

Notice to Applicants

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

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

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

This form must be signed and dated and included with your submitted application.

Applicant's Signature _____ Date _____
Co Applicant's Signature _____ Date _____



It's all about service

50 North Broadway Owners, Inc. - Resale Application

Dear Prospective Resident:

Enclosed is your Resale Application. Please complete and forward the application, along with all required documents, to Prime Locations, Inc. ("PLI") for processing.

Once we receive a 100% Complete Application, the Board of Directors will have 60 Days to review the Application Package.

***** In order to expedite your application, PLI will only communicate with two individuals regarding this application. (Unit Owner/Shareholder and one (1) other person.) Please provide names and numbers for the two contacts designated for this application.

Name	Phone	Email
1) _____	_____	_____
2) _____	_____	_____

Thank you for your interest in **50 North Broadway Owners, Inc.** We look forward to hearing from you.

Sincerely,
Management
914-963-7400
pliservice@PLImanagement.com

Revised 5/2/22



Our Cooperative is committed to equal housing opportunity. We do not discriminate based on race, color, national origin, religion, sex, disability, familial status, sexual orientation, lawful source of income, marital status, age, military status, or other characteristics protected by local fair housing laws.



Application Instructions

Due to the sensitive and personal information contained in this application we require that you redact (Black Out) all but the last 4 digits of Social Security Numbers and Bank Account Numbers on all pages of the submitted application.

If you do not blackout the information as directed, your application will be returned to you.

FULL SOCIAL SECURITY NUMBER IS REQUIRED ON THE CREDIT REPORT/BACKGROUND AUTHORIZATION FORM

General Guidelines

1. The income of any prospective purchaser(s) must be sufficient to cover projected financing and carrying costs.
2. Each prospective purchaser must be a full-time occupant of the subject apartment

These guidelines are not intended to limit the right of the Board of Directors to consider all information and factors deemed relevant by the Board.

In the event that the Board consents to a transfer of shares and it is subsequently ascertained that there has been a material misrepresentation made by either the prospective purchaser or the shareholder in connection with the application, the Board has the right to withdraw its consent.

Any further questions or inquiries should be addressed to the managing agent.

Financial Requirements

**** Required Co-op Guidelines ****

- | | |
|----------------------------------|------------|
| 1. Minimum Down Payment: | 10% |
| 2. Minimum Credit Score: | 675 |
| 3. Maximum Housing Ratio: | 32% |
| 4. Total Debt Ratio: | 38% |

Pet Policy

NO BIRD OR DOG OR ANIMAL (WITH THE EXCEPTION OF CATS) IS PERMITTED WITOUT BOARD APPROVAL

Closing Procedure

1. If the Board approves your application, the closing should be arranged through the transfer agent, **Smith, Buss & Jacobs, LLP** located at **733 Yonkers Avenue, Yonkers, NY 10704 (914) 476-0600**.
2. At least **ten (10) business days notice is required** to arrange and attend the closing.
3. The closing will be held at the transfer agent's office. If a different location is designated, the travel fee of \$275.00 will be assessed and payable at closing.
4. At the closing, the transfer agent will prepare either an Assignment of Proprietary Lease and the Acceptance and Assumption of the Proprietary Lease or a new Proprietary Lease. The transfer agent will issue a new Stock Certificate to the Prospective Purchaser. They will also confirm that all maintenance charges and assessments have been paid in full through the date of closing.
5. At the closing, it is absolutely necessary that **all parties** for the transaction are present.
6. If the shareholder financed his/her purchase through a lending institution, the Lender must be notified of the closing.
7. A representative from the lending institution must attend the closing and deliver the seller's original stock certificate and proprietary lease. **The transaction will not close unless these documents are surrendered at closing.**
8. It is the responsibility of the Purchaser to file for the N.Y.S. Star Program if this will be your primary residence. Forms are available from the managing agent or your local assessor's office.

Important Information

The following is a list of the items you are required to submit in order for your application to be processed. Please be sure to provide all of the requested information. Missing items will delay the processing of your application.

The completed application package must be submitted at least sixty (60) days prior to the intended closing date. Please note that application packages will not be processed until all required documentation is received by our office.

CHECKLIST

PLEASE DO NOT submit original documents- they will not be returned

- 1. Notice to Applicants must be signed and dated by all applicants
- 2. Broker-Attorney Information Page.
- 3. Fees Acknowledgement Form- Must be signed by all applicants
- 4. Applicant Information for purchase- Part 1 of the application
- 5. Financial Information- Part 2 of the application (please make sure your totals match your supporting documents)
- 6. Credit/Background Check Authorization- Every adult (over 18 years of age) occupant of the unit must complete this form.
- 7. House Rules Acknowledgement Form- Must be signed by all applicants
- 8. Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards- Must be signed by all applicants
- 9. Contract of Sale- (fully executed by all parties) with all riders, including the "Rider to Purchase Agreement
- 10. Loan Commitment Letter (if financing any part of the purchase)- Must be signed and include the monthly mortgage payment and interest amount.

Please provide the following documents for each applicant.

- 1. Federal Tax Returns (past 2 years)- including your signature and all schedules
- 2. W-2 forms or if self-employed, 1099 Form
- 3. Employment Verification Letter (stating annual salary, position held, length of employment)- If self employed, submit a letter from your CPA or accountant stating your income.
- 4. Two (2) Personal Reference Letters
- 5. Landlord Reference Letter (detailing payment history for last 12 months)- If you are a current home owner, a letter from the managing agent or financing company is required.
- 6. Two (2) most recent pay stubs from each employer
- 7. Two (2) most recent Bank Statements- All pages are required (even if blank). Only the last 4 account numbers should be visible.
- 8. Supporting documents for the Assets and Liabilities listed in the Financial Information Section. All assets and liabilities MUST be accounted for if listed.

Additional Information (Enclosed for your information. DO NOT RETURN)

- 1. House Rules and Regulations
- 2. "Protect Your Family from Lead in Your Home" Pamphlet

BROKER-ATTORNEY INFORMATION

ALL OF THE INFORMATION ON THIS PAGE MUST BE COMPLETED
IF IT IS NOT COMPLETED, YOUR APPLICATION WILL BE RETURNED TO
YOU.

Applicant (s) Broker's Information

Name: _____

Address:: _____

Phone # _____ Fax #: _____ Email: _____

Applicant (s) Attorney's Information

Name: _____

Address:: _____

Phone # _____ Fax #: _____ Email: _____

Seller (s) Broker's Information

Name: _____

Address:: _____

Phone # _____ Fax #: _____ Email: _____

Seller (s) Attorney's Information

Name: _____

Address:: _____

Phone # _____ Fax #: _____ Email: _____

Purchase Fees and Acknowledgement

The following is information about the board application process and a schedule of fees. Please review this information before completing your application.

****PERSONAL CHECKS ARE NOT ACCEPTED-NO EXCEPTIONS****

****BANK CHECKS OR MONEY ORDERS ONLY****

Payable by Applicant(s) due at Submission

****SEPARATE CHECKS ARE REQUIRED****

****PAYABLE TO PRIME LOCATION, INC.****

- ___ 1. **\$400.00** Non-Refundable Application Processing Fee.
- ___ 2. **\$150.00** Non-Refundable Credit/Background Report Fee for each **Occupant** (over the age of 18 residing in the unit).

Payable by Applicant(s) due at Closing

- Certified, Bank or Attorney Trust Checks Only.

- ___ 1. **\$500.00** Move In Security Deposit (refundable upon verification from the Superintendent that no damage was caused to the common areas during the move)- payable to **50 North Broadway Owners, Inc.**
- ___ 2. **\$275.00** Preparation of Recognition Agreement by the transfer agent (only incurred if the prospective purchaser(s) are financing the purchase)- payable to **Smith, Buss & Jacobs, LLP**

Payable by Seller(s) due at Closing

- ___ 1. **\$500.00** Move Out Security Deposit (refundable upon verification from the Superintendent that no damage was caused to the common areas during the move)- payable to **50 North Broadway Owners, Inc.**
- ___ 2. **\$600.00** Preparation of Transfer Documents by the transfer agent- payable to **Smith, Buss & Jacobs, LLP**
- ___ 3. **\$.05 per share** for New York State Stock Transfer Tax- payable to **Smith, Buss & Jacobs, LLP**
- ___ 4. **Flip Tax - \$3.00 per share** – payable to **50 North Broadway Owners, Inc.**
- ___ 5. Any outstanding fees due to the Corporation

Miscellaneous Fee

- ___ 1. **\$275** Travel Fee (imposed in the event the closing is held outside of the Transfer Agent's office)- payable to **Smith, Buss & Jacobs, LLP**

Please sign this acknowledgement

I (we) hereby acknowledge that all fees paid pursuant to this purchase application are non-refundable, unless otherwise noted, and hereby authorize you or your agents to obtain a credit report and related information and contact any references or employers listed herein.

Applicant Signature

Co-Applicant Signature

Date

Date

PART 1 – Application Information for Purchase

Today's date: _____

Requested move-in date: _____ Proposed closing date: _____

Address: _____ Apt. #: _____

Applicant(s) Personal Information

Applicant

Name: _____ Cell Phone: _____

Home Phone #: _____ Business Phone#: _____

Email address: _____

Current address: _____

Time at present address: _____ to _____ Rent or Own: _____

If less than two (2) years, previous address: _____

Monthly Rent/Mortgage and Maintenance at Current Address \$ _____

Current Landlord: _____ Phone # _____

U.S. Citizenship: Yes _____ No _____

Highest level of Education completed: _____

Current Employer: _____

Employer's Address: _____

Phone Number: _____ Nature of Business: _____

Employment Status: FT _____ PT _____ Title or Position: _____

Date of employment _____ to _____ Are you self employed? Yes _____ No _____

Annual Gross Income this year \$ _____

Annual Gross Income last year \$ _____

If employed less than two (2) years list:

Previous Employer: _____

Employer's Address: _____

Phone Number: _____ Nature of Business: _____

Employment Status: FT _____ PT _____ Title or Position: _____

Date of employment _____ to _____ Were you self employed? Yes _____ No _____

Number of Dependent Children: _____

Other Dependents: _____

Do you have any pets: _____

If so, what type: _____

Co-Applicant

Name: _____ Cell Phone: _____

Home Phone #: _____ Business Phone#: _____

Email address: _____

Current address: _____

Time at present address: _____ to _____ Rent or Own: _____

If less than two (2) years, previous address: _____

Monthly Rent/Mortgage and Maintenance at Current Address \$ _____

Current Landlord: _____ Phone # _____

U.S. Citizenship: Yes _____ No _____

Highest level of Education completed: _____

Current Employer: _____

Employer's Address: _____

Phone Number: _____ Nature of Business: _____

Employment Status: FT _____ PT _____ Title or Position: _____

Date of employment _____ to _____ Are you self employed? Yes _____ No _____

Annual Gross Income this year \$ _____

Annual Gross Income last year \$ _____

If employed less than two (2) years list:

Previous Employer: _____

Employer's Address: _____

Phone Number: _____ Nature of Business: _____

Employment Status: FT _____ PT _____ Title or Position: _____

Date of employment _____ to _____ Were you self employed? Yes _____ No _____

Number of Dependent Children: _____

Other Dependents: _____

Applicant (s) Attorney: _____

Phone # _____ Fax #: _____ Email: _____

Applicant (s) Broker: _____

Phone # _____ Fax #: _____ Email: _____

List of all persons, other than applicants, who will reside in the apartment:

	Name	Relationship	Age
1)	_____	_____	_____
2)	_____	_____	_____
3)	_____	_____	_____

Will this apartment be your primary residence? Yes _____ No _____

If No, Who will reside in the apartment? _____

Seller(s)

Name(s): _____

Current address: _____

Phone: _____

Seller (s) broker: _____

Phone # _____ Fax #: _____ Email: _____

Part 2 – Financial Information – Assets & Liabilities

Assets

Applicant

Cash _____
Checking Acct. _____
Savings Acct. _____
Stocks and Bonds _____
Investment in Business _____
Real estate _____
Automobiles _____
Personal property _____
Life insurance _____
Retirement funds/IRA _____
401K _____
Profit sharing/pension _____
Other assets _____

Co-Applicant

TOTAL ASSETS: _____

Liabilities

Applicant

Installment Debts

(Creditor Name and Address) _____

Real Estate Loans (Mortgages) _____

Automobile Loans _____

Loans of Life Insurance _____

Alimony, Child Support _____

Other Payments _____

Co-Applicant

TOTAL LIABILITIES: _____

IF YOU ARE A PRINCIPAL OF OR ARE EMPLOYED BY A FAMILY BUSINESS, PLEASE COMPLETE ALL SECTIONS:

	Applicant	Co-Applicant
Dividend of partnership income (present year)	_____	_____
Dividend of partnership income (prior year)	_____	_____

Declarations

	Applicant	Co-Applicant
Are there any outstanding judgments against you?	_____	_____
Have you been declared bankrupt in the past 7 years?	_____	_____
Have you had a property foreclosed upon or given title or deed in lieu thereof in the past 7 years?	_____	_____
Are you a party to a lawsuit?	_____	_____
Are you obligated to pay alimony, child support or separate maintenance?	_____	_____
Is any part of the down payment borrowed?	_____	_____
Do you intend to occupy the property as your primary residence?	_____	_____
Have you had ownership interest in a property in the last 3 years?	_____	_____
If yes, what type of property did you own?	_____	_____
How did you hold title to this property?	_____	_____

The foregoing application has been carefully prepared, and the undersigned hereby solemnly declare(s) and certify(s) that all information contained herein is true and correct. The information is submitted as being a true and accurate statement of the financial condition of the undersigned on the _____ day of _____, 20 _____.

Applicant Signature

Co-Applicant Signature

Credit Report / Background Check Authorization Form

Name: _____
(Last) (First) (Middle)

Current Address: _____
(Street)

(Apt. #, P.O. Box #, Suite #, Etc.)

(City) (State) (Zip Code)

Previous Address: _____
(Street)

(Apt. #, P.O. Box #, Suite #, Etc.)

(City) (State) (Zip Code)

Social Security Number: _____

Date of Birth: _____

Current Employer: _____

Please Sign the Acknowledgement Below

I understand that the information given on this form will be used to obtain a credit report from one or more credit reporting agency, as well as a check of any court and criminal records. This information will be used to determine my creditworthiness relating to this application.

Signature: _____

Date: _____

Credit Report / Background Check Authorization Form

Name: _____
(Last) (First) (Middle)

Current Address: _____
(Street)

(Apt. #, P.O. Box #, Suite #, Etc.)

(City) (State) (Zip Code)

Previous Address: _____
(Street)

(Apt. #, P.O. Box #, Suite #, Etc.)

(City) (State) (Zip Code)

Social Security Number: _____

Date of Birth: _____

Current Employer: _____

Please Sign the Acknowledgement Below

I understand that the information given on this form will be used to obtain a credit report from one or more credit reporting agency, as well as a check of any court and criminal records. This information will be used to determine my creditworthiness relating to this application.

Signature: _____

Date: _____

Moving Deposit Acknowledgment

Please sign this acknowledgement

I (we) hereby acknowledge that the moving fees paid at this closing pursuant to this purchase will be returned to the Shareholder/Owner otherwise noted, and hereby authorize you or your agents to return the fees to the Shareholder listed herein.

Authorized Person's Name

Shareholder's Name

Authorized Person's Signature

Shareholder's Signature

Date

Date

Forwarding address:

Acknowledgement of Receipt of Lead-Based Paint Disclosure Information

Please sign this acknowledgement

The undersigned, proposed purchaser(s) of _____ do hereby acknowledge and confirm that the undersigned have received from the owner of the apartment and the Corporation the following items:

1. The pamphlet entitled Protect your Family from Lead in your Home published by the U.S. Environmental Protection Agency and the U.S. Consumer Product Safety Commission; and
2. Disclosure Notices containing Lead Warning Statements and information on lead-based paint and lead-based paint hazards in the apartment and building.

The undersigned acknowledge that they have read the Pamphlet and Disclosure Notices.

In addition, the undersigned acknowledge and confirm that the contract of sale has afforded them opportunity to conduct testing for lead-based paint at the apartment and the right to cancel the contract if such testing finds and unacceptable level of lead in the apartment or the undersigned have waived this right.

Applicant Signature

Date

Co-Applicant Signature

Date

Acknowledgement of House Rules

Please sign this acknowledgement

I, _____ hereby state that I have read and understood the house rules of the corporation, and hereby agree to abide by said house rules.

Accepted & Agreed:

Applicant Signature

Co-Applicant Signature

Date

Date

Acknowledgement

Please sign this acknowledgement

I (we) hereby acknowledge that all fees paid pursuant to this purchase application are non-refundable, unless otherwise noted, and hereby authorize you or your agents to obtain a credit report and related information and contact any references or employers listed herein.

I (we) understand that this application contains a lot of sensitive personal information and to help prevent identity theft, I (we) have per your instructions redacted (blacked out) all but the last four digits of social security numbers and account numbers on all pages of the submitted application with the exception of the Credit Report / Background Check Authorization Form. In doing so by signing below we hereby release Prime Locations Inc., its employees, the Co-op Board of Directors, Co-op Corporation and Admissions Committee from all liability associated with the information contained in this application.

Applicant Signature

Co-Applicant Signature

Date

Date

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

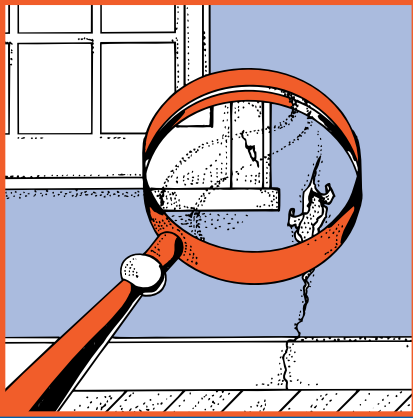
If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



Recycled/Recyclable

Printed with vegetable oil based inks on recycled paper
(minimum 50% postconsumer) process chlorine free.



Protect Your Family From Lead In Your Home



 **EPA** United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

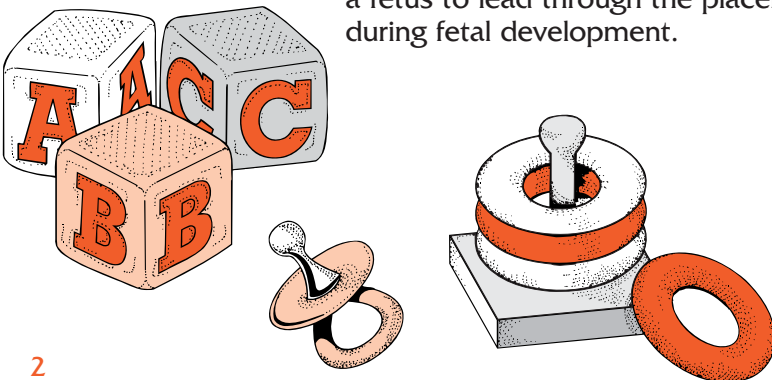
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more 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.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

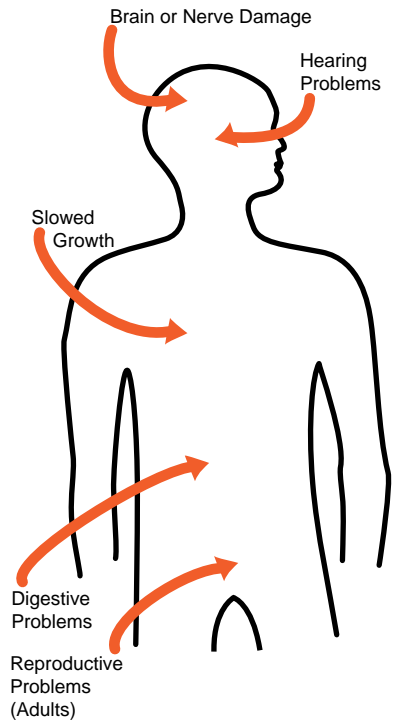
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels 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, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects
the body in
many ways.**

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ 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.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. 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 high levels of lead. Blood 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 Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

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

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 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. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 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.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



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

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ 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 combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

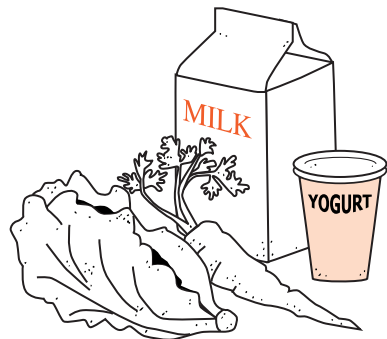
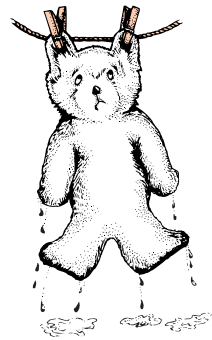
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

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

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash 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.
- ◆ 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.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, 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 removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this 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.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 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; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

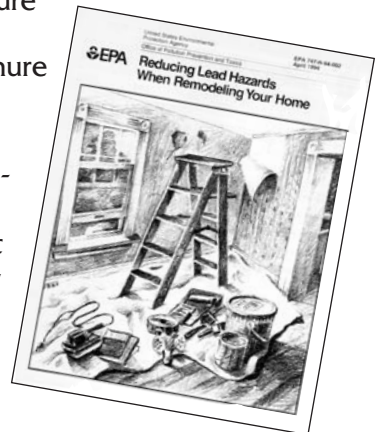
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



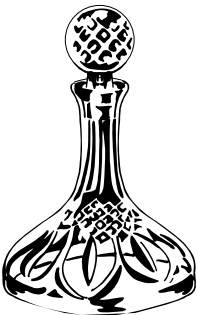
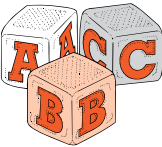
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.



- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ Old painted **toys** and **furniture**.
- ◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as “greta” and “azarcon” used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.

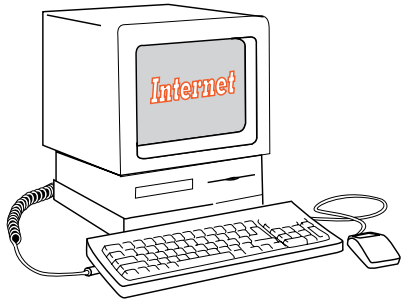


EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.



Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. 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 local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (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 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
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) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center

Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center

Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center

Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

HOUSE RULES

UPDATED: November 2007

All prospective Residents and Owners must undergo an interview before the Board or its designated interviewing committee and must undergo such safety and credit checks and complete such application as designated by the Board and its Managing Agent. If an application is rejected for any reason, the reasons for said rejection of an applicant for Residence need not be disclosed to the applicants or to a broker. All adult residents who will occupy the Apartment must be present at the Board Interview.

PUBLIC SPACES

- 1) The public halls and stairwells of the Building shall not be obstructed or used for any other purpose other than to enter and leave from the apartments in the Building. The fire exits must not be obstructed in any way.
- 2) No resident or guest shall install any plantings on the grounds/property of the building without obtaining prior written approval of the Board.
- 3) Children shall not play in the public halls, courts, stairways, or elevators, and no one shall be permitted on the roof.
- 4) No public hall of the building shall be decorated or finished by a resident or guest in any manner without the prior written consent of the Board of Directors.
- 5) No articles shall be placed in the halls or on the staircase landings or exterior of any entranceways, nor shall anything be hung, thrown, or shaken from the doors, windows, terraces or balconies or placed upon the windowsills of the building. Air conditioners must be properly installed as per the manufacturer's directions. You are responsible for any damages incurred due to improper installation.
- 6) No awnings shall be used in or about the building except such as have been expressly approved by the Board of Directors, nor shall anything be projected out of any window of the building without similar approval.
- 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 Board or the Managing Agent.
- 8) No bicycles, scooters, roller blades, or baby carriages shall be permitted to stand in the public halls, passageways, areas or courts of the building.

9) 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 may direct. No garbage shall be left in the hallways, entranceways, stairways, stairwells or any common area at any time. Residents and Guests shall comply with the recycling procedures of New York State and the City of White Plains.

10) The following rules shall be observed with respect to the trash compactor:

- All wet debris is to be securely wrapped or bagged in small package sizes to fit easily in the chute.
- Debris shall be completely drip-free before it leaves the apartment and shall be carried to the compactor closet in a careful manner and in a drip-proof container.
- Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans or any other flammable, explosive, highly combustible substances or lighted cigarettes or cigar stubs be thrown into the compactor chute.
- Vacuum cleaner bags must never be emptied into the chute. Such dirt, dust, etc. should be wrapped in a securely tied bag or package and should then be placed into the chute.
- Garbage that does not fit into the chute must be brought to the basement and placed in the appropriate containers. Recycling overflow must be brought to the basement as well.
- Any disposal of medical waste -- including but not limited to liquids, bandages & hypodermic needles -- must be in accordance with health and safety standards.

11) No pigeon or other birds or animals shall be fed from the windowsills, terraces, balconies or in the yard, court spaces or other public portions of the Building.

12) No radio or television aerial shall be attached to or hung from the exterior of the building without the prior written approval of the Board or the Managing Agent.

13) Residents shall use the available laundry facilities only upon such days and during such hours as may be designated by the Board.

14) No Resident shall wedge, prop or otherwise force the front or side doors to remain open while unattended. All outside entrances shall remain closed and locked at all times.

15) No items shall be altered or removed from the common areas of the building except upon the prior written consent of the Board.

INDIVIDUAL APARTMENTS

- 1) The agents of the Board and any contractor or workman authorized by the Board, may enter any apartment at any reasonable hour of the day 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 such pests. If the Board takes measures to control or exterminate, the cost thereof shall be payable by the resident. Moreover, the Board or its agents and their authorized workman shall be permitted to visit, examine, or enter any storage space assigned to any resident.
- 2) Bathrooms, water closets, and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed. No sweepings, rubbish, rags, or any other articles shall be thrown into the toilets or sinks. The cost of repairing any damage resulting from the misuse of any toilet or sink shall be paid by the resident in whose apartment it shall have been caused.
- 3) No bird or dog or any other animal (other than a cat) shall be kept or harbored in the building unless the same in each instance shall be expressly permitted in writing by the Board.
- 4) Visiting pets are not permitted in the building at any time except in the most extraordinary circumstances and only with the advanced written permission from the Board of Directors.
- 5) The floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material, to the extent of at least eighty (80%) of the floor area of each room excepting only kitchens, pantries, bathrooms, and closets.
- 6) No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the consent of the Board of Directors and the Superintendent.
- 7) Residents shall keep the windows of their apartment clean. In case of refusal or neglect of the resident during ten (10) days after notice in writing from the Board of Directors or the managing agent to clean the windows, such cleaning may be done by the Board of Directors which shall have the right, by its officers or authorized agents, to enter the apartment for the purpose of cleaning the windows. The charge of such cost of cleaning shall be billed to the Resident in this case.
- 8) Every apartment must be equipped with a smoke detector. It is the responsibility of the Resident to purchase and install said smoke detector.

9) Residents should be aware that they must each purchase and maintain their own individual renters or homeowners insurance. The insurance of the building will not cover all losses in case of fire or other disability of the building. The Board recommends a minimum coverage of \$10,000 per room.

10) No apartment shall be able to be rented or sub-let by the owners at any time. Any violator to this section will be subject to the termination of their stay in the building as per Section 31 of the proprietary lease.

11) As per the Proprietary Lease, the Resident shall not, without written consent of the Board, occupy or use the Apartment for any other reason than as a private dwelling. In no event shall more than one married couple occupy the Apartment without the written consent of the board. Family members may not occupy an Apartment unless one or more permitted adult residents are then in occupancy, or unless consented to in writing by the Board prior to inhabiting the Apartment. Non-family members may not occupy the apartment unless one or more permitted adult residents are then in occupancy.

12) As per Section 14 of the Proprietary Lease, the Apartment may be occupied from time to time by guests of the Resident for a period of time not to exceed one month, unless a longer period is approved in writing by the Board. No guest may occupy the apartment unless one or more of the permitted adult residents are then in occupancy or unless consented to the writing by the Board prior to inhabitation.

13) The Building and its staff have the right to enter all Shareholders' spaces in an emergency situation. All residents shall provide to the Board keys to all locks. In the event of an emergency requiring entry to an apartment for which keys have not been provided, forcible entry may be used and the cost to repair the damage by such entry shall be charged to the shareholder.

13a) Management will have the right to enter all apartments once each year for inspection of plumbing, caulking, windows and other miscellaneous conditions.

14) Washing machines, dryers, garbage disposals, Jacuzzis or other large-scale electrical items may not be installed or used in any apartment.

15) Nothing shall be constructed or done in any unit, or to the common area which will impair the structural integrity of the building or which will structurally change the building.

16) Unit owners are free to contract for their own repairs and improvements. Owners are responsible for all private contractors employed to do construction, renovation or repairs in their units. Contractors may not use the common areas (hallways, lobby, etc.) as work areas. Approval is required by the Mgmt Co.

17) It is the responsibility of the shareholder to make certain that your contractors keep the parking area, stairwells and hallways clean and orderly at all times. No debris is to be left on the premises after the work is completed. The shareholder or his/her contractor must arrange for proper off-site disposal of all cabinets, appliances, carpets, construction debris, etc. This is not the responsibility of the Super or of the building staff.

18) Please be advised that any structural work to be performed in your apartment must be approved in writing by the managing agent prior to beginning work. This includes any structural changes, plumbing, electrical work, or construction. Your contractor must have insurance to make any changes or repairs, and may be required to provide proof of his/her insurance to the Management Company prior to beginning work.

19) Any damage incurred as a result of construction, repair, or renovation will be billed to the owner at cost. If damages, scratches or stains to the hallways or floors or walls are discovered, please notify the Super or the Board of Directors immediately.

20) All owners who need recognition agreements to be signed by the Corporation should contact our attorneys Smith, Buss and Jacobs. There will be a fee assessed for the review and execution of the recognition agreement.

21) Commercial vehicles may not be parked on the property overnight without Board approval.

QUALITY OF LIFE

1) No resident or guest shall make or permit any disturbing noises in the building or do or permit anything to be done which will interfere with the rights, comfort, or convenience of other residents at any time. No resident or guest shall play upon any musical instrument, sound system, radio, exercise machine, or television in their apartments if the same shall disturb or annoy other occupants of the building at any time. No treadmills or exercise machines shall be utilized, between 8:00 PM and 8:00 AM.

2) No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays and Saturdays (not including legal holidays) and only between the hours of 8:30 a.m. and 5:00 p.m. (weekdays), 10:00 a.m. and 5:00 p.m. (Saturdays).

3) Vacuuming, etc. shall be done only between the hours of 8:30 AM to 8:00 PM.

- 4) No resident or other occupant of the building shall schedule a move-in/move-out of the building without first advising the Managing Agent who shall then inform the Superintendent. The Managing Agent will be provided with a security deposit. Move-in/move-out of the building shall be conducted on Monday-Friday and only between the hours of 8:00 a.m. and 5:00 p.m. Move-in/move-out of the building shall not be conducted on any holidays.
- 5) Residents are responsible for the actions of their guests. Any damage done to the building or disobedience of the rules resulting in such damage will be directly attributable to the Resident.
- 6) Please exercise reasonable care while walking in your apartment. No Resident shall create unusual noises. Further, while in the apartment it is helpful to remove one's shoes and to walk lightly to ensure your neighbor's peace and quiet enjoyment.
- 7) Illegal activities will not be tolerated in the building. Any suspected illegal activity should be reported at once to the local police department. Occupants who have been determined to have engaged in illegal or other objectionable activity may be subject to termination of their right to live in the building and/or eviction removal from the building, as per Section 31(f) the proprietary lease.
- 8) A set of two (2) keys to enter the building shall be distributed to the owners of each apartment. Additional keys can be purchased from the Managing Agent for a fee set by the Board. A limit of four (4) keys maximum is permitted per apartment. Building entrance keys are specially manufactured and are not able to be copied by any key-maker without the specific consent of the designated Managing Agent and the Board.
- 9) No key shall be given to any delivery person or newspaper delivery person or other such person without the specific consent of the Board in writing.
- 10) Please refrain from banging elevator and hallway doors and from shouting out of the windows. Please do not hold the elevator doors open for an unreasonable amount of time.
- 11) If you open the garage door with your key, the door must be closed with your key. Garage doors opened with a key do not close automatically.
- 12) No grills of any kind are permitted on the premises at any time without the specific consent of the Board in writing.

Any violations of the above rules may result in penalties to be assessed by the Board of Directors. Penalties may consist of fines to the shareholder, forfeiture of certain privileges, or eviction.

Any consent or approval given under these House Rules by the Board of Directors shall be revocable at any time. These house rules may be added to, amended, or replaced at any time by resolution of the Board.

MISCELLANEOUS

All owners should please notify the Managing Agent directly regarding any work that needs to be done in your apartment. Please do not leave notes in the basement for the Super as these will not be responded to.

All requests shall be filed as per the following procedures:

In an emergency situation: Call 911. Call Managing Agent, Prime Locations at 914-963-7400. Or call the Emergency Service (after-hours) at 212-310-0722.

You may also contact a Board Member after 10:00 AM and before 8:00 PM. An emergency is any situation which immediately threatens life, safety, or property. A billing issue or a regular repair is NOT considered an emergency.

For Non-Emergency Situations:

All requests or repairs should be reported IN WRITING to PRIME LOCATIONS. We ask that this procedure be followed in order to protect the owners and to make sure that we have accountability to the owners for any requests made.

Prime Locations can be written to at: Bob Lindenbaum, Prime Locations, Inc.,
733 Yonkers Avenue Yonkers, NY 10704

You may also choose to e-mail Bob at <mailto:blindenbaum@plmanagement.com>

Contact a Board Member. If you have had no response from Prime Locations within 2 weeks (which we do not anticipate), owners should contact a Board Member again for follow-up. You may contact a Board Member at their unit, after the hours of 10:00 AM and before the hours of 8:00 PM, or by telephone.

Please do not call your Board Members early in the morning or late at night with requests.

MEMORANDUM

TO: Shareholders/Lessees of 50 North Broadway Owners, Inc.

FROM: Board of Directors,
By: Bob Lindenbaum, Property Manager, Prime Locations, Inc.

DATE: November 10, 2020

RE: **AMENDMENT TO PROPRIETARY LEASE**
(Insurance Requirements for Shareholders/Lessees)

Dear Shareholders/Lessees:

We are pleased to announce that the Amendment to the Proprietary Lease clarifying insurance requirements for all individual co-op apartments (the "Insurance") has been **APPROVED**. (See attached Addendum, Proprietary Lease Paragraph 11, Insurance and Indemnity, as amended).

Please note that the approved Amendment is effective immediately. Therefore, the Insurance must be obtained now by each Shareholder and maintained throughout the term of each Proprietary Lease.

Specifically, all Shareholders must within ten (10) days of this memorandum deliver to Bob Lindenbaum at PLI a copy of written proof (e.g., "declarations page") of valid policies of Insurance as follows:

- (a) comprehensive public liability and property damage insurance against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon or from the Apartment or any part thereof, with a minimum limit of liability of \$100,000 for bodily injury or death arising out of one occurrence, and \$100,000 for damage to property, and
- (b) tenant's property damage insurance in respect of property damage occurring in, upon or from the Apartment or any part thereof (including, but not limited to, loss due to water damage).

Failure to obtain the Insurance will constitute a breach of the Proprietary Lease. Consequently, any Shareholder that has not obtained and maintained the Insurance may be held personally responsible for any and all personal injuries and damage to real property and personal property.

On behalf of the Board, we appreciate the support of the community in approving these changes that are intended for the benefit of all Shareholders / Lessees.

Send Proof of Insurance by mail or email to:

Bob Lindenbaum, Property Manager
Prime Locations Inc.
733 Yonkers Avenue, Yonkers, NY 10704
P. 914-963-7400 X214 ~ F. 914-963-2279
blindenbaum@plimanagement.com
PLImanagement.com

ADDENDUM: Amendment to Proprietary Lease

Paragraph 11. INSURANCE AND INDEMNITY

a. Insurance

The Lessee shall, at the Lessee's own cost and expense, obtain and keep in full force and effect throughout the term of this lease (a) comprehensive public liability and property damage insurance against any and all claims for personal injury, death or property damage (including, but not limited to, loss due to water damage) occurring in, upon or from the Apartment or any part thereof, with a minimum limit of liability of \$100,000 for bodily injury or death arising out of one occurrence, and \$100,000 for damage to property, and (b) tenant's property damage insurance in respect of property damage occurring in, upon or from the Apartment or any part thereof (including, but not limited to, loss due to water damage). The insurance required above shall be written in form reasonably satisfactory to the Lessor by good and solvent insurance companies of recognized standing, admitted to do business in the State of New York. Upon ten (10) days' written notice from the Lessor, the Lessee shall deliver to the Lessor either a duplicate original of the aforesaid policies or certificates evidencing such insurance. The Lessor may, from time to time and without the need to amend this lease, increase the amounts of insurance required hereunder to reflect changes in economic conditions.

b. Indemnity by Lessee to Lessor

The Lessee will not contract for, require, permit, suffer or allow any work, decoration, alteration, repair, or upkeep of the Apartment or any part thereof (including cleaning of any window in the Apartment from the outside within the meaning of the New York Labor Law) that is a violation of any law, ordinance, rule or governmental regulation, and unless all equipment and safety devices required by law, ordinance, rule or regulation, including, without limitation, the New York Labor Law, are provided and used, and unless the industrial code of the State of New York is fully complied with. Lessee hereby agrees to indemnify and hold harmless to the fullest extent permitted by law the Lessor and its employees, other Lessees, and the managing agent, for all losses, damages or fines suffered by them as a result of the Lessee's requiring, permitting, suffering or allowing any work, decoration, alteration, repair, or upkeep of the Apartment or any part thereof, or any window in the premises to be cleaned from the outside, in violation of the any of the requirements of the aforesaid laws, ordinances, regulations and rules.

Without limiting any of the foregoing provisions, Lessee further agrees to indemnify and hold harmless the Lessor from all liability, loss, damage and expense arising from injury to person or property occasioned by the failure of the Lessee to comply with any provision of this lease, or due wholly or in part to any act, default or omission of the Lessee or of any invitee or other person dwelling or visiting in the Apartment or for any claims, demands or suits arising out of the conduct of any such person, including any work authorized by the Lessee whether inside or outside of the Apartment, or for any liability imposed on the Lessor, its agents, employees or contractors when acting as agent for the Lessee as provided in this lease. This paragraph shall not apply to any loss or damage when Lessor is covered by insurance which provides for waiver of subrogation against the Lessee.

No contractor hired by Lessee shall access the Apartment unless insurance in an amount deemed sufficient by the Lessor shall be provided by the contractor and the Lessee naming the Lessor and Lessor's managing agent as an additional insured.