

Unit Leasing Procedure

This updated procedure was approved by the Board of Managers of the Winton Condominium held on November 7, 2010

The Managing Agent referred to herein is:

Garthchester Realty 440 Mamaroneck Avenue, S-512,
914.725.3600 tel Harrison, NY 10528

The Board of Mangers | TheWintonBoard@gmail.com

Unit Owners have the right to lease their Unit subject to a Right of First Refusal from the Board of Managers as provided in the Bylaws.

RENTING YOUR UNIT:

- **YOU**, the Unit Owner are responsible for your tenant and assuring the tenant abide by the House Rules and Building Moving/Delivery Procedure at all times during their residence at The Winton.
- Leases may not be for a period of less than one (1) year, or twelve (12) months; and may not continue thereafter on a month-to-month basis. Leases may only be for a maximum period of two (2) years, or twenty-four (24) months in accordance with the Bylaws.
- Extensions of an existing tenant's lease may occur upon request for a waiver extension and a waiver renewal fee paid. The lease extension may not be for less than one year or more than two years.
- Lock boxes for renting your unit via a real estate agent can be used; however they:
 - 1) Are permitted **only** upon coordinating with the Superintendent.
 - 2) May be placed only on the western gate (right side if facing the building) and the
 - 3) Owner or listing agent **must provide a business card or contact information** for the individual responsible for the lock-box to the Super and/or the Managing Agent as well as email to the Board at TheWintonBoard@gmail.com.Lock boxes placed in any other location, or placed without notice to The Winton as stated above, will be removed at the expense of the Unit Owner.

TO RENT YOUR UNIT A REQUEST FOR WIAVER FOR RIGHT OF FIRST REFUSAL MUST BE SUBMITTED IN ACCORDANCE WITH THE PROCESS ON THE FOLLOWING PAGE.

Applicable Fines

If a Waiver Request along with a copy of the lease is not provided and received prior to a tenant occupying the unit, or expiration of the current lease in the case of a lease renewal, the Unit Owner is subject to the following fines:

- \$250 fine** for failure to request the Waiver/Waiver Extension and provide a copy of the lease as required per the Bylaws.
- Assessment of **\$25 per day** levied until the required Waiver Request along with a copy of the lease is received and the Waiver of Option Fee is paid.

These fines are separate from any fines resulting from violation of the Moving/Delivery Policy or any costs incurred by The Winton due to damage. Pursuant to the Bylaws, failure to comply with the Waiver of Right of First Refusal procedure will result in the Unit Owner being referred to legal counsel at the Unit Owner's expense.

Requesting a Waiver for Right of First Refusal

A written request must be submitted as follows

– NOTE the attached form has been created for your convenience and to promptly process your request.

SUBMIT TO: The Winton Board of Managers
c/o Managing Agent (as identified at the top of page 1)

IN WRITING VIA: Certified Mail, return receipt requested or otherwise sent with proof of delivery.
If the Unit Owner sends the package via regular US Mail, the unit owner bears responsibility for receipt.

TIME FRAME: Not later than 15-days prior to beginning of the lease term to allow the management company to assure your package is complete and your account current and provide the Board of Managers time to review the package.

If lease term commences in less than 15-days, an expedited request must be made for an additional fee of \$50. All documents must be hand-delivered or submitted prior to the lease term beginning and/or prior to tenant move-in or the Unit Owner is subject to fines as stated below.

REQUEST MUST CONTAIN:

- Unit Identification along with Owner's name and current contact information, including address, telephone, cell phone and email address
- Copy of the Executed Lease Agreement, which must include a set of the current House Rules of the Condominium and Moving/Delivery Policy.
- Names and number of those persons who will be occupying the Unit.
- Beginning date and term of the lease, this cannot be less than 12 or more than 24 months in duration.
- Anticipated move-in date of the tenant, or the date after which the Unit Owner has approved the tenant to move in if different from the date lease period begins.
- House Rules Acknowledgement form signed by the tenant acknowledging s/he will abide by the House Rules, including the Move-In/Move-Out Policy.
- Confidential Resident Profile Form completed by tenant
- Move-in deposit for the tenant of \$750 -if a lease with an existing tenant is being renewed and the \$750 remains on deposit this is not required. However, if tenant forfeited the deposit on move-in due to damage, another deposit must be provided.
- A check for the Waiver Fee of \$150 payable to The Winton Condominium.
- A check payable to the Managing Agent (Garthchester Realty) for their processing fee of \$200
- A statement that all monies due and owing the Condominium, including common charges, assessments, fines and/or other charges outstanding against the Unit must be paid in full. Payment for any outstanding balances must be submitted with the Waiver Request if not current. This will be verified prior to granting the request.
- A check for expedited processing if the lease period begins less than 10-days from submission of request.

WHEN THE LEASE EXPIRES YOU MUST REQUEST A RENEWAL FOR THE WAIVER.

When the Lease Expires

A New Waiver MUST be requested. The Unit Owner is responsible for advising the Board of Managers whether or not they intend to renew the existing tenant's lease. The following procedure must be followed:

At least 60-days, but not less than 30-days, prior to the lease expiration date, the Unit Owner shall notify the Board of Managers through the Managing Agent of the intent to renew the lease with the existing tenant or that a new tenant will be occupying the unit.

- Existing Tenant Lease Renewed:** a renewed waiver must be requested with a copy of the new lease or lease extension prior to the lease term expiring and in compliance with the procedure above.
- New Tenant:** a waiver must be requested in accordance with the procedure above.

Courtesy Reminders & Notices to Owner

Courtesy Reminder – 90-days prior to the lease expiration date, a courtesy reminder letter will be sent to the Unit Owner. A response is required indicating the Unit Owners intent to extend the existing lease, lease to a new tenant, or no longer lease the unit at all.

Notice of Expiring Lease – 30-days prior to lease expiration date, if the Unit Owner does not respond to the courtesy reminder and has not indicated their intent or submitted a waiver request, a NOTICE OF EXPIRING lease will be sent via certified mail with return-receipt (or equivalent) and regular US mail. Such notice will request a response within 15-days. This will serve as due notice of fines to be imposed pursuant to this procedure.

Notice of Expired Lease – If the Unit Owner has not provided the required documentation, a NOTICE OF LEASE EXPIRATION will be sent to the owner via overnight mail and regular US Mail. The Unit Owner will be subject to fines as noted below.

If the Unit Owner does not respond to the Notice of Expired Lease within 15 days, all fees and fines will be charged to the Unit Owners account. If not paid with the balance of the common charge bill and a copy of the lease provided, the Unit Owner will be referred to legal counsel at the unit owner's expense per the bylaws.

**THE WINTON CONDOMINIUM
CONFIDENTIAL
OWNER/RESIDENT PROFILE**

Unit No. _____

Date Completed: _____

OWNER NAME

HOME #

WORK #

CELL#

Email address to reach you at: _____

RESIDENTS OF UNIT (if same as above say "same")

- All adults residing in each unit must be listed for emergency purposes.

RESIDENTS NAME

HOME #

WORK #

CELL#

Email address for tenant: _____

TOTAL NUMBER OF PEOPLE IN THE UNIT:

ADULTS

CHILDREN

Who has an emergency key to your unit?

NAME

HOME #

WORK #

CELL#

Does The Winton have a key to your unit? Yes No

Note: The Winton Condominium must have a key to your apartment for quick access in the event of an emergency, per the Bylaws. If no key is available the Unit Owner(s) will be responsible for all costs to the Condominium for gaining entrance to the apartment.

Emergency Contact: _____

Relationship _____

Telephone Number _____

Cell number _____

All the above information is complete and correct.

Signature _____

Date _____

RETURN TO : The Winton Condominium
TheWintonBoard@gmail.com

c/o Garthchester Realty 440 Mamaroneck Ave., S-512
Harrison, NY 10528 **FAX 914 725 6453** T 914.725.3600

THE WINTON CONDOMINIUM

House Rules & Regulations

ACKNOWLEDGEMENT OF RECEIPT

Unit Number: _____

Name: _____

I herewith acknowledge that I have received a copy of the House Rules and Regulations for The Winton condominium. I will read and abide by all of the rules, and understand that violations are subject to penalties for violations as stated in the House Rules document, and potential repair expenses if the violation causes damage to the building common areas and/or other units.

If I have any questions with respect to the rules and regulations or procedures of the building, I understand that I can contact the building management company or the Board of Managers (at TheWintonBoard@gmail.com).

Signed: _____

Dated: _____

BUILDING MANAGEMENT COMPANY CONTACT INFORMATION

Garthchester Realty
914.725.3600 tel

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									
OR									
Employer identification number									

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.*

- By signing the filled-out form, you:
1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
 2. Certify that you are not subject to backup withholding, or
 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
 4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Moving & Deliveries Policy

As approved by the Board of Managers of the Winton Condominium held November 7, 2010.

The Managing Agent referred to herein is:

Garthchester Realty 440 Mamaroneck Ave., S-512, Harrison, NY 10528
914.725.3600 tel 914.725.6453 fax

The Board of Mangers | TheWintonBoard@gmail.com

To protect the Building Common areas, particularly the elevators and historic brass front doors, a formal Move-in / Move-out Procedure has been established to protect the investment of the Unit Owners in the common areas and the quality of living for the building residents.

This policy applies to owner/tenant move-in or move-out of the building as well as when any large articles or items are being delivered to a unit or removed from a unit.

....SCHEDULE your MOVE or DELIVERY!

It is imperative that moving activity and deliveries of large items (or removal of large items) be scheduled both to avoid conflicts and to arrange for proper protection of building common areas. The Unit Owner is responsible for assuring that they, their tenants or permitted residents contact the Superintendent and the Board of Managers to schedule their move in/out of the building **at least 5 days prior to the proposed moving date.**

HOW TO SCHEDULE:

Notify the Superintendent AND Managing Agent PRIOR to the move/deliver date.

- 1) Super has a note-pad on his office door in the basement.
- 2) The Managing Agent's contact information is above.

NOTE: Your moving activity MUST be scheduled prior to the requested moving date. Generally, moving activity or deliveries must be scheduled at least 5-days prior to the requested date. There may be some instances where a move/delivery date can be accommodated with 48-hours notice; however all moves/deliveries must be scheduled prior to any moving activity or the owner will be fined.

Some Simple Rules...

- Moving activity/deliveries shall not occur unless approved by the Board of Managers
- Move-in/move-out/delivery date shall be confirmed 48-hours in advance.
- Hours that moving activities or deliveries are allowed are strictly enforced:

Monday thru Friday, 8am to 4pm

Saturdays from 9am to 1pm

In the event a Unit Owner feels it is necessary to move in or out outside these hours, a request must be submitted to the Board of Managers in writing stating the reason such a request should be granted. If the Board of Managers decides to grant the request, the Unit Owner will be required to pay for the

overtime hours for the Building Super to be available during the requested moving hours. The hours must be paid for in advance and any additional hours incurred will be billed to the Owner.

- Basement entrance is the ONLY entrance to be used for moving. The front entrance is not to be used under any circumstances. Please assure the side gate is not left open for prolonged periods of time as this affects building security.
- Only one elevator can be used at one time – and ONLY the padded elevator can be used. One of the elevators must remain available at all times for the building resident's ingress/egress.
- The Security deposit (required for move-in/move-out), as noted below, is required to be paid,

When you're move or delivery is finished, let us know...

Moving and deliveries will be considered complete when the responsible unit owner or tenant provides notification to the board that the moving activities have been completed. This can be provided verbally upon completing move-out, but should be followed up with an email to the Board.

Security Deposits – for Moving

Current Owner Moving Out: Current owners moving out of the building shall submit an Owner Move-Out Request along with a security deposit of \$750. The security deposit is eligible to be refunded after the owner has notified the Board of Managers that their move is complete per the refund note below.

New Owners Moving In: New owners moving into the building must provide a security deposit of \$750 is refundable upon completion of move-in pursuant to the refund note below.

Leased Units - Tenant(S) Moving In/Out: A security deposit of \$750 is payable upon move-in that will be held in an account identified with the tenant's name. The deposit is eligible for refund pursuant the procedure below after the tenant has fully moved-out of the building.

NOTE: Refund of Security Deposits - To obtain refund of the move-in/move-out deposit at the time they are eligible for refund per the above paragraphs, the Board of Managers must be notified that the moving activity is complete along with a request for refund of the deposit. The Board of Managers will conduct an inspection noted below and provided there is no damage to common areas, authorize the Managing Agent to refund the security deposit within 7 days. The refund request will be processed and a check issued within 14 days.

COMMON AREA & INSPECTION AFTER MOVE-IN/MOVE-OUT

Upon notifying the Managing Agent and/or the Building Super and Board of Managers (TheWintonBoard@gmail.com) that a move-in or move-out is complete, an inspection of the common areas used during the move will be performed. If the unit owner does not confirm moving activities are complete, once the Board determines moving activities have ceased, the inspection will be conducted.

The Board of Managers will either sign-off that no damage was incurred, or document the damage that was incurred and, either directly or through the Managing Agent, notify the unit owner of the damage incurred.

If damage to the common areas was incurred, the Board of Managers will arrange for the necessary repairs to be made and will bill the unit owner for reimbursement of the costs. The Managing Agent will be the conduit for these communications, and will provide copies of the correspondence with the Unit Owner to the Board of Managers including documentation of the cost of repairs and receipt of payment by the unit owner.

Applicable Fines

Failure to submit a move-in/move-out request and obtain the Board of Managers consent to move will result in a \$500 fine to the Unit Owner.

Moving outside of the stated hours, without obtaining prior permission per the procedure above, is subject to a \$250 fine.

The Board reserves the right to retain the moving deposit if there are damages to the building, improperly disposed of trash or furniture or clean-up of common areas is required after move-out.

THE WINTON CONDOMINIUM

House Rules & Regulations

PREAMBLE

As a Condominium, the aim of these House Rules and Regulations (House Rules) is to maintain the appearance of the building in the most attractive manner possible. Changing times, residents and laws make it necessary to revise and update the House Rules from time to time. Many of the rules are simply "good neighbor" policies.

All building residents and owners are urged to read the rules carefully, not only for changes, but in order to become re-acquainted with all the building rules. These House Rules are not to be interpreted as all-inclusive so as to exclude any omission or any condition that may arise in the future and thus may not be specifically outlined in this document.

Any omission, condition or action on the part of a resident which may be construed as detrimental to the maintenance, appearance or safety of one's neighbors or the building shall be deemed to be a violation of these House Rules. The Board of Managers shall determine the final decision of the interpretation of these House Rules.

All owners are further subject to the provisions of the Bylaws governing The Winton Condominium.

VIOLATIONS

- General violations of the House Rules will be penalized by a fine of \$150 per occurrence in addition to the cost of any repairs required from damage to the property.
- Disposal of Refuse as stated in Section 9 is subject to a \$250 violation penalty in addition to payment of any fines levied by the City of White Plains.
- Moving/Deliveries Policy (as restated in Section 16) has a violation penalty of \$500 as stated herein.
- Noise-related issues will be handled with one written warning and thereafter a penalty levied per occurrence.
- Rules violations impacting the safety of fellow residents will be penalized by a fine of \$350 per occurrence.
- Any costs incurred by The Winton as a result of a resident's violation of a house rule will be billed to the Owner of the unit.
- Laundry carts retained in units will be charged \$15 per day to the unit holding the laundry carts.

At the Board of Managers Meeting of the Winton Condominium held on November 7, 2010, the House Rules were reviewed and updated as contained here-in.

Managing Company/Agent for the Board of Managers as referenced herein is:

Garthchester Realty 440 Mamaroneck Ave., S-512, Harrison, NY 10528
914.725.3600 tel 914.725.6453 fax

Board of Mangers | TheWintonBoard@gmail.com

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1. Access to the Property

- 1.1 Sidewalks, entrance halls, passageways, stairways, vestibules and elevators must be kept free of obstructions and encumbrances to permit unhampered access. Residents shall not:
 - a) throw any object or waste material out of doors or windows or into any hallway.
 - b) obstruct or cover any public door.
 - c) leave any article (including bicycles, scooters, inline skates, baby carriages, strollers, personal items, garbage etc.) in or near entrances, apartment entrances, or on public stairs or beneath public stairs.
 - d) hang any article from a door, window, roof, open terrace or patio, or place any article upon the windowsills.
- 1.2 The Board of Managers or the Management Company and any contractor or workmen authorized by the Condominium Board of Managers may enter into any room or Unit at any reasonable hour of the day on at least one day's prior notice to the resident for the purpose of:
 - inspecting said unit for the presence of any vermin or other pests and for the purposes of taking such measures as may be necessary to control or exterminate.
 - inspecting said unit for any suspected leakage or damage from same.
 - in the case of emergency, immediate access may also be required.
- 1.3 For such purposes stated in 1.2 above, the Board shall be provided with a passkey to each unit. If any lock is altered or a new lock is installed, the Board or Superintendent shall be provided with a key thereto immediately.
- 1.4 Bicycles, scooters, inline skates, skateboards and the like shall be taken in to or out of the building via the Basement entrance and are not allowed in the elevator without the express permission of the Board of Managers.
- 1.5 All deliveries of furniture, trunks or large objects must be made through the Basement doors and in accordance with the move-in /move-out rules stated herein. Proper notice given to the Superintendent and the elevators **must** be padded prior to delivery of any large items.
- 1.6 Baby carriages, shopping carts and pull-suitcases may (or similar) be brought in through the front doors; however, care is to be taken not to damage the historic outer brass door or the inside lobby door of the building.
- 1.7 Care should be used when bringing in baby carriages, shopping carts, bags or luggage using the elevators so as to not damage or scratch the elevator or elevator doors.
- 22.1 Residents shall not permit individuals unknown to them to enter the building through the lobby security doors. Likewise residents shall not force themselves in behind another resident. As required in Section 22, all visitors must use the security entry system and be let in the building by the legal resident they are visiting. All legal residents must use the key fob provided to them for accessing the building. If an individual is entering the building and does not recognize the

**THE WINTON CONDOMINIUM
HOUSE RULES & REGULATIONS**

person(s) behind them, the individual is prohibited from holding the door open for that person(s). PLEASE make sure the vestibule door closes behind you and that anyone you do not know does not follow you in. This is for your own safety and the safety of your neighbors.

2. Aerials/Antennas/Satellite Dishes

- 2.1 No personal outside aerials, antennas or lead-in wires, or satellite dishes shall be permitted in connection with the operation of any television or radio installation.

3. Alterations to Units

- 3.1 Residents, whether recent or established, who are planning a repair or alteration to their unit, must make both the Superintendent and Management Company aware in writing and at a minimum of 7 days in advance. Any significant structural alterations must be approved in advance of being performed.
- 3.2 When alterations, remodeling work or floor scraping are done in any apartment, it is the obligation of the resident to have the work done between the hours of 8:00 am and 5:00 pm on Monday through Fridays only, unless such construction or repair work is necessitated by an emergency.
- 3.3 Residents are responsible to arrange for the immediate removal of debris resulting from such work as well as any disposal expenses. Residents are also responsible for daily cleaning of halls and elevators affected by renovations.
- 3.4 Any workers performing work to a unit must register with the Superintendent when entering and leaving the building. This is for security purposes.
- 3.5 It should be noted that unit alterations involving common elements - plumbing, water, etc, must be approved in writing by the Board of Manager and/or management company and scheduled with the Superintendent in advance.

4. Animals/Pets

- 4.1 No dogs, cats, birds or reptiles are allowed in the building, nor shall they be kept or harbored in any unit unless permission is granted in writing by the Board of Managers.
- 4.2 In no event shall any animal be permitted in the public areas of the building.
- 4.3 No pigeons, birds or wild animals shall be fed from the windowsills, terraces or other public portions of the building including the sidewalk or street adjacent to the building.

5. Children

- 5.1 Children are not permitted to play in public halls, elevators, basement areas, or steps or stairways of The Winton. Bicycle riding, inline skate, scooter, skateboard, roller blades etc. are prohibited at all times.
- 5.2 Parents must supervise their children when they take them into the laundry room. Playing with the laundry carts on the machines is prohibited.
- 5.3 In accordance with the "Noise" section herein (Section 16), please note that floor coverings must be sufficient to mitigate noise of children playing/running in your unit.

6. Common Areas

- 6.1 The common areas of the building shall be used for their intended purpose only.
- 6.2 Occupants nor their children or guests shall not play in the entrances, passages, public halls, elevators, vestibules, corridors, stairways or fire towers of the building.
- 6.3 If you knowingly spill a substance (whether liquid or solid), you should clean up the spill. If you see something spilt in a common area, or dirt or the like, please advise the Building Superintendent. If you see the Superintendent you can let him know personally, otherwise there is always a note pad on his office door in the basement. **All residents are as responsible for assisting with building cleanliness.**
- 6.4 No items are to be left in the vestibule or lobby areas. Residents who subscribe to papers should collect their papers or arrange for their collection the day of delivery. Newspapers left in the vestibule or lobby will be disposed of if not picked up the day of delivery. Residents should not open other residents' papers, nor should they leave them scattered around.
- 6.5 Smoking is **not** permitted in the common areas. For the health of your fellow residents – who may be allergic to cigarette or cigar smoke, please do not smoke standing at the building's brass entry doors.

7. Complaints

- 7.1 Complaints regarding the service of the Condominium, noise, violations of rules, etc **shall be made in writing** to the Management Company. The Superintendent and Management Company are responsible for notifying the Board of Mangers, and respective Unit Owner as appropriate of complaints and following-up with the complainant. Anonymous complaints are not accepted, you must provide your name, unit number and contact information so the complaint may be handled appropriately.
- 7.2 Complaints may only be registered by legal residents of The Winton and will be responded within a reasonable time, not to exceed 30-days.
- 7.3 Unit Owners are responsible for their tenants and for assuring their tenants abide by the House Rules.
- 7.4 Owners having complaints or issues related to the Management Company or other issues not handled can communicate with Board via the Board's email address.

8. Defacement of Property

- 8.1 No resident shall disfigure or deface any part of The Winton, nor shall he/she permit the same to be done by anyone. This includes both internal and external areas of The Winton.
- 8.2 Any resident, child, relative or guest of any resident caught defacing property will be liable for the damage and full repair or replacement costs.
- 8.3 Care should be used in bringing shopping carts, baby carriages and the like through the lobby and elevator doors. These are historic fixtures and subject to scratching. Intentional scratching or marking of these fixtures can be seen on video surveillance and will be penalized.

9. Disposal of Refuse (Trash) & Recyclables

- 9.1 The trash chutes are to be used for only bagged household garbage that is tightly tied such that it does not open when it drops down the chute. Any unit found to dispose of items in the trash chute causing jams or damage will be billed the cost for repair in addition to the penalty for House Rules Violation. NOTE that there are compactors at the bottom of the trash chutes. Accordingly, non-crushable items such as wire hangers, clothing, shoes, etc shall not be disposed of via the trash chute.
- 9.2 Household garbage larger than what will easily fit through the trash chute must be bagged and placed in the basement "Trash" rooms, which are labeled. No item of trash is to be placed on the floor adjacent to the trash chute.
- 9.3 Any garbage specifically designated as **recyclable** per the City of White Plains and/or County of Westchester recycling programs must be disposed of in the recycling containers located in the basement laundry room area. **Residents are responsible for checking the City of White Plains website for Recycling Requirements.**
- 9.4 Glass, metal and plastic items are to be rinsed clean before they are placed in the designated containers in the basement recycling area to prevent smells and problems with bugs. Failure to do so will result in a \$150 penalty per occurrence.
- 9.5 Newspapers, magazines, paper boxes, corrugated cardboard boxes, etc, shall be placed in the designated recycling area in the basement.
- 9.6 No recyclable items are to be left on the floor near the trash chute. Per City/County Recycling Policies, recyclable items must be recycled and not disposed of with regular household garbage.
- 9.7 Any fines incurred by The Winton from the City/County for residents' failure to follow recycling policies will be proportionately divided among all building residents at the time the fine is incurred.
- 9.8 Electrical items, including computers, computer peripherals (printers, scanners, etc) and appliances, must be disposed of in accordance with City/County Sanitation Department Procedures, by phoning the Sanitation Department. Failure to comply with this will result in a \$250 violation fee.
- 9.9 Furniture of any sort may **not** be disposed of without consulting with the Superintendent. Some items *may* be collected by the City on designated days. Failure to comply with this by disposing of items at will, will result in a \$250 violation fee.
- 9.10 During the holidays, Christmas Trees shall be disposed of pursuant to City/County Sanitation Department rules. A memo reminding residents to check with the Superintendent regarding disposal times, and of disposal procedures will be distributed in December of each year. Holiday trees must be bagged before leaving your unit. Any needles or leaves that spill into the hallways, elevators or other common areas of the building must be cleaned up by the individual.

10. Electrical Appliances

- 10.1 Installation or use of heavy duty appliances, such as air conditioners, microwave ovens, convection ovens, countertop broilers, etc must not exceed 20 amperes; and such appliances must be fused separately. Installation of such appliances is subject to the written approval of the Board of Mangers.
- 10.2 Installation of washers, dryers or dishwashers is strictly prohibited.
- 10.3 Alterations and/or additions to the electrical system within an apartment must be done by a licensed electrician. A copy of the electrician's license must be obtained by the resident/owner and a copy forwarded to the Management Company and Superintendent. A certificate of insurance is also required to be provided for any such contractors.
- 10.4 Disposal of electrical items, including appliances, air conditioners, etc must be in accordance with paragraph 9 above.

11. Fire Protection

- 11.1 Smoke detectors and carbon-monoxide in apartments are required by law and should be checked periodically.
- 11.2 Fire safety plans and fire safety notices are required to be adhered to inside of apartment doors as required by law.
- 11.3 Stairwell doors are also fire doors and should be kept closed, not propped open for ventilation or other purposes.

12. Lock-out

- 12.1 It is not the responsibility of The Winton, the Board of Mangers, Superintendent or Managing Agent to provide lock-out service for residents or owners. Should an owner be locked-out of his/her unit during the Superintendent's normal working hours, the Superintendent is permitted to access the pass key to your unit for a fee of \$20. All tenants (renting from owners or the building sponsor) shall contact their landlord for lock-out service or a lock-smith. Under no circumstances should the superintendent be contacted during non-working or overnight hours because of lock-outs unless it is an emergency and emergency services have been called.

13. Loss of Property

- 13.1 The Winton shall not be responsible for loss of property by theft, robbery or house breaking. All residents should take proper precautions to provide adequate locks.
- 13.2 It is recommended that residents review their own insurance coverage at least annually. Household contents, fire and personal liability insurance are highly recommended.
- 13.3 The Superintendent is strictly prohibited from signing for packages or deliveries of any sort including UPS, FedEx or US Postal Service.

14. Laundry

- 14.1 The laundry room is for the exclusive use of the residents of The Winton. Residents shall not invite family, friends or others to do laundry in the building laundry room.
- 14.2 Be courteous of your neighbors and do not use more than **three** washers or dryers simultaneously if the laundry room appears empty. If residents are waiting for machines, residents are restricted to use of **one** washer and one dryer at a time.
- 14.3 Carts are provided in the laundry area for use while in the laundry area. They are intended to help with transferring laundry from washer to dryer and removing laundry from the dryer. Carts are not to be removed from the laundry area. In the event the laundry cart is needed to take your laundry to your unit, it should be returned **immediately**. Carts are not to be kept in units under any circumstances. If a cart is not returned immediately, you may be charged \$15 per day that the cart is retained in a unit.
- 14.4 If a laundry machine is not functioning, please notify the Superintendent and laundry company via the label on the machine. You must provide the machine number.

15. Moving In and Out (Including Deliveries of Furniture or other large items)

- 15.1 Moving is allowed **ONLY** Monday through Friday from 8:00 am to 4:00 pm and on Saturdays from 9:00 am to 1:00 pm.
- 15.2 Access to the building is provided through the Basement. Only the basement access is to be used.
- 15.3 One elevator will be assigned for your use. The elevator will be padded for protection against damage of the elevator.
- 15.4 The use of the Lobby is prohibited. Please note that the outside entrance door is a historic door and is irreplaceable .
- 15.5 The Board of Managers, Management Company and Superintendent must be informed of Move-in or Move-out pursuant to the Moving/Deliveries Procedure or a \$500 fine will be imposed.
- 15.6 Residents/Owners are responsible for any damages to common areas, such as walls, stairs, elevators, floors, windows, caused by movers and/or delivery personnel.
- 15.7 Deliveries of furniture or other large items must be coordinated with the Superintendent to assure the elevators are protected, must be performed during the moving hours stated in 15.1 and is only permitted using the Basement entrance as stated in 15.2.
- 15.8 The building side gates are not to be propped open and left unattended for the security of residents and the building in general.

16. Noise

- 16.1 No resident shall make, cause or permit any objectionable noise or order to be produced or to emanate that interferes with the rights, comforts or convenience of neighbors. All such are prohibited.
- 16.2 Residents are responsible for family, employees, and guests, especially late departing guests.
- 16.3 The playing of musical instruments, radio, TV, stereos, etc must be confined to reasonable hours and in volume considerate of the rights of your neighbors. No such instrument shall be played or operated after 10 pm or before 9 am if the same shall disturb or annoy any other residents of the building.
- 16.4 Loud talking or shouting from windows or in common areas is forbidden at all times.
- 16.5 Floors must be sufficiently covered with padded carpeting or area rugs with padding to cover the floor area to reduce noise from disturbing residents below. Unless expressly authorized by the Board, 80% of the floor area of each Unit (excepting only the kitchens, pantries, bathrooms and closets) must be covered with padded rugs, carpeting or equally effective noise-reducing material. Each Unit is subject to inspection with 24-hour notice should noise complaints be received by the Management Company or Board, and/or within 30 days of move-in to assure compliance.

17. Plumbing

- 17.1 Since the building was constructed in 1939 and most of the plumbing lines are old; whenever plumbing work is required within a unit, the Superintendent and Management Company shall be notified.
- 17.2 Water control valves must be accessible at all times to allow rapid access in case of emergencies. Each fixture shall have shut-off valves installed beneath the fixture in an easily accessible, convenient location.
- 17.3 Kitchen waste (garbage) disposal units are prohibited.
- 17.4 No sweepings, matches, rags, ashes or other obstructions shall be thrown into toilets or other plumbing fixtures. The expense incurred in the repair necessitated by misuse shall be borne by the resident and/or unit owner.
- 17.5 Please notify the Superintendent and Building Manger immediately of any leaks or suspected leaks, or if your unit has any drainage issues.

18. Roof & Stairwells

- 18.1 Unauthorized persons are not permitted on the roof of The Winton.
- 18.2 Residents or guests shall not loiter in the stairwells or use them as waiting areas for any purpose.

19. Services and Repairs

- 19.1 Residents shall not engage The Winton employees during their normal working hours for household chores nor send an employee outside the building on private business.
- 19.2 If The Winton or the Superintendent provides any special service to a resident or performs a repair for a resident, the resident is required to pay for such repairs, including labor. Such work can only be performed with the prior consent of the Management Company and/or Board of Managers.
- 19.3 All complaints about structural items or requests for service or information should be made to the Management Company in writing.
- 19.4 Plumbing and Water systems are considered part of the common elements. Any service or repairs to such items, or any work within a unit around building plumbing or water lines (ie sink replacements, bathroom/shower work) must be notified to the Superintendent and/or Management Company in advance.

Also refer to Alterations to Units (Section 3).

20. Storage Area

- 20.1 A basement storage area is available for Owner-Residents only. The Board of Managers will distribute periodic notices to clean-up the storage area, and reserves the right to reconfigure the storage area with 30-days notice to owner residents.
- 20.2 Furniture is not allowed be stored in the basement storage area, nor are any flammable items allowed.
- 20.3 Items may be stored in fire-resistant plastic containers and must be clearly labeled with the unit identification and resident's name.
- 20.4 The building is not responsible for any items left in the storage area.
- 20.5 All items are to be removed from the storage area upon move-out. If stored items are left after move-out, the building has the right to dispose of abandoned items.

21. Sublets

- 21.1 Owners are permitted to rent their apartments directly pursuant to the Building Policies and Procedures, and Condominium By-Laws.
- 21.2 Tenants are not permitted to sub-lease to others, nor have others reside with them that are not named in the lease. The number of residents per unit is subject to City/County laws and regulations.
- 21.3 A Resident Profile form must be on file for emergency purposes for all units.

22. Visitors

- 22.2 Visitors are required to use the security entrance system to call/buzz an apartment for access. They should not simply follow others in the building. If an individual is entering the building and does not recognize the person(s) behind them, the individual is prohibited from holding the door open for that person(s). PLEASE make sure the vestibule door closes behind you and that anyone you do not know does not follow you in. This is for your own safety and the safety of your neighbors.

23. Windows

- 23.1 To preserve the pleasing appearance of the building, rugs, mops, wearing apparel, laundry, bedclothes, etc must not be placed in the windows, or shaken therefrom.
- 23.2 Windows accessible from the outside and should not be left open unattended.
- 23.3 No window guards or other window decorations shall be used in or about any unit, except as shall have been approved in writing by the Board of Managers.
- 23.4 Proper window dressings (curtains, blinds, etc) should be used and not substituted with blankets, sheets or towels, etc.

Recycling is the Law!

The City of White Plains requires recycling in accordance with the City's established guidelines. YOU are responsible for adhering to these as part of The Winton's House Rules & Regulations (Section 9).

Attached is a flyer from the City of White Plains with information on recycling. NOTE:

- **Household Recycling items – paper, glass, plastic and metal** – For these items, there are recycling containers provided in the basement, in the laundry room area. As required by the City, any containers must be RINSED OUT! (This also helps with prevention of smells and bugs).
- **For any other items, you must drop-off items at a City-identified recycling** – note that this includes electronics and computer equipment.
- Furniture items (non electronics) *may* be picked up by the City on designated days. You **MUST** check with the superintendent if your item will be accepted by the City and when and where you may dispose of it IF the City will pick-up the item.

For the most accurate City of White Plains information – please see their website:

CityofWhitePlains.com

Look under the "City Services" tab

Select "Recycling Guidelines" from the alphabetical list.



A Guide to Curbside Recycling in Westchester

Curbside Recycling Guidelines

Paper & Cardboard

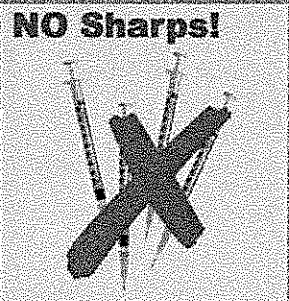
Recycle: Newspapers, glossy inserts, phone books, magazines, junk mail, brown paper bags, and corrugated and grey cardboard boxes.

How: Remove plastic linings, windows and excessive tape. Place mixed paper in a brown bag or loose in the recycling bin. Flatten and place boxes inside each other.

Don't Recycle: Waxed cardboard (i.e. milk cartons), plastic and Styrofoam packing materials, cardboard with any trace of food, paperbacks or hardcover books. Consider donating books to a library.



Recycle plastic bags separately by returning them to any large grocery store, retail center or Household Recycling Day.



The safest way to discard needles, syringes and lancets is to take them to a hospital or health facility that accepts them. Find a list of locations and follow the disposal guidelines by visiting our website and reading the "Sharps Smarts" brochure. Call the Westchester County Health Department at (914) 813-5000 to learn more.



Glass Containers*

Recycle: Glass jars and bottles of any size and color.

How: Rinse containers and discard plastic caps. Place metal caps and rinsed jars and bottles loose in the bin with plastic and metal containers. Labels do not need to be removed.

Don't Recycle: Glass that is not used for packaging food or beverages (i.e. light bulbs, drinking glasses, crystal, window and mirror glass, ceramic ware and kitchen cookware). Also, empty glass containers which held potentially hazardous materials (i.e. pesticides and solvents) should be discarded as garbage.



Plastics 1 & 2*

Recycle: Plastic containers coded 1 or 2 on the bottom, commonly used for food, beverages, detergents, household cleaners and shampoo.

How: Rinse containers and discard plastic caps. Place plastics loose in the bin with glass and metal containers. Labels do not need to be removed.

Don't Recycle: Five-gallon plastic pails, Styrofoam, toys, plastic bags or flowerpots, regardless of the recycling code. Also, empty plastic containers which held potentially hazardous materials (i.e. motor oil, pesticides and solvents) should be discarded as garbage.

*Remember:

Containers (glass, metal, and plastics) can be mixed in your recycling bin.

Metal Containers*

Recycle: Food and beverage cans, clean aluminum foil and trays and empty aerosol cans.

How: Rinse containers and place them loose in the recycling bin with glass and plastic containers. Labels do not need to be removed.

Don't Recycle: Empty paint cans or metal containers which held potentially hazardous materials such as pesticides, glues or solvents. Aluminum siding, scrap metal, wire, pipes, tubing, motors, sheet metal, appliances and auto parts are recycled under separate municipal programs. Call your municipality for details.

For more information, call the Westchester County Recycling HelpLine at 2-1-1 or visit www.westchestergov.com/recycling



Drop Off Dates

YOU MUST CONTACT THE CITY OF WHITE PLAINS FOR PROPER DISPOSAL OF THESE ITEMS

City's website:
TheCityofWhitePlains.com

look under "City Services" tab then see "Recycling Guidelines"

Household Recycling Drop Off Days 2010

What's Accepted:

Properly labeled household chemicals, including:

Most Automotive Fluids – antifreeze, brake fluid, gasoline

Flammable Liquids – kerosene, butane, charcoal fluid, turpentine

Metal, Jewelry & Furniture Polishes, Wood Preservatives

Pesticides, Insecticides, Herbicides

Photography & Swimming Pool Chemicals

Other items, including:
Fluorescent Light Bulbs & CFLs*



Fire Extinguishers

Propane Tanks* (2.5, 10 & 20 lbs.)

Cell Phones*



Batteries* – Auto, Rechargeable & Button Cell

(Alkaline and carbon-zinc batteries can be safely discarded with the household trash.)

Car Tires* (maximum 10)

Mercury Thermometers and Thermostats*

Electronic Waste* – computer monitors, towers, peripherals, printers, TVs, faxes, phones, cell phones, radios, stereos, speakers



Appliances with Freon* – freezers, refrigerators, dehumidifiers, air conditioners

Expired or Unused Pharmaceuticals – prescription, over the counter, veterinary medication; keep drugs in their original containers



Plastic Grocery Bags* – bring in 20 or more bags to get a free reusable shopping bag, while supplies last

***Year-round disposal options are available.**
Call (914) 813-5425 for more information.

What's NOT Accepted:

Paint – Oil & Latex – harden paint and put it out with the trash. (Note: Rye Brook, Yorktown, and White Plains residents should put out hardened paint on bulk pick-up days.) A product called Waste Paint Hardener can be used to harden a gallon of latex paint in minutes; to harden oil based paint, add absorbent material, such as kitty litter

Motor Oil – take to a service station or motor oil retail outlet

Compressed Gas Cylinders – helium and oxygen tanks

Smoke & Fire Detectors – dispose of in trash

Explosives – flares, fireworks, ammunition

Medical Waste – hypodermic needles, syringes, lancets

Materials from Businesses, Schools & Institutions

Construction & Demolition Debris – materials from home improvement and construction projects (e.g. drywall, wood, pipes, fixtures)

For disposal information about these items, call the Recycling HelpLine at (914) 813-5425.

Shredding Identity Theft



The Mobile Shredder will be available for residents only. Bring your personal papers to be shredded on the spot, at no charge. Each resident may bring up to four file boxes, approximately 10" by 12" by 15" in size.

Westchester
gov.com



Partial funding provided by the NYS DEC

THE WINTON CONDOMINIUM

RESIDENT REQUEST / COMPLAINT FORM

All requests/complaints must be provided in writing for the Winton Condominium's management company and/or Board of Managers to take any action. All complaints are kept confidential as to who made the request/complaint so we can follow-up as may be necessary, and we need to have a record of should the Management Company and/or Board of Managers see a reoccurring issue.

Thank you for taking the time to complete this form. You can either provide it to the Superintendant, the Building Management or the Board of Managers. If you feel your issue needs to be brought directly to the attention of the Board of Managers, please email the information requested below to TheWintonBoard@gmail.com.

UNIT NUMBER _____

YOUR NAME: _____

Are you the: Owner of the Unit Renter residing in the unit Family of the Owner living in the unit
(if you are not the Owner, that's fine, we just need to keep the owner in the communication loop as well).

IS THE REQUEST / COMPLAINT INVOLVING:

Another Unit, if so, please specify unit number or location (above/below/beside your unit): _____

Common Area / Building other than another specific unit

Issue in MY UNIT

WHAT IS THE NATURE OF YOUR COMPLAINT? Please be specific, you can use the back side if more space is needed.

How can you be reached to follow-up on the issue's solution or if additional information is needed:

Telephone: _____ Cell Phone: _____ Email: _____

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

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.
- 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.

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Protect Your Family From Lead in Your Home



June 2017

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.

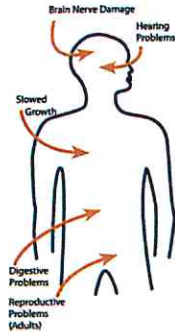
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Health Effects of Lead

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.¹

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.²

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.

¹ "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.

² "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.

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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.

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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, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ 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

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.



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, or call 1-800-424-LEAD.

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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, or read *The Lead-Safe Certified Guide to Renovate Right*.

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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 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.

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

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 and 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 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 or 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, 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 or 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/

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

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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