



The Parkchester North Condominium

1970 East Tremont Avenue
Bronx, NY 10462
Office # (917) 634-5200
sseda@parkchesternorth.com

Waiver of Right of First Refusal

Dear Unit Owner(s):

Enclosed are the requirements from the Parkchester North Condominium Board of Managers for the Waiver of Right of First Refusal.

The following items must be included with the application:

1. Waiver of Right of First Refusal application – typed or handwritten legibly. Include email addresses where indicated.
2. Contract of Sale with any Riders and/or Agreements executed by both the unit owner(s) and the prospective purchaser(s).
3. Non-refundable \$150 bank check or money order payable to Parkchester North Condominium for administrative costs.
4. Recent tax returns for purchaser(s) along with bank statements and/or other sources of financial support proving financial stability.
5. LLC purchases must provide IRS correspondence with valid EIN.
6. Financed transactions must provide mortgage commitment letter.
7. State-issued identification along with social security numbers for all prospective purchaser(s).
8. Acknowledgement of the General Rules and Regulations, as well as other enclosed documents, signed and dated.

Applications cannot be processed if any of the above items are missing

The Waiver of Right of First Refusal is good for forty-five (45) days following the date of the letter and only for the parties listed in the application. In the event the forty-five (45) days have expired, a \$50 bank check or money order payable to Parkchester North Condominium is required for an extension.

When determining a closing date, please be advised that the Board has a period of thirty (30) days to decide to waive its right of First Refusal – the decision-making period starts upon receipt of a completed application package.

Once the unit has closed, purchaser(s) must contact the Parkchester North Condominium Management Office for an appointment to submit the deed and to register

Sincerely,

Parkchester North Condominium Management

Enclosures:	Application	PNC Rules and Regulations*
	Local Law 1*	Smoke-Free Air Act*
	Lead Pain Disclosure*	Buyers/Sellers Attorneys
	Power of Attorney (remove from package, leave blank until closing)	

*Must be signed and dated.

KEEP COPIES FOR YOUR RECORDS

Revised 6/20/23

The Parkchester North Condominium

1970 East Tremont Avenue
Bronx, NY 10462
Telephone: (917) 634-5200

Waiver of Right of First Refusal Application Form

Seller's Information

In order for the Condominium Board to form a decision regarding its Right of First Refusal, the following information is required:

Unit address: _____

Check: 1 Bedroom 2 Bedrooms 3 Bedrooms

Name: _____

Address: _____

Phone No: _____

Email: _____

I have received a bona fide firm offer from purchaser for: \$ _____

Deposit at contract signing: \$ _____

Deposit at closing: \$ _____

Will unit be financed? Yes No

If yes, specify mortgage company information and include mortgage letter

Name: _____

Address: _____

Phone No: _____

Email: _____

Anticipated closing date: _____

The Parkchester North Condominium

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Bronx, NY 10462

Telephone: (917) 634-5200

Waiver of Right of First Refusal Application Form

Seller's Attorney Information

Name: _____

Address: _____

Phone No: _____

Email: _____

Seller Name

Seller Name

Seller Signature

Seller Signature

Date

Note:

- If either the purchaser or the seller requires any legal services from the Condominium Counsel, that party is responsible for any legal fees incurred.
- In the event a request for a waiver is denied, the Condominium is not required to provide a reason for its decision.
- This application is not complete until and unless all documentation described in the cover sheet is received by the PNC office, including the \$150.00 money order processing fee.

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Waiver of Right of First Refusal Application Form

Purchaser's Information

In order for the Condominium Board to form a decision regarding its Right of First Refusal, the following information is required. Please print legibly or type all responses.

Name: _____
Address: _____
Phone No: _____
Email: _____
How long have you lived at the above address: _____
Do you Own Rent Other
Date of birth: _____
SS No.: _____ or EIN No.: _____

Provide documentation for income such as, recent income tax returns, bank statements, etc.

Employer's Information

Occupation: _____ Annual income: \$ _____
Employer: _____
Address: _____
Phone No: _____
Email: _____
Do you agree to a credit check? Yes No

Purchaser's Information

Name: _____
Address: _____
Phone No: _____
Email: _____
How long have you lived at the above address: _____
Do you Own Rent Other
Date of birth: _____
SS No.: _____ or EIN No.: _____

Provide documentation for income such as, recent income tax returns, bank statements, etc.

Employer's Information

Occupation: _____ Annual income: \$ _____
Employer: _____
Address: _____
Phone No: _____
Email: _____
Do you agree to a credit check? Yes No

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Waiver of Right of First Refusal Application Form

Purchaser's Attorney Information

Name: _____

Address: _____

Phone No: _____

Email: _____

Purchaser Name

Purchaser Name

Purchaser Signature

Purchaser Signature

Date

Homeowner's insurance company: _____

Your signature on this application indicates your agreement to above by the Rules & Regulations and By-Laws of The Parkchester North Condominium.

The Parkchester North Condominium

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Bronx, NY 10462
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Waiver of Right of First Refusal Application Form

Bank Information

Name: _____
Address: _____
Phone No: _____
Email: _____

Unit will be used as: _____ Personal residence _____ Investment

If subleasing unit, please request a New Tenant Application

Have you received the following:

- _____ Condominium By-Laws including Rules & Regulations
- _____ Condominium leasing requirements package
- _____ Window Guard compliance form
- _____ In-House Rules & Regulations

List proposed occupants of apartment (if known):

THE PARKCHESTER NORTH CONDOMINIUM

POWER OF ATTORNEY

Power of Attorney

The undersigned, _____ the owner of Apartment Unit No. _____ in the Building known as number _____ and by the street number _____, Borough of The Bronx, City of New York, designated and described as Unit No. _____ in the Declaration establishing The Parkchester North Condominium dated December 7, 1972, recorded in the Office of the Register of the City of New York, in the County of The Bronx on December 11, 1972, in Reel 195, at page 65, and on the Floor Plans on file in said Register's Office as Condominium Plan No. 2 do hereby nominate, constitute and appoint those persons who shall from time to time constitute the Board of Managers of The Parkchester North Condominium, and their successors in office, jointly, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, to acquire in their own name, as members of the Board of Managers, or in the name of their designee, corporate or otherwise, on behalf of all owners of Units in said property, in accordance with their respective common interests, any Unit whose owner desires to abandon or sell the same, the undivided interest in the common elements appurtenant thereto, the interest of such Unit owner in any other Units theretofore acquired by the Board of Managers, or its designee, on behalf of all Unit owners, or in the proceeds of sale or lease thereof, if any, and the interest of such Unit owner in all other assets of the Condominium (hereinafter collectively called the "Appurtenant Interests") or any Unit, together with the Appurtenant Interests, which shall be the subject of a foreclosure or other judicial sale, or to lease any Unit whose owner desires to rent the same, at such price or at such rental, as the case may be, and on such other terms and conditions as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease, mortgage, vote the votes appurtenant thereto (other than for the election of members of the Board of Managers) or otherwise deal with any such Unit so acquired by them, or to sublease any such Unit so leased by them, on such terms and conditions as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present.

The acts of a majority of such persons shall constitute the acts of said attorneys-in-fact.

This power of attorney shall be irrevocable.

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. 4852(d) 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

LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR PREVENTION OF LEAD-BASED PAINT HAZARDS - INQUIRY REGARDING CHILD

You are required by law to inform the owner if a child under six years of age resides or will reside in the dwelling unit (apartment) for which you are signing this lease/commencing occupancy. If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. **IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD.** If you do not respond to this notice, the owner is required to attempt to inspect your apartment to determine if a child under six years of age resides there.

If a child under six years of age does not reside in the unit now, but does come to live in it at any time during the year, you must inform the owner in writing immediately. If a child under six years of age resides in the unit, you should also inform the owner immediately at the address below if you notice any peeling paint or deteriorated surfaces in the unit during the year.

Please complete this form and return one copy to the owner or his or her agent or representative when you sign the lease/commence occupancy of the unit. Keep one copy of this form for your records. You should also receive a copy of a pamphlet developed by the New York City Department of Health and Mental Hygiene explaining about lead-based paint hazards when you sign your lease/commence occupancy.

CHECK ONE:

- A child under six years of age resides in the unit.
- A child under six years of age does not reside in the unit.

_____ (Occupant signature)

Print occupant's name, address and apartment number: _____

(NOT APPLICABLE TO RENEWAL LEASE) Certification by owner: I certify that I have complied with the provisions of §27-2056.8 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder relating to duties to be performed in vacant units, and that I have provided a copy of the New York City Department of Health and Mental Hygiene pamphlet concerning lead-based paint hazards to the occupant.

_____ (Owner signature)

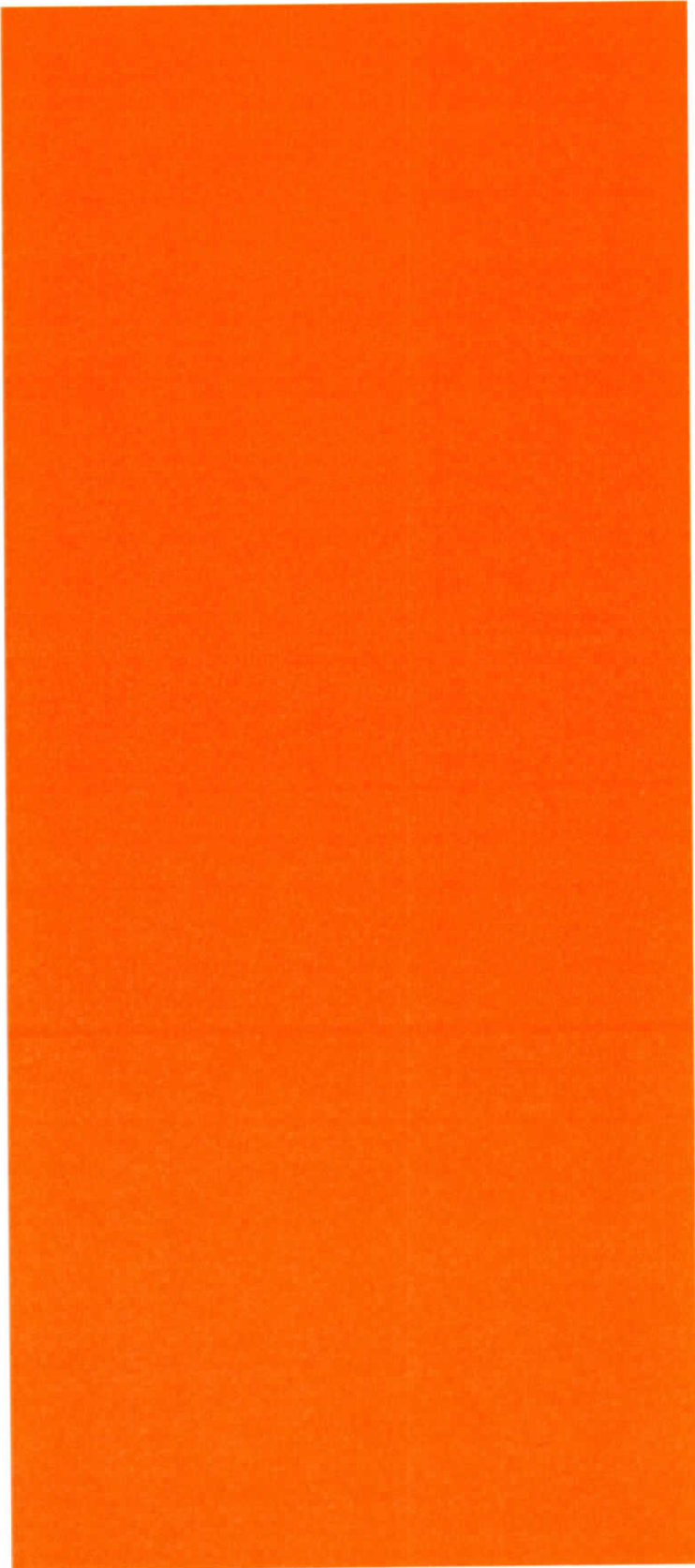
RETURN THIS FORM TO: _____

**OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS
OWNER COPY/OCCUPANT COPY**

**What Every
Tenant Should
Know About
LOCAL LAW 1**



**PREVENTING CHILDHOOD
LEAD POISONING**



PREVENTING CHILDHOOD **LEAD** POISONING LOCAL LAW 1

1. What Tenants Should Know **Page 1**

What landlords must do
Work covered by the law
Ways to repair lead paint hazards

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Young children are especially at risk for lead poisoning. Lead can harm a child's health, learning, and behavior.

Dust from lead paint is the most common cause of childhood lead poisoning. New York City banned lead paint for residential use in 1960. Even so, older buildings may still have lead paint on walls, windows, doors, and other surfaces.

Lead paint chips and dust can spread around the home if paint is peeling or home repairs are done unsafely. Young children can then swallow lead dust when they put their hands and toys in their mouths.

1. What Tenants Should Know

Local Law 1 is the New York City Childhood Lead Poisoning Prevention Act of 2003. The purpose of the law is to prevent lead paint hazards in housing and day care facilities. The law requires landlords to follow certain rules meant to help prevent children from being lead-poisoned.

Local Law 1 applies to apartments and common areas of buildings:

- Built before 1960 (or built between 1960 and 1978 if your landlord knows that the building contains lead paint),
- With 3 or more apartments, and
- Where a child under 7 years of age lives.

The law presumes that paint in these buildings is lead-based paint.

On turnover (when a tenant moves out), all rental units, including those in 1- and 2-family homes, are covered by the law.

What landlords must do

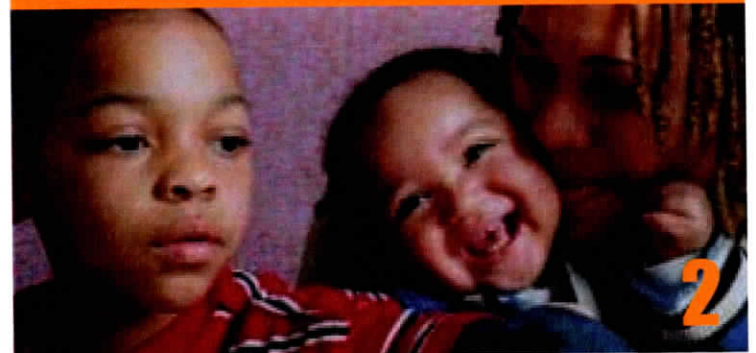
Local Law 1 says that landlords must:

- Find out if a child under 7 lives in any apartment in buildings covered by the law.
- Inspect those apartments for lead paint hazards.
- Use safe work practices and trained workers for any work that disturbs lead paint in applicable apartments and common areas, including required repairs of peeling paint.
- Make apartments 'lead safe' on turnover (when a tenant moves out and another moves in).
- Clean-up work areas thoroughly.
- Have 'clearance dust wipe tests' performed when work is finished to make sure cleanup is complete.
- Keep records of all notices, inspections, and repair of lead paint hazards, and other matters related to the law.

Your landlord needs to know if a child under 7 lives in your apartment

Every January, your landlord must send you a notice asking if a child under 7 lives in your apartment. Be sure to fill out the notice completely and return it by February 15. During the year, if you have a new baby, or if a child under 7 comes to live in your apartment, you must notify your landlord in writing.

Let your landlord know if you have a child under 7 living with you.



Your landlord must inspect your apartment

If your landlord knows that a child under 7 lives in your apartment, your landlord must inspect your apartment for peeling paint and other lead paint hazards at least once a year. Your landlord must also check your apartment if you complain about peeling paint or other unsafe paint conditions. All lead paint hazards found during these inspections must be fixed safely.

Your landlord must check your apartment for the following lead paint hazards:

- Peeling paint.
- Deteriorated subsurfaces, including crumbling plaster and broken wood frames or molding.
- Friction surfaces, including painted doors and windows that bind or rub together.
- Impact surfaces, including painted baseboards, molding, and doors that may be hit by objects or by closing doors.
- Chewable surfaces, including all painted window sills and other surfaces that may have been chewed by children.

Work covered by the law

The law requires landlords to use safe work practices and trained workers for any work that disturbs lead paint. There are specific rules for:

- Repair of violations issued by the Department of Housing Preservation and Development (HPD).
- Repair and renovation work, including repainting, window replacement, plumbing, and electrical work.
- Work done on turnover (when a tenant moves out and another moves in).

Ways to repair lead paint hazards

Your landlord can use different ways to fix lead paint hazards. All of the following ways are acceptable:

- Wet-scrape peeling paint, and repaint.
- Enclose the lead painted surface by installing sheetrock or another rigid barrier.
- Remove lead painted components and install new ones (such as replacing a window).
- Remove lead paint using safe methods.
- Seal lead paint with approved “encapsulants”. Encapsulants are durable, long-lasting coatings used to contain lead paint.



Trained workers using wet methods.

Some repair methods are dangerous and illegal

Landlords and contractors are not allowed to:

- Dry-sand or dry-scrape lead paint.
- Use a chemical paint remover containing methylene chloride.
- Grind or sand lead paint without using a special vacuum attachment.
- Use a heat gun over 1100° F or an open flame torch on lead paint.

2. Rules for Repair and Renovation Work

When landlords have work done in apartments, such as fixing plumbing, painting a room, or replacing windows, certain requirements may apply. Specific requirements depend on how much painted surface area is disturbed by the work.

Between 2 and 100 square feet

When disturbing between 2 and 100 square feet of lead paint in a room, landlords must complete all of the steps below:

1: Hire trained workers.

Workers must have completed a training course in lead-safe work practices developed by the U.S. Department of Housing and Urban Development (HUD). Lead abatement workers certified by the U.S. Environmental Protection Agency (EPA) may also be hired.

3: Prepare the area before starting work.

The work area must be cleaned, cleared, and sealed off from the rest of the apartment so that lead dust does not escape from the work area.

- All floors, furniture, draperies, and other items in the work area must be HEPA-vacuumed (High Efficiency Particulate Air) or washed.
- Movable items, once cleaned, may be removed from the work area.
- One layer of plastic sheeting and waterproof tape must be used to cover and seal floors, windows, vents and items in the work area.

4: Clean-up every day.

Cleaning-up is vital to prevent occupant exposure to dust and debris.

- At the end of each work day, the work area must be thoroughly HEPA-vacuumed and wet-mopped.
- All work materials must be stored away from occupants, in sealed containers, or removed from the premises.
- Daily inspections must ensure that no dust or debris is tracked out of the work area.

5: Do a final clean-up.

- Final clean-up must be completed before surfaces are repainted.
- When the work is finished, all plastic sheeting must be removed safely. Plastic sheeting must be sprayed with water mist and all debris safely discarded. Plastic must then be folded carefully and sealed in heavy-duty plastic bags.



Post warning signs outside the work area.

2: Post warning signs outside the work area.

- The contractor must post the signs and make sure they stay in place until the work is done.
- The signs must say: WARNING: LEAD WORK AREA-POISON-NO SMOKING OR EATING.
- The landlord and the contractor must tell tenants to stay out of the work area.

- All surfaces – including ceiling, walls, windows, floors, and furniture – must be HEPA-vacuumed, washed, and HEPA-vacuumed again.
- The work area must be inspected when the clean-up is finished. If dust and debris remain, the area must be re-cleaned.

6: Take 'clearance dust wipes'. Clearance dust wipes must be done to ensure proper clean-up.

- Landlords must hire a qualified, third party individual (independent of the landlord and contractor) to make a visual inspection and take clearance dust wipes.
- Three dust wipe samples must be collected from every room or area where work has been done: one from a window well, one from a window sill, and one from the floor. (If the room has no window, then only a floor sample must be taken.)
- In addition, one wipe sample must be taken from the floor in a room or area right next to the work area.
- Dust wipe results must be less than the following levels if not, clean-up and dust wipe testing must be repeated.
 - * Floors: 40 mcg/ square foot.
 - * Window sills: 250 mcg/ square foot.
 - * Window wells: 400 mcg/ square foot.
- The landlord must give a copy of clearance dust wipe results to the tenant.

More than 100 square feet or removing windows

When disturbing more than 100 square feet of lead paint in a room or removing 2 or more windows in an apartment, landlords must complete all of the steps below:

- 1:** Hire a lead abatement firm certified by the U.S. Environmental Protection Agency (EPA). Workers must have completed a training course in lead-safe work practices developed by the U.S. Department of Housing and Urban Development or be EPA-certified lead-abatement workers.
- 2:** Before work begins, landlords must:
 - File notice of commencement of work with the Department of Health and Mental Hygiene (DOHMH) 10 days before work begins.
 - Post notice of commencement of work outside the apartment and at the building entrance.
- 3:** Landlords must follow steps 2 through 6 for 'disturbing between 2 and 100 square feet of lead paint' on pages 5-7.
- 4:** In addition:
 - Entrances and doorways in the work area must be sealed off with plastic sheeting, and
 - Wherever plastic sheeting is required, two layers of 6-mil plastic sheeting must be used instead of one layer.

Moving into a new apartment

On turnover, landlords must inspect all apartments for lead paint hazards, repair lead paint hazards, and take clearance dust wipe tests before new tenants move in. When you rent a new apartment, all lead hazards should already be fixed.



Plastic sheeting helps prevent tracking dust and debris out of the work area.

3. Correcting Violations

Work ordered by the Department of Housing Preservation and Development (HPD)

HPD may inspect your apartment and order your landlord to repair peeling paint. The landlord and the contractor must use safe work practices and follow the same rules for 'disturbing more than 100 square feet of lead paint' outlined on page 8.

Requests for landlord records

Landlords must keep records of all notices, inspections, repairs of lead paint hazards, and other matters related to the law. HPD may request landlords to submit these records.

Work ordered by the Department of Health and Mental Hygiene (DOHMH)

If DOHMH orders your landlord to correct lead paint hazards, information on requirements that must be followed will be mailed to the landlord. Call 311 for more information.

4. You Can Help Prevent Lead Poisoning

- Let your landlord know if a child under 7 lives in your apartment.
- Report peeling paint to your landlord.
- Call 311 if your landlord fails to fix peeling paint.
- Keep children away from peeling paint and renovation work.
- Clean floors, window sills, and dusty places often with wet mops or wet cloths.
- Wash toys, pacifiers, and other items children put in their mouths.
- Wash children's hands often, especially before they eat.
- Use cold (not hot) tap water for making baby formula, drinking, and cooking. Let the water run for a few minutes before use.
- Do not use items that may contain lead, such as imported pottery, food and cosmetics, and traditional medicines.
- Keep children away from work clothes or tools of family members who do home repairs or other lead work.
- Remind your doctor to test your child for lead poisoning at ages 1 and 2 years, as required by law. Ask your doctor about testing older children.

5. More Information

Call 311 to:

- Report unsafe work practices and paint hazards.
- Get more information about Local Law 1.
- Get information about screening, diagnosis, and treatment for lead poisoning.
- Order more copies of this booklet, or copies in Spanish.
- Report discrimination if you believe you were refused housing because you have children.



Owners of multiple dwellings (3 or more apartments) must provide this booklet to tenants when they sign a lease or occupy an apartment if the multiple dwelling was built before 1960, or was built between 1960 and 1978 if the owner knows that the building has lead paint.



Healthy Homes
A Key Step to a
Healthier New York



Michael R. Bloomberg, Mayor

Thomas R. Frieden, M.D., M.P.H., Commissioner
New York City Department of Health and Mental Hygiene

Shaun Donovan, Commissioner
New York City Department of Housing Preservation and Development

DATE _____

THE PARKCHESTER NORTH CONDOMINIUM

I HAVE HEREBY RECEIVE "THE LEAD PAINT COMPLIANCE" FORMS LOCAL LAW 1.
I AGREE TO ABIDE BY THE RULES THAT GOVERN THIS LAW, AND WILL TAKE ALL
PRECAUTIONS TO REPORT ANY UNSAFE CONDITIONS.

PRINT NAME (SELLER 1)

SIGNATURE (SELLER 1)

PRINT NAME (SELLER 2)

SIGNATURE (SELLER 2)

PRINT NAME (PURCHASER 1)

SIGNATURE (PURCHASER 1)

PRINT NAME (PURCHASER 2)

SIGNATURE (PURCHASER 2)



PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS Annual Notice

New York City law requires that tenants living in buildings with rental units complete this form and return it to their landlord before **February 15**, each year. **If you do not return this form, your landlord is required to visit your home to determine if a child resides in your home.**

Peeling Lead Paint

By law, your landlord is required to inspect your home for peeling paint and other lead paint hazards at least once a year if a child 5 years or younger lives with you or routinely spends 10 or more hours each week in your home.

- You must notify your landlord in writing if a child 5 years or younger comes to live with you during the year or routinely spends 10 or more hours each week in your home.
- If a child 5 years or younger lives with you or routinely spends 10 or more hours each week in your home, your landlord must inspect your home and provide you with the results of these paint inspections.
- Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards.
- **Always report peeling paint to your landlord. Call 311 if your landlord does not respond or if the repair work is creating dust to which you are exposed.**

These notice and inspection requirements apply to buildings with rental units built before 1960. They also apply to such buildings built between 1960 and 1978 if the landlord knows that lead paint is present.

Window Guards

By law, your landlord is required to install window guards in all of your windows if a child 10 years or younger lives with you, OR if you request window guards (even if no children live with you).

- **It is against the law** for you to interfere with installation, or remove window guards where they are required. **Air conditioners in windows must be permanently installed.**
- Window guards must be installed so there is no space greater than 4½ inches above or below the guard, on the side of the guard, or between the bars.
- **ONLY** windows that open to fire escapes, and one window in each first floor apartment when there is a fire escape on the outside of the building, are legally exempt from this requirement.

These requirements apply to all buildings with three or more apartments, regardless of when they were built.

Fill out and detach the bottom part of this form and return it to your landlord.

Please check all boxes that apply:

- A child 5 years or younger lives in or routinely spends 10 or more hours each week in my home or apartment.
- A child 10 years or younger lives in my home and:
- Window guards are installed in all windows as required.
 - Window guards need repair.
 - Window guards are NOT installed in all windows as required.
- No child 10 years or younger lives in my home:
- I want window guards installed anyway.
 - I have window guards, but they need repair.

Last Name

First Name

Middle Initial

Street Address

Apt.#

City

State

ZIP Code

Signature

Date

Telephone Number

Deadline for return: February 15, 2023

Return form to landlord or managing agent. Call 311 for more information about preventing lead poisoning and window falls.

The Parkchester North Condominium

1970 East Tremont Avenue
Bronx, NY 10462
Telephone: (917) 634-5200

Dear Seller,

In order to conform to the new federal lead paint disclosure regulations, you as a unit seller must comply with the disclosure and other requirements contained in the regulations.

These regulations require that you give your prospective buyer a copy of the pamphlet entitled "Protect Your Family from Lead Paint in your Home" and the "Annual Notice for Prevention of Lead Based Paint Hazard" notice; a disclosure notice about what is known about the presence of lead. These documents **MUST BE SIGNED BY PURCHASER** to show that you have fulfilled your obligations under the law.

The completed form **MUST BE RETURNED** to this office with the Waiver of Right of First Refusal.

Sincerely,

The Parkchester North Condominium Management

**RULES AND REGULATIONS FOR THE
PARKCHESTER NORTH CONDOMINIUM**

Updated January 2009

Unit owners (and residents) are responsible for the acts of and the damages suffered and reasonable expenses of The Parkchester North Condominium relating to any claim arising from any act or neglect by them, members of their family, other household members, servants, employees, assignees, tenants, licensees, visitors, pets or those acting on their behalf (including movers, repairmen, painters, etc.).

Please note that it is the policy of The Parkchester North Condominium that unit owners are responsible for the acts of their tenants. The Board of Managers will review any appeal to an issued violation only with the unit owner (and not with the unit owner's tenant).

One. The sidewalks, entrances, passages, courts, public halls, elevators, vestibules, corridors and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the apartment units. Sitting or standing on the chains, fencing or rails is prohibited throughout The Parkchester North Condominium property. Congregating and blocking access to and from the Condominium buildings, including sitting at an entranceway, is also prohibited.

Two. No article shall be placed in any of the halls or on any of the staircases or fire tower or staircase landings, nor shall any fire exit be obstructed in any manner. Nothing shall be hung or shaken from the doors or windows or placed upon the window sills of any Building (i.e. flower boxes, satellite dishes, etc.). Personal property or decorative items are not permitted on the outside of apartment doors or windows (i.e. doormats, flower boxes, stickers, except for New York City Fire Department-issued "tot finder" stickers). For garbage disposal rules and regulations, see the attached Parkchester North Condominium Regulations for Garbage and Recyclables Disposal.

Three. No one is allowed to play in the public halls, elevator vestibules, stairways, fire towers or elevators, or any of the exterior landscaped areas.

Four. No public hall or elevator vestibule of any Building shall be decorated or furnished by any resident in any manner.

Five. Each resident shall keep his/her apartment unit in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, or windows thereof, any dirt or other substance.

Six. Shades, venetian blinds, curtains, and other window coverings must be of a neutral color (e.g., white, beige, bone, ecru, tan and other similar colors) or must be approved in writing by the Board of Managers, or the managing agent or the General Manager, which approval may be granted or refused in the sole discretion of the Board of Managers or the managing agent or the General Manager and no coverings with patterns visible from the building exterior may be used. Window guards shall be only those that have been approved by the Board of Managers and installed by authorized The Parkchester North Condominium staff.

Seven. No awning or radio or television aerial or satellite dish shall be attached to or hung from the exterior of any Building and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of any Building except such as shall have been approved in writing by the Board of Managers, which approval may be granted or refused in the sole discretion of the Board of Managers; nor shall anything be projected from any window of any Building without similar approval.

Eight. Washing machines and dryers are prohibited in The Parkchester North Condominium units. No ventilator, air conditioning unit, or other appliance shall be installed in any apartment unit without the prior written approval of the Board of Managers as to the type, location and manner of installation of such appliance, which approval may be granted or refused in the sole discretion of the Board of Managers. Installation of air conditioning units must be The Parkchester North Condominium-approved and installed by The Parkchester North Condominium building staff personnel only via an appointment scheduled via the service department. Renters must obtain written permission to install air conditioners from the unit owner. Each unit owner shall keep any such approved appliance which protrudes from the window of the apartment unit in good appearance and mechanical repair. No unit owner shall permit any such approved appliance to leak condensation, or to make any noise which may unreasonably disturb or interfere with the rights, comforts, or conveniences of any other occupant of the building. If any approved appliance which protrudes from the window of the apartment unit shall become rusty or discolored, the unit owner shall have it painted in a good and workmanlike manner in the standard color selected by the Board of Managers for the Building, and if the unit owner shall fail to keep such approved appliance in good order and repair and properly painted, the Board of Managers or the managing agent or the manager, in their discretion, may remove such appliance from the window charging the cost of removal to the unit owner, and the appliance shall not be replaced until it has been put in proper condition and only with the further written consent of the Board of Managers.

Nine. All radio, television, stereo, or other electrical equipment of any kind or nature installed or used in each apartment unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the unit owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such unit owner's apartment unit.

Ten. Bicycle riding is prohibited anywhere on The Parkchester North Condominium property other than on the public streets. Bicyclists must dismount their bicycle prior to entering the property. No baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public halls, passageways, courts or other public areas of any Building.

Eleven. No resident shall make or permit any disturbing noises in any Building or do or permit anything to be done therein that will interfere with the rights, comforts or convenience of other residents. No resident shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a stereo, CD or DVD player, radio, computer, game devices, television set, or other loudspeaker in such owner's apartment unit at any time if the same shall at any time prevent the quiet enjoyment of the Building or the units by other occupants, and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of ten (10:00) P.M. and the following nine (9:00) A.M.

Twelve. No dogs are allowed in The Parkchester North Condominium Buildings or property. No other animals shall be permitted, kept or harbored in any Building unless the same in each instance be expressly permitted in writing by the Board of Managers, and such consent, if given, shall be revocable by the Board of Managers in their sole discretion, at any time. Any permitted animal must be carried into and out of the Building inside an enclosed pet carrier that prevents the animal from potentially negatively affecting other residents.

Thirteen. Supplies, goods and packages of every kind are to be delivered to apartment units only through the front entrance of the Building.

Fourteen. Garbage and recyclables must be disposed of properly. No refuse from the apartment units shall be sent to the basement of any Building except at such times and in such manner as the Board of Managers or the managing agent or the General Manager may direct. For information on proper garbage and recyclables disposal, see the attached Parkchester North Regulations for Garbage and Recyclables Disposal.

Fifteen. Toilets, sinks, tubs, and other water apparatus in the Buildings shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags, or any other article be thrown into the same. Any damage resulting from misuse of any toilets, sinks, tubs, or other apparatus in an apartment unit shall be repaired and paid for by the owner of such apartment unit.

Sixteen. No occupant of the Buildings shall engage any employee of the Condominium or of the managing agent in any private business.

Seventeen. The agents of the Board of Managers or the managing agent, and any contractor or workman authorized by the Board of Managers or the managing agent or the General Manager, may enter any room or apartment unit in the Buildings at any reasonable hour of the day for the purpose of inspecting such apartment unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin insects or pests.

Eighteen. Cooking shall only be performed in the kitchen of the apartment and no cooking of an unusual nature for a residential apartment or which is likely to disturb, annoy or endanger building residents, shall be permitted in any apartment not especially equipped (with the consent of the Board of Managers) therefore (i.e., equipped with proper ventilation, safety mechanisms, odor reducing measures as reasonably necessary). Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

Nineteen. Unit owners or their tenants may not change the bottom lock cylinder, as the bottom lock is the property of The Parkchester North Condominium. A second lock cylinder may be added or changed but all unit door keys must be filed with the Management Office.

Twenty. No vehicle belonging to a unit owner or to a member of the family or guest, tenant or employee of a unit owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from any Building by another vehicle. For further rules and regulations on parking, see the attached Parkchester North Parking Rules and Regulations.

Twenty-One. The Board of Managers or the managing agent or the General Manager may from time to time curtail or relocate any space devoted to storage or service purposes in the basement of any Building.

Twenty-Two. Complaints regarding the service to any Building shall be made in writing to the Board of Managers or the managing agent or to the General Manager.

Twenty-Three. Any consent or approval given under these rules and regulations may be added to, amended or repealed at any time by resolution of the Board of Managers.

Twenty-Four. No one shall be permitted at anytime or for any reason whatsoever to enter upon or attempt to enter upon the roof of any Building, except Condominium employees or contractors retained by the Condominium on official business, or in the case of fire where safe egress from the building can be made only via the stairwell of the adjacent building.

Twenty-Five. Residents shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their apartment units.

Twenty-Six. No one shall at any time bring into or keep in any apartment unit any flammable, combustible or explosive fluid, material, chemical or substance.

Twenty-Seven. If any key or keys are entrusted by a resident or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of the Board of Managers or of the managing agent, whether for such resident's apartment unit or an automobile, trunk or other item of personal property, the Board of Managers nor the managing agent nor the manager shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

Twenty-Eight. Any resident 18 years of age or older must be registered with The Parkchester North Condominium.

Twenty-Nine. All of The Parkchester North Condominium units must have coverage of 80% of the floors with rugs and/or carpeting with the exception of the kitchen and bathroom(s).

Thirty. A permit is required for moving in and moving out of any apartment. The permit must be properly displayed. Moving hours are 9:00 a.m. through 6:00 p.m., Monday through Saturday; and 12:00 noon through 5:00 p.m. on Sundays. There are no move-ins or move-outs permitted on national U.S. holidays.

Thirty-One. No feeding of wildlife is permitted on The Parkchester North Condominium property.

Thirty-Two. Unit Owners may lease their apartment only with the prior written consent of the Board of Managers.

Thirty-Three. Unit Owners may renew a lease for their apartment only with the prior written consent of the Board of Managers.

Thirty-Four. Smoking is prohibited in any Building common areas, i.e. stairwells, lobbies, elevators and basements. Smokers must stand at least 10' away from the front or rear Building doors when smoking outside.

**FAILURE TO COMPLY WITH THESE RULES AND REGULATIONS
MAY RESULT IN THE UNIT OWNER RECEIVING AN
IN-HOUSE VIOLATION AND/OR A CITY REGULATION SUMMONS.**

THESE RULES ARE SUBJECT TO CHANGE

DATE _____

**SELLER AND/OR-PUCHASER ACKNOWLEDGEMENTS OF THE GENERAL RULES
AND REGULATIONS OF THE PARKCHESTER NORTH CONDOMINIUM**

I HAVE HEREBY RECEIVED AND READ A COPY OF THE RULES AND REGULATIONS
OF THE PARKCHESTER NORTH CONDOMINIUM; I AGREE TO ABIDE BY SUCH
RULES THAT ARE IMPOSED BY THE CONDOMINIUM.

PRINT NAME (SELLER)

SIGNATURE (SELLER)

DATE

PRINT NAME (PURCHASER)

SIGNATURE (PURCHASER)

DATE

The Parkchester North Condominium

1970 East Tremont Avenue

Bronx, New York 10462

Office # (917) 634-5200

Fax # (718) 597-4758

February 2, 2009

Dear Owners and Residents:

Thank you for choosing the Parkchester North Condominium community as your business or home.

Please find attached an updated version of the Rules, Regulations, and General Policies of the Parkchester North Condominium. These guidelines were developed to provide for your comfort and that of your neighbors, and to protect the investment of the owners. We are committed to keeping the Parkchester North Condominium a safe and desirable community where we can all live in harmony and prosperity.

We encourage you to familiarize yourself with these rules and to review them with friends or family who reside with you. We would also like to advise you that you are responsible for the actions of your guests. These rules will be strictly enforced.

Parkchester North Condominium reserves the right to change, adapt, or expand these rules, regulations and policies. You will receive written notice before any new rule goes into effect.

The Parkchester North Condominium Rules and Regulations are, like all rules between good neighbors, based on courtesy and respect. These rules help to maintain the proper operation and appearance of the property, and provide you and your fellow residents with the enjoyment and convenience that you expect in your home community. We hope that you feel that compliance with these policies will accomplish our mutual objectives.

As always, your questions and comments are valued and welcomed. Please feel free to contact the Management office or The Board of Managers at the address and phone number listed on the above letterhead.

Respectfully submitted,



William J. Bute

1st Vice President

Board of Managers

Parkchester North Condominium

The Parkchester North Condominium

1970 East Tremont Avenue,

Bronx, New York 10462

Telephone: (917) 634-5200 Fax: (718) 379-3901, (718) 597-4758

MEMORANDUM

TO: All Unit Owners
The Parkchester North Condominium

FROM: Chuck Tucci, General Manager

RE: Tax Abatement

DATE: January 28, 2014

Adjustment (Decrease) for Real Estate Taxes

The completion of the renovation work started in 2003, entitles all Unit Owners to reductions in their respective real estate taxes under the NYC J51 tax abatement program in addition to those provided under the Phase I proposal. As a result, individual Unit Owner's real estate taxes will be fully or partially abated. Furthermore, Unit Owners will be exempt from increased real estate tax assessments, as a result of the renovation work for a period of 34 years.

For a detailed report on your unit please refer to the website provided below. You will need to know your BLOCK and LOT numbers for this website.

Refer to Code 73 (reduction of taxes)

<http://nycprop.nyc.gov/nycproperty/nynav/jsp/selectbbl.jsp>

For a complete summary of your unit (s) remaining abatement balance please visit:

<http://webapps.nyc.gov:8084/cics/cwba/dfiwbfta/abhc>

Updated on April 29, 2013

Parkchester North Condominium
Regulations for Garbage and Recyclables Disposal
Update November 2018

Below are the regulations for disposing of garbage properly—everyone's cooperation and consideration are needed to enforce these guidelines. We can assure a cleaner and healthier condominium for all who reside here. If you have any questions regarding these guidelines, please call the management office for clarification and assistance.

Please note: your porter cannot give you any permission to do other than what is written below.

NON-RECYCLABLE GARBAGE

1. Garbage that is not recyclable must be discarded properly down the compactor chute. If you live on a terrace or main-level floor that does not have a basement below it, you must go to the floor above to use the compactor chute.
2. Large bags filled with garbage do not fit down the chute; please use small bags like the ones you receive from the grocery store.
3. Do not slam the chute door in attempt to force garbage bags down. There is an apartment adjacent to each garbage chute and the noise created by slamming is disruptive to the residents who live there.
4. Do not leave large bags stuck in the chute door. Push the garbage bags until it is completely clear of the chute door and is free to fall down the chute.

RECYCLABLE ITEMS

There are containers located in all Drives. Please place your recyclables in the containers "Big Bellies" located on the private Drives near your building. Containers are located on Elm Drive, Red Oak Drive, Pine Drive, Hawthorne Drive and Dogwood Drive.

Recyclable items that contain food (cans, milk and juice containers, soda cans and bottles, etc.), must be completely rinsed. Pizza boxes and other items that have cheese or other food stuck to them are considered **NON RECYCLABLE** and must be treated as garbage. Fold pizza boxes and discard them down the chute.

BULK GARBAGE STATIONS

No refuse of any kind is allowed in the common areas (i.e. stairwells, hallways, basements, elevators, front stairs, outside the buildings, etc.) If you have an article that is too big to fit down the garbage chute, you must dispose of it in the bulk garbage stations, which are open from **7:00 a.m. to 3:30 p.m. daily**. There are (4) four bulk garbage stations located in the ground or basement floors of the buildings below:

**1501 Metropolitan Avenue,
1594 Unionport Road,
2100 East Tremont Avenue,
1705 Purdy Street**

If your item is too large for you to carry, (such as mattresses, chairs, dressers, etc.), please call the Service Department (718) 518-1000 to arrange for assistance. They will arrange for you to get help with the item(s) between the hours of 9:00 am to 5:00 pm. Please note also that this is subject to a surcharge.

Remember: Discard garbage often to discourage the presence of roaches and rodents in your apartment and in your building.

THE PARKCHESTER NORTH CONDOMINIUM ("PNC") POLICY ON SMOKING FOR RESIDENTIAL BUILDING

Building/Property Address: _____ Bronx, NY 10462

New York City requires residential building owners (referred to in this policy as the "Owner/Manager," which includes the owner of record, seller, manager, landlord, any agent thereof or governing body) in buildings with three or more residential units to create a policy on smoking and share it with all tenants. The building policy on smoking applies to any person on the property, including guests.

Definitions:

- a. **Smoking:** inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe or hookah, herbal cigarette, non-tobacco smoking product (e.g., marijuana or non-tobacco shisha), or any similar form of lighted object or device designed for people to use to inhale smoke.
- b. **Electronic Cigarette (e-cigarette):** a battery-operated device that heats a liquid, gel, herb or other substance and produces vapor for people to inhale.

Smoke-Free Air Act:

New York City law prohibits smoking and using e-cigarettes of any kind in indoor common areas, including but not limited to, lobbies, hallways, stairwells, mailrooms, storage areas, garages and laundry rooms in any building with three or more residential units. NYC Admin. Code, § 17-505.

Policy on Smoking:

The Smoke-Free Air Act bans smoking tobacco or non-tobacco products and using e-cigarettes in indoor common areas including stairwells.

PNC prohibits Smoking in the locations listed below:

- o Outside of areas that are part of residential units, including terraces
- o Outdoor common areas, including play areas, rooftops, parking areas, and terraces
- o Outdoors within 15 feet of entrances, exits, windows, and air intake units on property grounds

Smoking is currently permitted in the apartments.

Complaint Procedure:

Complaints about smoke drifting into a residential unit or common areas should be made promptly to The Parkchester North Condominium Management Office located at 1970 East Tremont Avenue, Bronx, NY 10462.

Complaints should be made in writing and should be as specific as possible, including the date, approximate time and location to where smoke was observed, building address, and description of incident and apparent source of smoke.

Acknowledgment and Signatures:

I have read the policy on smoking described above, and I understand the policy applies to the property. I agree to comply with the policy described above.

For rental units, I understand that violating the smoking policy may be a violation of my lease. For condominiums or other owned units, I understand that violations of the policy on smoking may be addressed according to the building's governing rules.

Owner/Manager's printed name: _____

Owner/Manager's Signature: _____

Date: _____

Tenant's printed name: _____

Tenant's signature: _____

Date: _____



The Parkchester North Condominium

1970 East Tremont Avenue

Bronx, NY 10462

Office (917) 634-5200

reception@parkchesternorth.com

2023 PARKING STICKERS

TO: Unit Owners
Residents of Parkchester North Condominium

FROM: Michael Torres, General Manager

RE: Parking Stickers

DATE: October 13, 2022

Applications for the 2023 non-refundable parking stickers are now available. You can pick up an application at the Parkchester North Condominium Management office Monday through Friday from 8:45 am to 4:45 pm. Applications may also be requested via the above email address.

Applications must be submitted with the following documents:

- \$165.00 money order or certified bank check payable to
Parkchester North Condominium
- Driver license
- Vehicle registration
- Vehicle insurance

All of the above items must be permanent with valid dates, have the same resident's name on each and include the resident's current Parkchester North Condominium address - **no exceptions**. Applications will not be processed if a document is missing.

In addition, owners' common charge balances must be up to date and leases must be current.

Documents may be dropped off in the secured box outside the Parkchester North Condominium Management office.

Applicants will be contacted when parking sticker is available for pick up.



The Parkchester North Condominium

1970 East Tremont Avenue
Bronx, NY 10462
Office (917) 634-5200
reception@parkchesternorth.com

Rules and regulations

- One parking sticker per household – **no exceptions**.
- Common charges must be up-to-date and reflect a zero balance.
- Leases must be up to date; if expired, application will be denied.
- Resident must be registered in the unit, if not, application will be denied.
- Vehicles are permitted to park temporarily out of stall (not in the fire zone) with flashers on for 20 minutes or less.
- Vehicles cannot remain parked in a stall for longer than 10 days.
- Vehicles cannot park beyond the yellow gates or within fire zones.
- Parking stickers are only valid for the vehicles they are issued to.
- If any information changes regarding the vehicle, contact Sonia Seda at sseda@parkchesternorth.com.
- In the event you change vehicles, you must return the old vehicle's parking sticker to avoid a \$25.00 fee – **there are no exceptions**.
- Transferring stickers to another vehicle will result in towing the vehicle at the owner's expense.
- Vehicles must fit into the stall's dimensions of 21 ft x 8 ft 10 in. If vehicle does not fit, it will be towed at the owner's expense, in addition, parking sticker will be voided and revoked.
- All vehicles must display a valid NYS vehicle registration, inspection sticker and the PNC parking sticker.
- Vehicles with expired inspection stickers will be given a one (1) month grace period to obtain a new inspection sticker. For example, if the inspection sticker expires January 2023, the vehicle owner has until February 1, 2023 to correct the condition, otherwise the vehicle will be towed at the owner's expense.
- Taxis, limousines and commercial vehicles are not eligible for parking stickers.

Parkchester North Condominium (PNC) residents can park at the following locations:

Dogwood Drive
Elm Drive
Hawthorne Drive
Laurel Drive
Pine Drive
Red Oak Drive

Parking rules and regulations are enforced daily
Violators will be towed at their own expense

Should you have any questions, please contact Sonia Seda at sseda@parkchesternorth.com.

Michael Torres, General Manager
Parkchester North Condominium



The Parkchester North Condominium

1970 East Tremont Avenue

Bronx, NY 10462

Office (917) 634-5200

reception@parkchesternorth.com

2023 PARKING STICKER APPLICATION

First Name _____ Last name _____

Address _____ Unit # _____

Home number _____ Cell _____

Emergency contact _____

Emergency contact phone number _____

New York State Driver License _____

Vehicle Information – fill in every box

Year	Make	Model	Color	Plate

Sticker Number

The annual parking sticker is \$165.00 - money order or certified bank check only.

Only registered residents with a vehicle with the same address will be considered for a parking sticker. Approved applicants are not guaranteed a parking spot – it is 'first come, first serve' only in any one of the six Parkchester North Condominium drives. The parking sticker authorizes you to park in any of the designated spaces at the drives.

The parking stickers have adhesive on the front. Applying scotch tape or any other means to hold the sticker in place is considered improper resulting in voiding parking privileges. All vehicles parked in the drives must display a valid registration and inspection stickers on the windshield. Parking is not permitted in a stall for more than ten (10) days.

STICKERS CANNOT BE TRANSFERRED TO ANOTHER VEHICLE

Failure to comply with any of the above regulations shall cause the vehicle to be towed at owner's expense.

I have read the above rules and will cooperate.

Signature _____ Date _____