_\_\_  
Address  
and e-mail

PURCHASER(S) ' REAL ESTATE BROKER

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

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

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

\_\_\_\_\_  
Address  
and e-mail

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

FINANCING

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

Name of Representative of Lending  
Institution Responsible for Application

Telephone Number of Lending Institution

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



PERSONAL INFORMATION

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

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

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

EMPLOYMENT

PURCHASER

CO-PURCHASER

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

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

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

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

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

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

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

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

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

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

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

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

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

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

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

PERSONAL FINANCIAL STATEMENT

ASSETS

	Applicant <u>1</u>	Applicant <u>2</u>
Cash Deposit (for this transaction)	<hr/>	<hr/>
Other Cash Assets	<hr/>	<hr/>
Savings/Money Market	<hr/>	<hr/>
Total Securities	<hr/>	<hr/>
Other Financial Assets	<hr/>	<hr/>
Real Estate Owned	<hr/>	<hr/>
Total Assets	<hr/>	<hr/>

LIABILITIES

Credit cards/installment loans	<hr/>	<hr/>
Auto Loans/Leases	<hr/>	<hr/>
Mortgage/Coop Loans	<hr/>	<hr/>
Other Liabilities	<hr/>	<hr/>
Total Liabilities	<hr/>	<hr/>

Evidence of all asset values stated above for consideration must be submitted.

PERSONAL FINANCIAL STATEMENT (Monthly Income Statement)

	Applicant <u>1</u>	Applicant <u>2</u>
Gross Monthly Wages	_____	_____
Gross Monthly Other Income	_____	_____
Total Monthly Income	_____	_____
 <u>MONTHLY EXPENSES</u>		
Credit cards/loans	_____	_____
Auto loans/leases	_____	_____
Projected monthly maintenance this purchase	_____	_____
Mortgage payments this purchase	_____	_____
Alimony	_____	_____
Child support	_____	_____
Liens/judgments	_____	_____
Tuition	_____	_____
Travel expenses	_____	_____
Other monthly payments	_____	_____
Total monthly payments	_____	_____

Are you obligated to pay alimony, child support or separation maintenance? \_\_\_\_\_

Are you a party to any lawsuit? \_\_\_\_\_

Has an eviction proceeding been brought against you within the past five (5) years? \_\_\_\_\_

Have you filed for bankruptcy, had your assets attached or your salary garnished within the past five (5) years? \_\_\_\_\_

Are there any outstanding judgments or liens against you? \_\_\_\_\_

If you answered yes to any of the five preceding questions, please set forth the details on a separate piece of paper.

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

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Purchaser's Signature

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Date

---

Co-Purchaser's Signature

---

Date

# COMPLETE ONE PER APPLICANT

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

I \_\_\_\_\_ hereby authorize Garthchester Realty and the agencies used by this company or corporation, the release of, and/or permission to obtain and review, full consumer credit report information from the credit reporting agencies and/or their *vendors*. Without exception this authorization shall supersede and retract any prior request or previous agreement to the contrary. Copies of this authorization, which show my signature, have been executed by me to be as *valid* as the original release signed by me.

Compliance by the Subscriber with all provisions of the Federal Fair Credit Reporting Act (Public Law 91-508, 15 U.S.C. Section 1681ET SEQ., 604-615) and the Consumer Credit Reporting Act (California Civil Code Sec. 1785.1-1785.34) or other jurisdictional requirements. Information will be requested only for the Subscriber's exclusive use, and the Subscriber will certify for each request the purpose for which the information is sought and that the information will be used for no other purposes.

  X   BY WRITTEN AUTHORIZATION OF THE CONSUMER TO WHOM IT RELATES

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

Printed Name: \_\_\_\_\_ E-mail: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Phone #: \_\_\_\_\_

Current Address:

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

Park Court Owners Inc.

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

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

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

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



**PARK COURT OWNERS INC.**

**MOVING PROCEDURES**

Please be advised that move-ins and move-outs are permitted from 8:30 a.m. to 4:30 p.m. – Monday to Friday.

**THERE WILL BE NO MOVE-INS/MOVE-OUTS ON SATURDAYS, SUNDAYS OR HOLIDAYS**

All moves must be scheduled with the superintendent at least one week in advance.

A moving deposit of \$500 is required. It is refundable if no damage occurs.

I have read and understand the above moving procedures.

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

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

## **PARKING INFORMATION**

Indoor and outdoor parking spaces are NOT owned. They are assigned by the cooperative. Please note there is an additional monthly fee if you request a parking space.

Every shareholder is guaranteed one (1) parking space per the offering plan. Indoor or outdoor is not guaranteed. Currently, when a unit is purchased, the new shareholder is assigned an outdoor parking space. At your closing, you will be given a request form to be placed on the list for an indoor parking space.



# Garthchester Realty

## How to Make Monthly Maintenance Payments:

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

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

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

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

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

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

## SAMPLE STATEMENT & ACCOUNT etc.

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



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

Please Remit Payment To:

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

Make Check Payable To:

NAME OF PROPERTY

07130313104000000 0 090116 0065487 000 0

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



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



## Register for eBills

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

Receive your invoice online:

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

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

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

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

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

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

### Lead Warning Statement

*Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.*

### Seller's Disclosure

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

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

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

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

### Purchaser's Acknowledgment (initial)

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

### Agent's Acknowledgment (initial)

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

### Certification of Accuracy

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

Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date





# 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.

1

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

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

### Read this entire brochure to learn:

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

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

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

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

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



## Lead Gets into the Body in Many Ways

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

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

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

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



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

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

2

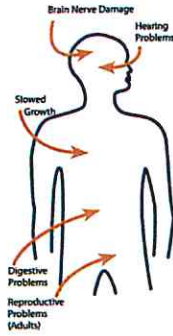


## Health Effects of Lead

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

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

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



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

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

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

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

## Where Lead-Based Paint Is Found

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

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

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

### Lead can be found:

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

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

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

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

## Check Your Family for Lead

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Checking Your Home for Lead

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

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



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

## What You Can Do Now to Protect Your Family

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

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

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## Checking Your Home for Lead, continued

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

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

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

## Reducing Lead Hazards

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

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



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

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

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

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



## Reducing Lead Hazards, continued

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

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

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

## Other Sources of Lead

### Lead in Drinking Water

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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## Other Sources of Lead, continued

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

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

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## For More Information

### The National Lead Information Center

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

### EPA's Safe Drinking Water Hotline

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

### Consumer Product Safety Commission (CPSC) Hotline

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

### State and Local Health and Environmental Agencies

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

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

## Consumer Product Safety Commission (CPSC)

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

### CPSC

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

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

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

### HUD

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

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

EPA-747-K-12-001  
June 2017

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

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

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

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

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

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

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

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

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

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

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

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

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## IMPORTANT!

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

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



**Building Standards  
and Codes**

**Fire Prevention  
and Control**

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

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



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

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

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

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

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

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

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

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

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

## **Some Frequently Asked Questions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## HOUSE RULES

### PARK COURT OWNERS CORP.

(Effective September 22, 2017)

(1) The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building and no fire tower or any balcony shall be obstructed in any way.

(2) The lobby shall not be used as a waiting room for any patient or client of any occupant of the building.

(3) Children shall not be permitted to play in the public halls, courts (including any landscaped or planted areas), stairways, fire escapes, balconies, towers or elevators of the building and shall not be permitted on the roof.

(4) No public hall of the building shall be decorated or furnished by any Lessee in any manner without the prior consent of the Lessor.

(5) No Lessee shall make or permit any disturbing noises anywhere on the Premises or do anything to permit anything to be done therein which will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall play or allow the playing of any musical instrument or any audio equipment, including but not limited to televisions, radios, computer devises, etc. between the hours of 10:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy other occupants of the building. Construction, repair or other work involving noise shall be conducted in or around an apartment only Mondays through Fridays (exclusive of legal holidays) and then only between the hours of 8:00 a.m. and 5:00 p.m.

(6) No article shall be placed in the halls or on the staircase landings, or fire escapes or towers, nor shall any object be hung or shaken from the doors, windows or balconies or placed upon the windowsills of the building.

(7) No awnings, window air conditioning units or ventilators shall be used in or about the building, nor shall anything be projected out of any window of the building or from any balcony, except as shall have been expressly and previously approved by the Lessor. Notwithstanding the foregoing, Lessees shall be permitted to install window air conditioning units provided the units and the installation conform to all applicable municipal codes including safety codes and strictly comply with the air conditioning installation and removal guidelines and procedures set by Lessor, as may be amended from time to time, which guidelines and procedures shall be on file with the managing agent.

(8) No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building except as shall have been expressly and previously approved by the Lessor.

(9) Messengers and tradespeople shall use such means of ingress and egress as shall be designated by the Lessor.

(10) Furniture and large or bulky items of any kind, exclusive of move in – move out days, shall be taken in or out of the building only through such entrances as designated by Lessor and then

only Monday through Saturday (excluding legal and union holidays), between the hours of 8:00 a.m. and 5:00 p.m. Super must be notified the day prior to move in order to prepare elevators.

(11) No bicycles, scooters, baby carriages or other resident property shall be allowed to stand in the public halls, passageways, areas or courts of the Premises. Bicycles, scooters and baby carriages are permitted on elevators in the course of entering or exiting apartments. There shall be no riding of bicycles, roller blades, scooters or skateboards in the lobby or public hallways or in apartments.

(12) Toilets, sinks showers and bath tubs shall be used for no other purpose than for which they were constructed, nor shall any garbage be disposed of therein. The cost of repairing any damage which arises in connection with a breach of this rule or from any other misuse of any of these facilities shall be paid for by the Lessee in whose apartment such damage or misuse shall have occurred.

(13) No Lessee shall request any employee of the Lessor to perform any private business of a Lessee.

(14) Dogs are strictly prohibited anywhere on the Premises, including common areas and apartments, whether on a temporary, guest or permanent basis. In addition, any other animals including cats, birds, reptiles or other animals ("Pet"), shall not be kept or harbored whether on a temporary, guest or permanent basis on the Premises unless the same in each instance be expressly permitted in writing by the Lessor. Such permission shall be revocable by the Lessor for any reason not prohibited by law or for no reason provided written notice demanding that such Pet be removed being construed as constituting permission to keep dogs on Lessor's property, no pets be permitted on elevators or in any of the public portions of the Premises unless carried or on a leash. No pigeons or other birds or cats or other animals shall be fed from any window sills, balcony, courtyard or any public portion of the Premises, or from the sidewalks or streets adjacent to the building. Nothing contained herein shall be construed to limit Lessor's rights pursuant to the Lease and/or applicable law to require the removal of any Pet for cause at any time whether before or after the expiration of such sixty (60) day period or otherwise.

(15) No reception antenna, cable, wire or dish shall be attached to or hung from the roof or exterior of the building without the prior written approval of the Lessor.

(16) The Lessee shall use available facilities, if any, only upon such days and during such hours as may be designated by the Lessor.

(17) The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry spaces.

(18) Unless expressly authorized by the Lessor in each case, the floors of each apartment must be covered with rugs or carpeting or effective noise-reducing material, to the extent of at least 80% of the floor area of each room not including kitchens, pantries, bathrooms and closets.

(19) No group tour, commercial filming or exhibition of any apartment or its contents shall be conducted nor shall any auction be held in any apartment without the consent of the Lessor.

(20) The Lessee shall keep the insides and outsides of windows of the apartment clean. In case of the Lessee's breach of this rule continuing ten days after notice in writing from the Lessor, such cleaning may be performed by the Lessor, which shall have the right, by its officers or authorized agents, to enter the apartment for the purpose and to charge the cost of such cleaning to the Lessee.

(22) Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.



(23) No Lessee shall install any plantings on the roof, courtyard or fire-escape of the Premises.

(24) No garbage or refuse shall be accumulated in any apartment which accumulation, in Lessor's opinion, is detrimental to the health, comfort or safety of other lessees, nor shall any accumulation be maintained in any portion of the Premises including without limitation the lobby, under the stairs or in front of apartment doors.

(25) Garbage and refuse shall be disposed of only at such time and in such manner as Lessor may direct. With respect to refuse containers:

(a) Debris is to be completely drip-free before being carried from the apartment to the refuse containers.

(b) All debris is to be securely wrapped or bagged and of sufficiently small size to fit easily into the refuse containers. Any debris which does not fit easily into refuse containers shall be disposed of by Lessor at Lessee's sole cost and expense.

(c) Newspapers, magazines, fully-rinsed and – dried bottles and cans, and other recyclables shall be stored in the hall or stairwell landing or other area designated by the Lessor for such purpose, after being placed in a neat manner in an appropriate recycling container.

(d) Under no circumstances should anything containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil, paint, aerosol cans or any other flammable, explosive, highly combustible, or toxic, substance or any lighted cigarettes or cigars or other lighted objects, be thrown into the refuse containers.

(e) Vacuum cleaner bags, dust and dirt should be wrapped in a securely tied bag or package and then be placed into a refuse container.

(26) No vehicle shall be parked so as to impede or prevent ready access to any entrance of the building by another vehicle. Lessor shall have the right to establish a parking policy covering one or more parking spots at the Premises and require all persons to whom parking privileges are granted to execute a parking agreement setting forth the rights and obligations of the parties. Lessor may modify or amend such policy from time to time as it seems fit.

**Parking Policy:**

1. All initial parking assignments are obtained through the Managing Agent at closing on behalf of Park Court Owner's Inc. Subsequently, any requests for to be added to the waiting list for indoor parking, a second space or a space assignment change must be sent to the Board of Directors at [pcboardofdirectors@yahoo.com](mailto:pcboardofdirectors@yahoo.com).
2. All vehicles parked on the property must have a valid registration, license plate affixed, and must be in operable condition.
3. All vehicles must comply with New York State Department of Transportation laws with regard to use and performance of any such indoor/outdoor parked vehicle as deemed appropriate to the well-being of Park Court Owners Inc. For example: it is unacceptable for vehicles to be left idling, unattended and/or left running while parked for more time than is needed to exit/enter the garage/outside parking area. Any vehicle having an oil /fluid leak is not permitted on Park Court Owners Inc. property until the repair has been completed.
4. No automotive repair work is permitted anywhere on Park Court Owners Inc. property.



5. Vehicles must be parked between painted lines and should not be parked in a manner that is obtrusive towards other parked cars.
6. No vehicle shall be parked so as to impede or prevent ready access to any entrance of the building by another vehicle. You must adhere to "No Parking" signs wherever posted and insure your parked vehicle does not block any driveway, garage entrance, other parked vehicle or refuse container. Anyone found to be parked in other than their assigned parking space are subject to towing and fine.
7. All vehicles must fit within the lines of the parking space without impeding access to other vehicle in parallel spot(s). All vehicles parked indoors must not extend beyond support beams.
8. Personal property cannot be stored in parking assignments either indoor or outdoor due to Yonkers Fire Department regulations. You may only park one vehicle in your assigned space. Any items found in parking assignments that do not belong will be removed and discarded.

(27) Lessor may enter the apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether a) measures are necessary or desirable to control or eliminate any vermin, insects, other pests or objectionable odors or b) there has occurred a default of these House Rules or any other corporate document and, in any case, in order to take such measures. The costs of taking any such measures shall be payable by the Lessee as additional charges.

(28) These House Rules may be expanded, added to, amended or repealed by the Lessor at any time.

(29) As required by current law and these House Rules, the Lessor shall be provided with all keys to Lessee's apartment and any storage area. The keys will only be used for emergency access. If such keys have not been provided when emergency access is necessary, Lessor shall not be responsible for any damage caused by gaining access by other means and the Lessee shall pay the cost of repairing, and be liable for, all such damage.

(30) Lessee shall install and maintain at all times in the operating condition within the apartment one or more Westchester County fire code approved smoke and carbon monoxide detecting devices.

(31) Moving, Deliveries and Removals

(a) Lessor's managing agent and superintendent shall be notified a minimum of one week in advance of a move so that permission therefor may be obtained and scheduling arranged. Moves in and out of the building are restricted to Monday through Friday, 8:30 A.M. to 4:30 P.M., exclusive of legal and union holidays. The Lessee shall pay \$100, as liquidation damages, for every hour or part thereof outside these days and hours during which any move is conducted, to compensate Lessor for its additional manpower and administrative costs, additional legal expenses and inconveniences to others. An additional \$100 shall be payable by Lessee if such move has not been approved by Lessor.

(b) and/or Lessor's other property or the apartment or interruption of normal services. Lessee shall remove any debris created as the result of the move. A check (if a move-out, the check must be certified or a bank check) payable to Lessor in the amount of \$500.00 shall be left with the managing agent prior to the move as security. The approval of any sale, sublet or move is subject to the receipt of this deposit.

(c) The security of the building shall not be impaired by the propping open or the leaving unattended of any locked entry, for any Lessee additionally shall be fully responsible for any damage to the building duration no matter how short, to the building.

(32) (a) Lessee shall pay to Lessor late fee of \$25 per month (whole or partial) until payment is received in full on any monies owed to Lessor which are received after the 10th day when due. Said late fee shall increase to \$50 per month in the event a lessee is in arrears, on more than one occasion, in an amount equal to or greater than two months' then current maintenance charges.

(b) Lessee shall pay to Lessor a dishonored check charge of \$25.00.

(33) Due to the complexities of the buildings' heating system, radiator valves in all apartments shall be turned on or off only by the building staff. Any damage resulting to apartments or other areas of the property from operation of a radiator valve in an apartment in breach of this provision shall be the responsibility of the Lessee.

(34) The following fines shall be levied for each violation of the House Rules 34 which fines shall be in addition to any other remedies available to Lessor pursuant to the Lease and/or applicable law:

(i) \$25.00 for the first violation.

(ii) \$50.00 for the second violation, regardless of whether the violation is for violation of the same house rule or is a violation of a different house rule.

(iii) \$75.00 for the third violation regardless of whether the violation is for violation of the same house rule or is for a violation of a different house rule.

(iv) \$100.00 for the fourth and all subsequent violations regardless of whether the violation is for violation of the same house rule or is a violation of a different house rule.

(v) Notwithstanding the foregoing, each violation of paragraph 25 of the House Rules (garbage disposal) shall result in a \$100.00 fine.

(vi) Notwithstanding the fines set forth in subparagraphs (i) through (iv) of this paragraph 34, the Lessor may impose a fine of \$250 for each act of vandalism to Lessor's lobby or other common areas whether committed by Lessee or a person for whom Lessee is responsible pursuant to the Lease.

(vii) Notwithstanding the fines set forth in 34 the Lessor may impose fines associated with the design and renovation agreements as stated.

Fines shall be considered additional rent pursuant to the Proprietary Lease and shall be billed to Lessee along with monthly maintenance charges.

(35) In accordance with Westchester County law, smoking is prohibited in all indoor public areas of the Lessor's premises including, without limitation, the lobbies, stairwells, laundry rooms, hallways and garages.

(36) (a) Lessor's managing agent, is responsible for the general management of the building and Lessor's other property. Complaints regarding services in the building shall be made to Lessor's managing agent in a dated and signed writing.

(b) Persistent or major problems or suggestions relating to these House Rules, general operating procedures or other policy areas, shall be stated in writing to Lessor's managing agent with copy to Lessor's Board of Directors. Your input is welcome!

(37) For purposes of these House Rules, "Premises" shall include the buildings, all other structures, all common areas and the rest of Lessor's property.

(38) The Lessee is required to install and maintain a working smoke and carbon monoxide detector. The Lessor reserves the right to inspect each unit to insure the Lessee's compliance. The Lessor reserves the right to install a working smoke and carbon monoxide detector (at the Lessee's expense) if at the time of the inspection no working smoke or carbon monoxide detectors are found.

(39) The installation of washers, dryers or whirlpool tubs is prohibited.

Thank you in advance for your cooperation and help in maintaining the Park Court as a first-class residential property.