

6035 BROADWAY OWNERS CORP. SALES REQUIRMENTS FOR BOARD APPROVAL

| Application for purchase of | shares of common stock for the right of |
|--|---|
| Name of seller: | |
| Name(s) of purchaser: (Couples must fill out information for b stock certificate.) | both names; even if only one is to be listed on the |
| Whose name(s) will be listed on the sto | ock certificate? |
| Social Security Number(s): | |
| Current Address: | |
| Period of time you have lived at the abo | ove address: If less than five years, list |
| prior address and period: | |
| Current monthly rent/mortgage: | Maintenance/Common Charges: |
| Home phone: | Daytime Phone: |
| Occupation: | / |
| Employer's name: | / |
| Address: | |
| Phone: | / |
| Name of Business: | / |
| Period of Employment: | / |

If at current employer less than 5 years list: prior employer's name, phone number, length of employment & salary Position: /

| 1 Obition. | / | | |
|---|--------------|----|--|
| Who will live in the apartment? Adults (names and relationship) | | | |
| Children (Names and ages) | | | |
| List pets by type, breed, and number of | | | |
| Cost of stock implied for: | | \$ | |
| Down payment: | | \$ | |
| Amount to be financed: | | \$ | |
| Monthly payment for financing | g: | \$ | |
| Monthly maintenance for apt. | applied for: | \$ | |
| How are you making the down payme | ent? | | |
| From Current assets (specify v | vhich) | | |
| Borrowing Money (specify fro | om whom) | | |
| ANNUAL INCOME | | | |
| Salary or earnings from employment: (if two salaries list separately by name, do not include bonuses) | \$ | \$ | |
| Bonuses | \$ | \$ | |
| Interest/Dividends | \$ | \$ | |
| Income from other sources (specify) | \$ | \$ | |

TOTAL ANNUAL INCOME

\$_____\$____

Assets:

(list all assets as of the last day of the month immediately preceding the date of the application. List only the total in each category, put names of individual banks, institutions, etc.). Please provide three (3) months of statements from each institution listed below and for each account (including cancelled checks) to support the application.

| SAVINGS (Cash or eq Bank, Money Market, e | | Acct. # | \$ | 5 |
|--|---|-----------------------------------|----------------|----------------|
| CHECKING ACCOUN Banks(s) | | Acct. # | \$ | 5 |
| STOCKS, BONDS, NO Name(s) | | Acct. # | \$ | 5 |
| RETIREMENT & PEN Name | | | \$ | § |
| REAL ESTATE (list estimated current r \$ Type (house, etc.) | - | right and spec Market Value | Amt. | Monthly |
| Other assets (if a busine \$ | - | tement or tax r | eturn to suppo | ort valuation) |

Are you planning to sell any of the above listed real estate in order to purchase this coop? _____

If yes, list and describe status of sale. Include contract of sale if you already have one.

LIABILITIES

| boats, o | a have any outstanding loans on auto, or any other vehicles? What are the | | |
|----------------------|--|----------------------------|----|
| total m payme | onthly payments including lease nts? | \$ | \$ |
| Mainte | nance/Rent | \$ | \$ |
| Credit | Card Balances | \$ | \$ |
| | secured loans are your monthly payments? | \$ | \$ |
| Studen | t Loans? Describe | \$ | \$ |
| and aut | d Loans other than real estate to loans. What are your monthly nts for each loan? | \$ | \$ |
| Other 1 | iabilities (specify) | \$ | |
| 1. 2. 3. 4. | Have you declared bankruptcy in the last 7 years? Are you currently a party to a lawsuit? Are you obligated to pay alimony, child support o Separate maintenance? If yes, state the amount pa monthly. If alimony or child support, how long at to pay? | r id e you obligated | |
| 5. 6. | Do you or any member of your family have diplor Are you currently contributing to the support of el parents or relatives? If yes, state the amount paid to | derly | |
| 7. | Have you been convicted of any crime other than If so, explain for what offense and date of offense | a misdemeanor? | |
| | | | |
| | | | |

Carefully read and sign below:

The undersigned herby submit(s) this application for consent to purchase the shares of stock appurtenant to the above listed Apartment and to the transfer of sold shares and proprietary Lease. I/We understand that the proposed purchase cannot be consummated without the consent of the Board of Directors and agree that:

- 1. Pursuant to authority granted to the Proprietary Lease and by-laws of the Apartment Corporation, the Board of Directors will use this application to obtain background information regarding proposed purchasers of the Corporation's stock. I/We authorize the Board, its agents, and representatives, to contact any person identified in this application, including employers, financial institutions, landlords, educational institutions, references, or others, to obtain additional information concerning this application.
- 2. The Board of Directors may require additional information and will require that the applicant(s) appear for a personal interview. Other persons who will reside in the apartment will also be required to appear at this interview. If you have a dog(s) as part of your household you must bring your dog(s) to the interview.
- 3. The information supplied on or pursuant to this application is essential to the Board in order for it to maintain the quality of life in the building and to be sure that the requirements of the proprietary lease and the rules and regulations of the cooperative be observed.
- 4. Falsification of any of information supplied, or omission of material information may result in denial of consent, or in revocation of prior consent, by the Board of Directors and in termination of the applicant's Proprietary Lease.
- 5. I/We have read the Proprietary Lease, House Rules, Resident's Manual and Pet Policy which govern the occupancy of the Apartment and agree to abide by the same.
- 6. The Apartment is being acquired in "as is" conditions (except as the Contract may contain obligations between the Seller and the Purchaser concerning repairs, charges or improvements to the Apartment.) The Apartment Corporation, its agents, and representatives, shall have no liability with respect to any action or omission of the Seller in connection with the contract of sale annexed to this Application.
- 7. The Apartment Corporation, its agents and representatives, has/have no obligation to install any fixtures or equipment in the apartment, or to make any repairs, or to abate or repair any condition involving lead paint or asbestos, and make(s) no representation with respect to any matter or thing relating to the purchase of the Apartment, including the value of same, nor any representation concerning the financial condition of the Apartment Corporation, nor any representation concerning the physical and legal condition of the Building or the Apartment except as set forth below, as expressly required by 24 C.R.R. Part 35 Subpart H. with respect to lead-based paint and/or lead-based paint hazards.
- 8. I/We herby certify that prior to executing the contract of sale, the seller provided us with information with respect to lead-based paint and/or lead-based paint hazards which the federal regulations require. I/We am/are satisfied with the condition of the Building and the Apartment and waive any further right or opportunity to conduct any further inspection of the Apartment and the Building of the presence of lead based paint.

If this application is accepted, I/We will not, without written prior consent of the Board of Directors:

- Pledge or create a security interest in the shares and Proprietary Lease for the Apartment;
- Sublease the apartment;
- Permit any person to reside in the Apartment who is not authorized by the Proprietary Lease to so reside;
- Use the Apartment for other than residential purposes;
- Violate any provision of the Proprietary Lease, House Rules, Resident's Manual, Pet Policy, Sublet Policy or by-laws.

I/We certify that the information contained in or attached to this application is true and complete.

Applicant: _____

Date: _____

Co-Applicant (if any): _____

Date: _____

CREDIT REPORT RELEASE

I hereby authorize Goodman Management Company to obtain a consumer report, and any other information it deems necessary, for the purpose of evaluating my application. I understand that such information may include, but not limited to, credit history, civil and criminal information, records and/or other necessary information.

I hereby expressly release Goodman Management Company and any procurer or furnisher of information from any liability whatsoever in the use, procurement, or furnishing of such local, state and/or federal government agencies, including with limitation, various law enforcement agencies.

Your date of birth is required by our credit report company to run a full credit report.

| Signed | S.S. # |
|--------|----------------|
| | Date of Birth: |
| | Today's Date |
| Signed | S.S. # |
| | Date of Birth |
| | Today's Date |



Please return this application along with the following to:

Goodman Management Company Inc. 5683 Riverdale Avenue Suite 203 Riverdale, NY 10471 (718) 796- 5022

- 1. Last two (2) years complete Federal Tax returns, including W-2 and all schedules for each applicant.
- 2. Copy of executed sales contract and mortgage commitment letter. If subleasing, provide a copy of the Sublease Agreement.
- 3. Two (2) personal reference letters with name, address, telephone number of referring party.
- 4. Three (3) bank statements with <u>all cancelled checks for each applicant</u>. (both sides of check)
- 5. Last six (6) months of cancelled checks (both sides of checks) evidencing rent or mortgage/maintenance payments.
- 6. Letter from employer stating salary and length of employment and last six (6) pay statements.
- 7. Appraisal Report
- 8. Check payable to Goodman Management Co., Inc. in the amount of \$450.00 for the nonrefundable Application fee. (CERTIFIED CHECK/MONEY ORDER)
- 9. Check payable to 6035 Broadway Owners Corp. in the amount of \$500.00 for the non-refundable Administrative fee. (CERTIFIED CHECK/MONEY ORDER)
- 10. Aztech Forms should be sent directly to the Closing Agent; Attn: Ronald Sher Himmelfarb & Sher, LLP. – One North Broadway, Suite 800, White Plains, New York 10601.

Moving is allowed between the hours of 9 am and 5 pm, Monday through Friday. There is a refundable moving fee of \$500.00, which is deposited, due at closing. In the event that the move takes place outside the allotted hours or if there is any damage to the common areas of the building, the fee will be non-refundable. The Superintendent and Managing Agent must be notified one (1) week prior to move.

The Board requires at least two weeks after receiving the complete package and any additional documents requested by the board, to set an interview date.

*PLEASE PROVIDE ONE (1) ORIGINAL AND SEVEN (7) COPIES, TOTAL OF (8)

HOUSE RULES

THE FIELDSTON 6035 BROADWAY RIVERDALE, NEW YORK (Revised: Feb. 2011)

The following is an update of the House Rules prepared by the Board of Directors of the 6035 Broadway Owners Corp. For the purpose of this document, the Lessor is defined as the 6035 Broadway Owners Corp. and the Lessee is defined as a shareholder in the Corporation. In the event a shareholder subleases to a tenant, the Lessee is responsible for adherence to these House Rules by their tenants.

- 1. The public halls, elevators, and stairways of the building may not be obstructed, decorated or used for any purpose other than entering or exiting from the apartments in the building. The fire escapes and outer windowsills cannot be obstructed in any way.
- 2. Residents and their guests cannot play in the public halls, stairways, fire escapes, elevators, parking lots or on the grounds of the building. If damage is caused by a resident or guest the repair will be the responsibility of the resident.
- 3. No one is permitted on the roof unless authorized by the managing agent.
- 4. No lessee 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 Lessees or tenants at any time. During all hours, consideration of neighbors must always be a guide for maintaining reasonable noise levels. Construction or repair work or other installation involving noise shall be conducted in an apartment only between the hours of 9:00 A.M. and 5:00 P.M. No Lessee or tenant shall play or permit the playing of any musical instrument, radio, television, phonograph, tape or CD player, etc. between 11:00 P.M. and 10:00 A.M. if it disturbs or annoys other occupants of the building.
- 5. No items including, but not limited to, awnings, window air conditioning units (except where noted below), ventilators, or antennas are permitted which project outside a window or are attached to the exterior of the building. Air conditioning units are to be of the type suitable for installation in the existing wall sleeves. In rooms where wall sleeves do not exist: window air conditioning units will be permitted upon submission of a written request to the managing agent and written approval of the same. Window units, if approved, are to be installed in a safe and secure manner in accordance with building code requirements.
- 6. No sign, notice, advertisement or illumination may be installed on or at any window,

door or common area of the building, without the written approval of the managing agent, except approved fire department decals.

- 7. The first floor service entrance and north elevator must be used for the following:
 - a) Delivery (except take-out food) and trades people.
 - b) Furniture, trunks, heavy baggage, bicycles, strollers, shopping carts, etc.
 - c) Pets
 - d) All moves
- 8. Garbage and refuse shall be disposed of only at such times and in such a manner as the Superintendent or Managing Agent of the building may direct. All occupants must sort and properly dispose of all materials required to be recycled in the refuse area on first floor behind the B side stairs, near the boiler room, in accordance with the posted requirements.
- 9. The following rules must be observed regarding the compactor refuse chute rooms on each floor:
 - a. All garbage must be securely wrapped or bagged so it does not leak and will fit easily in the chute.
 - b. No garbage of any kind may be left in these rooms.
 - c. Materials such as aerosol cans, bottles, wire hangers, clothing, vacuum bags, paint cans and combustibles of any kind may block the chute or adversely affect the compactors. These materials must be brought down to the first floor refuse area for disposal.
- 10. Bathroom (toilets) and other water apparatus in the building shall not be used for any purpose other than those for which they were constructed. The cost of repairing any damage from misuse shall be the responsibility of the Lessee in whose apartment the item is installed.
- 11. Work request forms for work within an apartment must be submitted to the Superintendent with a copy to the Managing Agent. Forms are to be deposited in the boxes on the Superintendent's door. Forms can be requested from the doorman or Superintendent.
- 12. A Lessee may not request any Coop employee to perform any private tasks during their regular work hours.
- 13. Pets are permitted in the building in accordance with the Coop Pet Policy which requires a written request subject to the approval of the Coop Board, compliance with the pet guidelines and the annual submission of a registration form to the Managing Agent by May 31st of each year.

- 14. Vehicles belonging to a Lessee, family member or guest, subtenant or employee of a Lessee may not park in a manner, which impedes or prevents ready access to the Building's parking lots or parking space.
- 15. The Lessee must abide by the requirements of parking rental agreements. Requests for parking spaces must be made through the managing agent. Illegally parked cars will be towed at the owner's expense. All lower parking lot users are required to keep the parking lot gate locked at all times except when entering or exiting the lot. The exception to this is during periods of ice and snow where access is required to permit snow removal or salting.
- 16. The Lessee shall use the available building laundry facilities only upon such days and during such hours as designated by the managing agent. Laundry facility users must exercise good housekeeping practices and cleanup after themselves.
- 17. Lessees are not permitted to install or operate washing machines, dryers or garbage disposals in their apartments. The installation of a dishwasher is subject to the approval of the Lessor and managing agent. A written request must be submitted to the Managing Agent for consideration and approved by the Board of Directors.
- 18. The Lessor shall have the right to curtail or relocate any space devoted to storage or laundry purposes.
- 19. The floors of each apartment must be covered with rugs or carpeting to effectively reduce noise transfer. At least 80% of the floor of each room is to be covered with the exception of kitchens, bathrooms and closets.
- 20. The Lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee during 10 days after notice in writing from the Lessor or managing agent to clean the windows, such cleaning may be done by the Lessor, which shall have the right to enter the apartment for that purpose and to charge the cost for such cleaning to the Lessee.
- 21. Those Lessees with fenced outdoor patios shall keep these areas neat and maintained. In case of refusal or neglect of the Lessee within 10 days after notice in writing from the Lessor or Managing Agent to make the necessary improvements, the Lessor may permanently remove the entire patio and charge the cost for same to the Lessee.
- 22. The Lessee must request in writing an approval from the managing agent prior to performing any interior renovation to any apartment such as painting, electrical and plumbing work, construction or demolition of walls, replacement

of kitchen and bathroom facilities or cabinets. Licensed tradesmen must perform plumbing and electrical work. Appropriate licenses, insurance and bonding must be submitted to managing agent before work commences.

- 23. In event of a building emergency, the superintendent and/or managing agent are to be notified as soon as possible.
- 24. Lost and found procedures shall consist of submitting found items to the superintendent who will notify the managing agent. Persons who have lost items should contact the managing agent. When the superintendent is not available, items may be submitted to the doorman.
- 25. Rentable storage bins are located in the 2nd floor storage room. Requests to rent available bins must be made to the managing agent. The storage room is locked when it is not in use and bin renters are provided with a key. Renters must provide a lock on their bins at the time of rental. The Corporation is not responsible for lost, stolen or damaged property.
- 26. The following must be observed in regard to the moving in or out of the building. The managing agent must be notified by the Lessee, the move scheduled, and a damage deposit of \$500.00 provided which will be returned if no damage is caused. The moving in or out of an apartment is limited between the hours of 9:00 A.M. and 5:00 P.M. on weekdays only. In the event that damage in excess of \$500.00 is caused, the entire cost to repair damage to any part of the building resulting from the move shall be the responsibility of the Lessee. The move is limited to the use of the first floor side entrance and north elevator. Any move taking place outside of the allowed hours will result in the forfeiture of the deposit. All checks or money orders are cashed and reissued by management if there is no breach of these conditions.
- 27. The Bed Bug Policy must be strictly adhered to when moving in or out of the building as well as when disposing of a bed mattress.
- 28. Lessees requiring pest extermination are to sign up on sheet posted at the doorman's desk.
- 29. Window guards are required for units with children under eleven years of age; they are available upon request from the Lessee. You may also request window guards if you do not have children under eleven. See page 22 of the Resident's Manual for complete rules and regulations.
- 30. The Lessee must provide a working smoke and carbon dioxide in their apartments.
- 31. All fire escapes must be kept clear at all times, in order to maintain clear emergency access. Any fines given to the corporation by any government agency will be the resident's responsibility to pay.

- 32. Outdoor barbecuing is not permitted.
- 33. All pets must use the north elevator and exit from the north exit on the first floor only. The third (3^{rd}) floor entry and exit is prohibited.
- 34. All residents must inform the superintendent, porter or doorman immediately if something spills on the carpet and/or tile flooring. If no one is available at the time, please soak up the spill on carpet with a towel and leave a note for the superintendent where the spill occurred and what exactly was spilled so that the proper cleaning agent is utilized. If on a tile floor, please take care to clean up the spill so that no one slips and gets injured.
- 35. Any consent or approval given under these House Rules shall be revocable by the Lessor at any time.

These rules may be amended or modified from time to time by the Board of Directors

BED BUG POLICY AND PROCEDURE

Policy: It is our policy to maintain a bedbug free building by preventing bedbugs from entering during a change of occupancy by requiring bedbug inspections of apartments being sold/purchased or sub-let. The following procedure is required of sellers, purchasers and sub-letting parties.

Procedure:

- 1. Within five (5) days of moving out, the seller (or resident) will schedule a bedbug inspection of the apartment by the building's exterminator with the Managing agent at the seller's expense.
- 2. The Purchaser (or new resident) must also schedule a bedbug inspection with the Managing Agent to take place within five (5) days of moving into the building at the purchaser's expense.
- 3. The extermination fees will be collected at the time of the closing for re-sales; for sublets these fees must be submitted with the application.
- 4. Any extermination required will be charged back to the purchaser, seller or sub-letter.

Additional information on preventing and getting rid of bed bugs safely is available at: nyc.gov/health or by calling 311.

6035 BROADWAY OWNERS CORP. February 2011 PET POLICY

PET REGISTRATION FORM Due Date: May 15th every year

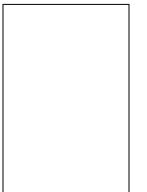
IN WITNESS WHEREOF, by executing this Policy, the Shareholder accepts and assumes the responsibility for compliance with the Pet Policy and agrees to fully comply with all the provisions set forth hereinabove.

DATE: _____, 20____

| OWNER'S NAME: | APARTMENT |
|---------------|-----------|
| TYPE OF PET: | BREED |
| PETS NAME: | AGE: |

- For dogs, attach copy of license and current vaccinations/record.
- For cats, attach a copy of current vaccinations.
- For other animals if vaccinations are required, attach a copy of the current vaccination documentation for all dogs, cats or other service animals.

CURRENT PET PHOTO



Acknowledgements: Shareholder

STATE OF NEW YORK COUNTY OF BRONX

On the ______ day of, ______, 20____ before me, the undersigned, a Notary Public In and for said state, personally appeared _______ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to within instrument and acknowledged to me that he/she/they executed the same in his/her/their expectiv(ica) and that he his/her/their signature(a) on the

capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Received by Agent for 6035 Broadway Owners Corporation Signature

Date

I hereby acknowledge receipt of the 6035 Broadway Owners Corp 2011 Pet Policy and that the Board of Directors reserves the right at any point in time to deem a pet unsuitable for residency in the building on the grounds of temperament or behavior.

Owner/Resident (Print Name)

Apartment

Owner/Resident (Signature)

Date

EOD – page 16 of 16

November 29, 2011



Notice to All Residents 6035 Broadway, Riverdale

Dear Resident,

Enclosed please find the amended Pet Policy as of November 2011 for all residents of 6035 Broadway, Riverdale NY who have pets.

Please take the time to read the amended Policy and we strongly encourage you to reacquaint yourself with the requirements. There have been several recent changes to the Pet Policy, such as for example: the requirement to neuter/spay of all dogs and cats; use of the 3^{rd} floor exit/entry with pets is now restricted; fines have been increased. Please note that the Pet Registration form must be updated and resubmitted annually.

Please sign the acknowledgement form on page 7 and return it to the Superintendent for delivery to Goodman Management Co., Inc. Finally, please submit the updated Pet Registration Form and all supporting documentation no later than January 15, 2012.

Thank you for your cooperation.

Sincerely Yours, Goodman Management Co., Inc.

By:

Donna Murrell, A/A/F 6035 Broadway Owners Corp

6035 BROADWAY OWNERS CORP. OCTOBER, 2011 PET POLICY

This amendment to the House Rule supersedes and replaces the Pet Policy of 6035 Broadway Owners Corp. dated June 2009. The purpose of this Pet Policy is to set forth the terms and conditions pursuant to which residents of 6035 Broadway may maintain house pets in their apartments.

It is recognized and understood that pets become part of the family. Like all residents of 6035 Broadway, pets and pet owners follow policies that help us live together in a peaceful, comfortable and safe way. It is also understood tht some residents of 6035 Broadway may be allergic or afraid of certain pets.

It is noted that having a pet in an apartment is a privilege and that pet owners will responsibly maintain and manage their pets in compliance with the pet policy. If a resident does not responsibly maintain his or her pet(s) or if the pet(s)is/are a nuisance and/or fails and/or refuses to act in compliance with the Pet Policy, as is maintained in the Proprietary Lease, the Board of Directors may revoke the privilege of having a pet

The rules set within this policy must be followed by all residents of the building.

PET POLICY: The undersigned Shareholder(s) hereby agrees to abide by, comply with and adhere to the Pet Policy, as set forth herein and/or as enacted by the 6035 BROADWAY OWNERS CORP., ("Corporation"), as revised from time to time, concerning the conduct, behavior and actions of the pet, in conjunction with owning, residency, occupancy, visitation, and/or maintenance of a pet at the property of the Corporation. All the references to the Shareholder shall include the Shareholder and/or its tenants, permitted lessees, members of his/her immediate family(ies), and or guests. visitors, invitees and licensees. All the provisions set forth herein or below shall be collectively referred to as the "Pet Policy". The Shareholder further agrees that pet(s) shall be specifically prohibited from violating the Pet Policy or otherwise disobeying, misbehaving or acting in an objectionable or improper manner or causing any undue disturbance, excessive noise or continuous barking or otherwise constituting a nuisance. Moreover, pet(s) shall be required to fully observe, behave and obey, as well as act in conformance with, compliance of and adherence to the Pet Policy and rules and regulations. In accordance with the foregoing, the Shareholder acknowledges that such conduct shall constitute a violation of the Pet Policy, as well as a material breach and substantial default under the Proprietary Lease.

<u>Rules & Regulations</u>: The Shareholder and pet owner shall be required to obtain in each instance, prior written consent and approval of the Corporation for having in residency any and all pets. The Shareholder is specifically prohibited from having in residency or bringing more than two (2) dogs and three (3) cats on the Corporation property, without prior written consent of the Corporation or otherwise permitting the pet to be on the property of the Corporation without a leash, no longer than six (6') feet and/or must carry

the pet in a caged carrier or cart. In addition, Shareholders must maintain and clean up after their pet(s), as necessary and/or required by the Corporation.

A. General Rules

- 1. No animals barred by Federal, New York State, or New York City law will be permitted in the building. No large (over nine (9) inches) or dangerous snakes will be permitted. No animals normally considered farm animals will be permitted.
- All pets must be registered with the Board of Directors through Goodman Management Co., Inc. A registration form is included in this package; extra forms may be obtained by calling or writing Goodman Management Co., Inc. Failure to comply will result in a written warning as a first step.
- 3. Any animal normally kept in a cage or in a tank that escapes from a Resident's apartment, may be banned and/or removed by the proper authorities.
- 4. All Shareholders or Residents who become residents of the corporation after the enactment of the May 2005 Pet Policy must comply by their closing date or signing of their lease. If compliance is not met, there will be no transfer of stock or lease signing until all conditions are met.
- B. Rules Pertaining to Dogs
 - 1. All dogs must have current vaccinations as required by New York City. Shareholders/residents must submit completed pet form(s) at time of application to become a Shareholder. The transfer of stock will not take place until such proof is provided.
 - 2. Dogs are to be kept in good health and neutered.
 - 3. The Board of Directors and Committee will not be held liable or responsible for pets that bite or attack building residents, staff or visitors, and they will not determine what constitutes a "bite" vs. "nip"- that is up to the person who is "bit" or "nipped." Any dog bites will be left up to the police if that is the action the bitten party chooses to take.
 - 4, A maximum of two (2) dogs will be permitted per apartment.
 - 5.. No dog(s) may be left unattended for more than 12 hours in an apartment.
 - 6.. All dog(s) must enter and exit the building through the side exit on the first (1st) floor only. Only the north elevator may be used in consideration of residents who are allergic to dogs or afraid of dogs.
 - 7. All dog(s) must be leashed, caged, or held when exiting the building. This includes all areas of the building's property or sidewalks. Please be considerate and courteous to your neighbors when entering and exiting the building by holding your dog back when you see or hear someone coming, who may be afraid of or allergic to dogs.

2

- 8. There will be no tolerance of excessive barking. New York City ordinance provides for action on behalf of the city if dogs are barking endlessly. Any owner or resident who is disturbed by a dog's excessive barking can call the police, and the police will handle the situation and remove the dog if necessary.
- 9. All dog owners must keep their dog(s) odor free and avoid leaving clumps of hair in public areas of the building or in the washing machines on the second floor. Dog owners should immediately clean up clumps of hair left by the dog in the building or washing machines.
- 10. During inclement weather or when the ground is muddy, all residents, including dogs, must clean their feet before entering the elevator or walking on the carpet.
- 11. For any damage to the building's property observed by the staff, management, surveillance camera, or reported to Management and deemed to be accurate, the owner will be responsible for the cost of the repair/ cleanup plus a fifty (\$50.00) dollar fine. This fine will double with each subsequent offense.
- 12. Owners must immediately clean up after their dog(s) if they have an accident in the building or on the sidewalk. Owners must also notify the Building Superintendent. If the violation of this rule is observed by staff, management, surveillance camera or reported to management and deemed to be accurate, the owner will be responsible for the cost of the repair/cleanup plus a fifty (\$50.00) dollar fine. This fine will double with each subsequent offense.
- C. Rules Pertaining to Cats
 - 1. All cats must have current vaccinations as are required by New York City. New shareholders/residents must submit completed pet form(s) at time of application to become a Shareholder. The transfer of stock will not take place until such proof is provided.
 - 2. Cats are to be kept in good health and neutered.
 - 3. A maximum of three (3) cats is permitted per apartment.
 - 4. No cat(s) may be left unattended for more than forty-eight (48) hours.
 - 5. All cats(s) must enter and exit the building through the side exit on the first (1st) floor. Only the north elevator may be used in consideration of residents who may be afraid of or allergic to cats.
 - 6. Owners must immediately clean up after their cat(s) if they have an accident in the building or on the sidewalk. If the violation of this rule is observed by staff, management, surveillance camera or reported to management and deemed to be accurate, the owner will be responsible for

the cost of the repair/cleanup plus a fifty (\$50.00) dollar fine. This fine will double with each subsequent offense.

7. All litter boxes should be kept clean so no odors permeate to the hallway. If there is a valid complaint, owner will be given a written warning to eliminate the smell. If the violation is observed by staff or management a second (2nd) time after one week of the first offense the owner will be fined fifty (\$50.00) dollars. This fine will double with each subsequent offense.

D. Service Animals

- 1. Service animals that assist or provide services to persons with disabilities are permitted as required pursuant to any applicable law. The resident is responsible for producing appropriate documentation evidencing the necessity for such an animal.
- 2. The owner must provide proof that the animal has been specifically trained and certified to be a service animal.
- 3. The animal must have all appropriate and current vaccinations.
- 4. New shareholders/residents must submit all documentation with application to become a Shareholder. The transfer of stock will not take place until such proof is provided.
- 5. Service animals and owners must comply with the Pet Policy.

PROHIBITION: The Corporation shall not permit any dog that exceeds in size at maturity the following dimensions: 75 pounds 30 inches in height when on all four (4) feet. The Corporation shall not permit, under any circumstances, the harboring of or visitation of a pit bull, rottweiller, presa canario, doberman pincher, boxer, wolfhound, or akida or any other type of similar dog or mixed breed with vicious or violent propensities or drooling breeds as determined by the Corporation at its sole discretion.

APPLICABILITY – REGISTRATION: The Pet Policy shall be applicable to all shareholders, pet owners, members of their immediate family, their subtenants, guests, invitees and licensees, who shall be required to register the pet with the Corporation, as set forth in the Pet Registration Form, specifying the name, age, coloring and municipal license number for said pet, as well as provide updated vaccination documentation.

RESPONSIBILITY – LIABILITY: The Shareholder shall be solely responsible and liable for any damages, costs and expenses, including reasonable legal fees, incurred by the Corporation, or as a result of any personal injuries to other or property damage caused to the Corporation and others, due to the conduct, behavior and/or maintenance of a pet.

INDEMNIFICATION: The Shareholder shall save, hold harmless, indemnify and defend the Corporation for any and all claims as set forth hereinabove or arising from, in connection with, or a relative to harboring, occupancy, visitation, conduct, behavior, actions and/or maintenance of a pet.

ADMINISTRATION – ENFORCEMENT: The Corporation is authorized to enforce compliance with the Pet Policy by the Shareholder, pet owner, members of their immediate family, their subtenants, guests, invitees and licensees; and further are authorized to impose administrative fees against the Shareholder relative to a violation, breach of the Pet Policy or any other provision set forth herein.

The failure and/or refusal to comply with the terms and provisions of this Pet Policy or any other charges due to the Corporation, as set forth hereinabove, by the shareholder, shall constitute a material breach and a substantial default of the obligations of the Shareholder pursuant to the Propriety Lease and may result in the suspension, curtailment, termination, revocation and/or forfeiture of the privilege or license to have a pet in residence. Moreover, the Corporation reserves the right to revoke, ban, enjoin and permanently prohibit the having in residence any pet, based upon a violation, default or breach of the Pet Policy, as determined by the Corporation, in its sole discretion.

BINDING AGREEMENT: The Shareholder acknowledges and agrees, for good and valuable consideration, receipt and consideration which is hereby acknowledged based upon the Corporation granting permission for the residency, occupancy and harboring of the pet, that the Pet Policy, is fair and reasonable, and is a valid, binding and enforceable obligation of the Shareholder.

This is the complete 6035 Broadway Owners Corporation Pet Policy as updated October 2011. Annual registration form is due January 15 of each year. A registration form is attached. I hereby acknowledge receipt of the 6035 Broadway Owners Corp. 2011 Pet Policy and that the Board of Directors reserves the right to at any point in time deem a pet unsuitable for residency in the building on the grounds of temperament or behavior.

Owner/Resident (Print Name)

Apartment

Owner/ Resident (Signature)

Date

7

6035 BROADWAY OWNERS CORPORATION

POLICY AND PROCEDURE FOR RESIDENTS, MOVERS, CONTRACTORS, REAL ESTATE AGENTS AND VENDORS

To protect our property, hallways, elevators and stairways, we require the following:

- 1. Moving and work by contractors and vendors is done Monday through Friday, 9 AM to 5 PM unless there is an emergency.
- 2. All approvals and information are through Goodman Management Company.
- 3. The building superintendent must be notified at least three business days in advance of moving in or out or contracted work being done in apartments.
- 4. First floor side entrance, north elevator and north stairs only must be used.
- 5. Sheets of Masonite must be placed on the hallway floors. First floor, exit to elevator. Floor where work is done, elevator to apartment door. Masonite is available from the building superintendent.
- 6. Padding must be placed on elevator walls and a mat on the floor. Available from building superintendent.
- 7. All furniture and large objects must be wrapped with padding.
- 8. Items too large for the elevator must be taken up the north stairway.
- 9. Nothing is to be leaned against the hallway walls.
- 10. Movers, contractors and vendors are responsible for cleaning up after work is completed for the day.
- 11. Walk through inspection prior to work and after work is complete with building superintendent to check for damage.
- 12. Check list and note of any damage is to be signed by persons performing the work and by the building superintendent. Signed check list is forwarded to Goodman Management Company, Inc. 5683 Riverside Ave. Suite 203, Riverdale, NY 10471

| Signatures | date |
|------------|------|
| | |