## Weskora Owners Corporation

#### Application for Prospective Purchaser/Sale

#### Instructions:

#### 1. **Obtaining an application**

Shareholder should contact the managing agent for an application.

#### 2. Application Fees

\$450.00 certified check or money order made payable to GARTHCHESTER REALTY for the credit check/search and general processing of your application. If more than two (2) applicants please add \$100.00 per individual for processing. **This fee is non-refundable**.

#### 3. Completed Applications

Completed applications are to be sent to the managing agent at least **forty-five** (**45**) **days** prior to the anticipated lease date. Management will perform a credit check on all prospective purchasers. Incomplete applications will not be reviewed by the Board.

#### 4. Other documents to accompany the completed application

- a. Copy of executed contract of sale;
- b. If financing, a copy of the commitment letter *must* be forwarded with the application;
- c. Letter from employer on company letterhead stating position, annual salary and length of employment plus two (2) current consecutive paycheck stubs;
- d. Two (2) months of complete bank statements;
- e. Three (3) personal reference letters executed by preparer including name, address & telephone number;
- f. Three (3) business reference letters on company letterhead executed by preparer including name, address & telephone number;
- g. Copy of insurance binder (Proof of Homeowners Insurance-Mandatory)
- h. Executed Compliance Certification of Carbon Monoxide Device
- i. Two (2) previous years of tax returns, executed, with W-2 forms attached. Any individual who is self-employed must provide two (2) years of financial statements, i.e. Income & Expense statement if tax returns were not filed.

#### 5. Personal Interview

Once all documents and forms are complete, they must be delivered to the Managing Agent, Garthchester Realty. Management will deliver all documents to the Board and a personal interview will be scheduled. If any information or documents are missing, the application will be marked **"Incomplete"** and returned to the applicant.

# 6. Reminder: No PETS are permitted at 30 North Broadway and No washing machines or dryers are permitted in any apartment.

- Monthly housing costs cannot exceed thirty-three (33%) of income
- You may only move in or out of the building Monday through Friday between the hours of 8:00 am through 4:00 pm. No exceptions will be made. See attached Table of Violations.

#### FOR THE BROKER:

The Weskora Board is requiring a broker/appraiser sale price analysis/valuation on all proposed sales.

#### **Complete Application and fees to be mailed to:**

Garthchester Realty 440 Mamaroneck Ave., S-512 Harrison, New York 10528 Attention: Margie Cruz Margie@garthchesterrealty.com Telephone: 914-725-3600 ext. 3109

#### **Management Agent For Cooperative**

Leny Gonzalez Leny@garthchesterrealty.com 440 Mamaroneck Ave., S-512 Harrison, New York 10528 Telephone 914-725-3600 ext. 3139 Facsimile 914-725-6453

#### **Attorney and Transfer Agent For Cooperative**

Ronald Sher, Esq. Himmelfarb & Sher, LLP One North Broadway White Plains, New York 10601 Telephone 914-682-0040 Facsimile 914-682-0387

#### ALL RECOGNITION AGREEMENTS ARE TO BE SENT DIRECTLY TO THE OFFICE OF HIMMELFARB & SHER. <u>NOT THE MANAGEMENT OFFICE.</u>

# APPLICATION TO PURCHASE SHARES OF WESKORA OWNERS CORPORATION <u>NOTICE</u>

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 is 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.

#### Weskora Owners Corp. Purchase Application Preferred Financial Criteria

These criteria may vary at the discretion of the board weighing these factors when deciding on an application.

- Minimum 20% down payment
- Minimum current FICO score of 670 required.
- Background check
- Monthly Housing Expenses, which is defined as: maintenance plus mortgage loan payment(s) (includes loan payments on other properties), should not exceed thirty-three (33%) percentage of applicant's monthly adjusted gross income (AGI) for the past 2 years.
- Cash deals (100% of the purchase price paid at closing) the purchasers must demonstrate that they have cash flow from earnings/assets to support the 33% Monthly Housing Expenses calculation mentioned in the prior bullet point.



440 Mamaroneck Ave., Suite S512 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

#### WESKORA OWNERS CORPORATION SALE APPLICATION FOR BOARD OF DIRECTORS

**INSTRUCTIONS:** 

Please note that all questions must be answered. Please return the completed application to GARTHCHESTER REALTY, 440 MAMARONECK AVENUE #S-512 HARRISON, NEW YORK, 10528 ATTN: MARGIE CRUZ.

All maintenance fees and all application fees must be paid in full <u>before</u> the sales application is processed.

We require the sellers and buyers Attorney's information below.

#### Seller's Attorney:

Name:		-
Firm:		
Address:		
Email:		
Office #:	_ Fax #:	
Buyer's Attorney:		
Name		
Firm:		
Address:		
Email:		
Office #:	Fax #:	

Admission Application		
Name of Applicant:		Date of Birth:
Social Security #:	Tel. #: (home)	(wk)
Email address:		
Name of Co-applicant:		Date of Birth:
Social Security #:	Tel. #: (home)	(wk)
Email address:		
Complete the following information for a NAME	all persons who will resid RELATIONSHIP	de in the apartment: DATE OF BIRTH & AGE
1		
2		
3		
Current Address:		
How long at current address?	Owr	n or Rent?
If rent, Landlord's Name:	Tel	. #:
Landlord's Address:		
Current rent or monthly housing cost: \$		
Employer Name and Address:		
How long at current job?:	Job title:	
Annual salary: \$		
If at current job less than three years, lis	t previous employers goi	ng back three years:
1	Address:	
Dates of employment: from	to	
2	Address:	
Dates of employment: from	to	
3	Address:	
Dates of employment: from	to	

List all <u>banks and financial institutions</u> you currently have accounts with (including checking, savings, brokerage, 401K, etc.):

Name:	Address:
Account type:	Current balance: \$
Name:	Address:
Account type:	Current balance: \$
Name:	Address:
Account type:	Current balance: \$

List all debts (including loans, credit card balances, car payments, etc.):

PAYABLE TO		BALANCE DUE	I	PURPOSE	MONTHLY PMT
	\$_				\$
	\$_				\$
<u> </u>	\$_				\$
	\$_				\$
	\$_				\$

<u>Please submit letters of reference from three (3) business and three (3) personal contacts</u>. List names and pertinent information below.

List business references:

Name:	Address:
Occupation:	Daytime Tel #:
Name:	Address:
Occupation:	Daytime Tel #:
Name:	Address:
Occupation:	Daytime Tel #:
List personal references (not including family memb	er):
Name:	Address:
Occupation:	Daytime Tel #:
Name:	Address:
Occupation:	Daytime Tel #:
Name:	Address:
Occupation:	Daytime Tel #:

#### Complete the following information for <u>Co-Applicant</u>:

Current Address:				
How long at current address?	ı 	Own	or Rent?	
If rent, Landlord's Name:		Tel.	#:	
Current rent or monthly house	ing cost:		-	
Landlord's Address:				
Employer Name and Address	3:			
How long at current job?:		Job title:		
Annual salary: \$				
If at current job less than three	ee years, list previo	ous employers goin	g back three years:	
1		Address:		
Dates of employment: from		to		
2		Address:		
Dates of employment: from		to		
3		Address:		
Dates of employment: from		to		
etc.):			s with (including checking, saving	
Account type:		Current balance	:: \$	
Name:		Address:		
Account type:		Current balance	:: \$	
Name:		Address:		
Account type:		_ Current balance	:: \$	
List all debts (including loans	s, credit card balan	ces, car payments,	etc.):	
PAYABLE TO	BALANCE	DUE PUI	RPOSE MONTHLY PMT	
	_ \$			
	_ \$		\$	
	_ \$		\$	
	_ \$		\$	
	_ \$			

<u>Please submit letters of reference from three (3) business and three (3) personal contacts</u>. List names and pertinent information below.

List business references:

Name:	Address:
Occupation:	Daytime Tel #:
Name:	Address:
Occupation:	Daytime Tel #:
Name:	Address:
Occupation:	Daytime:
List personal references (not including family mem	ibers):
Name:	Address:
Occupation:	Daytime Tel #:
Name:	Address:
Occupation:	Daytime Tel #:
Name:	Address:
Occupation:	Daytime Tel #:

I (we) certify that the statements made in this application have been examined by me, and that to the best of my knowledge and belief they are true, correct and complete.

I (we) have no objection to inquiries being made for the purpose of verifying the facts herein stated. I (we) understand and accept that the Weskora Owners Corp. has the right to rely on the information given herein, and that in the event that inquiries prove any statement false, Weskora Owners Corp. may reject my application. I (we) are aware and agree that the cooperative has permission to perform a credit check and run a criminal background check .

Applicant Signature:	Date:
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Co-applicant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## **Table of Charges for Violations**

<u>Violations</u>	<b>Fine Charges</b>
Move in/Move out without a Moving Permit.	\$500.00
Deliveries of large household items must be scheduled with the super in a timely fashion.	\$200.00
Obstruction of traffic flow in or out of the building with Moving/ Delivery Van or Furniture.	\$100.00
Goods in garage, inclusive of appliances, lobby or corridors (Violation of Section 111-5).	\$100.00
Move-ins/Move outs outside the hours of 8:00 AM to 4:00 PM, Monday through Friday, (Except Holidays).	\$500.00
Deliveries before 8: 00 AM or after 4: 00 PM on weekdays, (except holidays) and all days on weekends.	\$ 50.00
Move or deliveries, no show (if a move in schedules and parties do not show) 24 hour notice required for all cancellations.	\$ 50.00
Blockage of Fire Escape/doors.	\$200.00

#### **Moving Policies and Procedures**

The following policies and procedures must be adhered to by all residents moving into or out of 30 North Broadway, White Plains, New York.

- 1. The date and time of your move must be scheduled with the cooperative's Superintendant Bert Santos and he can be contacted at 914-438-1165.
- 2. Moves are permitted on weekdays only, from 8:30AM to 4:00PM. Excluding holidays
- 3. Since there is no delivery entrance all items must be brought in and out of the building through the lobby entrance on North Broadway. Trucks are not permitted to back up onto the sidewalk to access the entrance.
- 4. Residents are required to use movers who are properly insured. Prior to scheduling a move, proof of insurance must be provided to <u>Weskora</u> <u>Owners Corporation & Brooke Properties Ltd.</u> Residents who choose to move themselves must state in writing that they will "self move" and hold Weskora Owners Corp. harmless for any and all injury to themselves, employees or invitees. If a self move, the Corporation will provide such a statement, which must be signed by the shareholder/resident.
- 5. Should any individual violate the cooperatives Moving Policies and Procedures their move in/move out fee will **not be refunded**.
- 6. A Five Hundred (\$500.00) dollar move in and move out deposit is required and must be in the form of a certified check or money order payable to Weskora Owners Corp.

#### 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 1681 ET SEQ., 604-615) and the Consumer Credit Reporting Act (California Civil Code Sec. 1785.1-1785.34) or other jurisdictional requirements. Information will be requested only for the Subscriber's exclusive use, and the Subscriber will certify for each request the purpose for which the information is sought and that the information will be used for no other purposes.

X BY WRITTEN AUTHORIZATION OF THE CONSUMER TO WHOM IT RELATES

Signature:	Date:		
Printed Name:			
Social Security Number:	Phone #:		
Current Address:			



mail@lidacredit.com

#### Background Investigation Form/Signed Released

In connection with your recent application with our client, Lida Strategic Solutions, Inc. (LSS) will be conducting a Background Investigation on you. In order to complete this investigation we will require certain information.

Last Name:	First Name:		_MI:
Current Address:			
Town:	State:	_ Zip Code:	
Previous Address(Within last seven[7] ye	ars):		
Town:	State:	_ Zip Code:	
Social Security Number:	Date	of Birth:	3



mail@lidacredit.com

#### AUTHORIZATION AND RELEASE

Authorization is hereby granted to Lida Strategic Solutions, Inc. (LSS), on behalf of to obtain standard factual data needed to complete this background report including but not limited to information regarding my education, employment and criminal history.

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

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

#### SMOKE DETECTING ALARM & CARBON MONOXIDE DEVICE COMPLIANCE CERTIFICATION

Premises: \_\_\_\_\_ Corporation: The undersigned, shareholders of the above-referenced Premises, hereby represents and 1. certifies to the Corporation, as follows: 2. That I/We are in compliance with Amanda's Law and certify that I/we have installed an operational carbon monoxide device in the Premises. 3. That I/We are in compliance with Executive Law of the State of New York Section 378 and certify that I/we have installed an operational smoke detector alarm in the Premises. 4. That I/We will maintain both the carbon monoxide devices and smoke detector alarms in the Premises and will permit inspections and/or provide annual certifications confirming compliance to the Managing Agent for the Corporation 5. That I/We understand and acknowledge that the Corporation and the Managing Agent are relying upon the accuracy of this representation and certification.

By: Print Name: Dated:

By:

Print Name: Dated:



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## Sprinkler Law: As of December 3, 2014

Pursuant to the Real Property Law, Sec. 231-A, this will advise you that there are NO maintained and operative sprinkler systems in the leased premises.

Apartment No.: \_\_\_\_\_

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

440 Mamaroneck Avenue, Suite S-512, Harrison, NY 10528 Telephone, (914) 725-3600-Facsimile, (914) 725-6453



440 Mamaroneck Ave., Suite S512 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

# Seller(s) Information

We require the seller(s) name and email so we may notify them with the Board of Directors decision.

Seller(s) Information:

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

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

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

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

#### WESKORA OWNERS CORP. HOUSE RULES

- 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.
- 2. Children shall not play in the public halls, courts stairways or elevators, or on the roof.
- 3. No public hall above the ground floor of the building shall be decorated or furnished by any Lessee/Shareholder in any manner without the prior consent of all of the Lessees to whose apartments such hall serves a means of ingress and egress; in the event of disagreement among such Lessees/Shareholders, the Board of Directors shall decide.
- 4. No Lessee/Shareholder shall make or permit any disturbing noises in the building or do or permit anything to be done therein that will interfere with the rights, comfort or convenience of other occupants. Nor shall lessees/shareholders operate any musical instrument or permit to be operated an MP3 player and sound system or the equivalent, such as a phonograph or a radio or television loud speaker, in such Lessee's/Shareholder's apartment between the hours 11:00 o'clock p.m. and the following 8:00 o'clock a.m. if the same shall disturb or annoy other occupants of the building. No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 8:00am and 4:00pm.
- 5. No article shall be placed in the halls or on the staircase landings or elevators, nor shall anything be hung or shaken from the doors, windows, terraces, balconies or roofs or placed upon the window sills, ledges or fire escapes, if any, of the building.
- 6. No awnings, window air-conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the Lessor or the Managing Agent, nor shall anything be projected out of any window of the building without similar approval. Air conditioner must be installed with safety brackets.

- 7. No sign, notice advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall have been approved in writing by the Lessor or Managing Agent.
- 8. No velocipedes, mopeds, bicycles, scooters, strollers, baby carriages or other wheeled items shall be allowed to stand in public halls, passageways, areas or courts of the building.
- 9. Messengers and trades people shall use such means of ingress and egress as shall be designated by the Lessor.
- 10. Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the Superintendent or the Managing Agent of the building may direct.
- 11. Water Closets/Bathrooms and other water apparatus in the building shall not be used for any purposes other than those for which they are constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the water closets. The cost of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Lessee/Shareholder in whose apartment it shall have been caused.
- 12. No Lessee shall send any employee of the Lessor out of the building on any private business of a Lessee.
- 13. No Pets.
- 14. No radio or television aerial shall be attached to or hung from the exterior of the building without the prior written approval of the Lessor or the Managing Agent.
- 15. No vehicle belonging to a Lessee/Shareholder or to a member of the family or guest, subtenant, licensee or employee of a Lessee/Shareholder shall be parked in such manner as to impede or prevent ready access to any entrance of the building by another vehicle.
- 16. The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage.
- 17. No group tour or exhibition or any apartment or to its contents shall be conducted, nor shall any auction sale be held in any apartment without the consent of the Lessor or its Managing Agent.

- 18. The Lessee/Shareholder shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee during 10 days after notice in writing from the Lessor or the Managing Agent to clean the windows, such cleaning may be done by the Lessor, which shall have the rights, by its officers or authorized agents, to enter the apartment for the purpose and to charge the cost of such cleaning to the Lessee/Shareholder.
- 19. Complaints regarding the service of the building shall be made in writing to the managing agent of the Lessor.
- 20. Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.
- 21. No one is allowed on the roof without prior authorization from management.
- 22. The agents of the Lessor, and any contractor of workman authorized by the Lessor, may enter any apartment at any reasonable hour of the date for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pest. If the Lessor takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the Lessee/Shareholder.
- 23. Unless expressly authorized by the Board of Directors in each case, the floors of each apartment must be covered with rugs, or carpeting of equally effective noise-reducing material, to the extent of at least 80 percent of the floor area of each room, excepting only kitchens, pantries, bathrooms, closets and foyers.
- 24. No barbecuing or cooking of any kind is permitted on the property.
- 25. No pools are to be stored or utilized on the property.
- 26. A Five Hundred (\$500.00) security fee will be required for all movein/move-outs. This fee is due one (1) week in advance of moving in or moving out of 30 North Broadway. Said payment must be in the form of a bank check or money order only payable to Weskora Owners Corp. Providing no damages have occurred, the check or an equivalent refund will be returned within five (5) business days by Management.

- 27. No washing machines or clothes dryers are permitted in any apartment.
- 28. Lessees/Shareholders must adhere to the Contract Approval Process for all repair work/renovation work within any apartment.
- 29. No sunbathing or lounge chairs are allowed on any common areas of the property.
- 30. No Shareholder is permitted to occupy or move out their personal property from the apartment after closing.
- 31. These House Rules may be added to, amended or repealed any time by resolution of the Board of Directors of the Lessor.

Amended May 2016

#### **Definitions**

- 32. For the purposes of these House Rules,
  - (i) "Corporation" shall mean Weskora Owners Corporation, the owner of the Building;
  - (ii) "Board" shall mean the Board of Directors of the Corporation;
  - (iii) "Lessees" are shareholders of the Corporation; and
  - (iv) "Management Agent" is hired by the Corporation.