



## 32 Downing Street Owners Corp. Purchase Application

1. Letter of Introduction
2. Purchase Application (attached)
3. Contract of Sale
4. Financial Statement (attached)
5. Bank Balance Confirmation Letter(s)
6. Employer Reference Letter Stating Salary; or if self-employed, accountants letter verifying current year to date income.
7. Copy of last 2 years tax returns
8. Landlord Reference Letter
9. Three (3) Social Reference Letters
10. Three (3) Business Reference Letters (on professional letterhead)
11. Sign and date "general form" attached
12. Sign and date "acknowledgment form" attached
13. A non-refundable processing fee of **\$350.00** payable to **Cornerstone Mgmt. Systems, Inc.**
14. Lead based paint information(City & Federal) must be filled out and attached to Contract.
15. Assumption of previous alterations in subject unit. Forms for signature by prospective purchaser(s).
16. Signed copy of the Cooperative House Rules

### **IF FINANCING** - 80% financing permitted

17. Copy of Loan Application
18. Copy of Commitment Letter
19. 3 Original copies of the Recognition Agreement, **AZTEC form ONLY** (must be unaltered)

### **FEES**

Stock Transfer Fee (1% per share of contract price) payable to **32 Downing Street Owners Corp.**

### **FOR SELLER OR PURCHASER (IF APPLICABLE)**

If the Coop's Attorney gets involved to answer questions or look over documents, the legal fees incurred will be billed to the appropriate party and payable at closing.

When complete, please send one (1) original plus one (1) copy and a PDF version of the entire application including supporting documentation via CD, thumb drive, or email to:

**Cornerstone Mgmt. Systems, Inc.**  
**271 Madison Avenue #800**  
**New York, N.Y. 10016**

# 32 Downing Street Owners Corp.

Financial Page 1

Balance Sheet at the Last Day of the Month Immediately Preceding Date of Application

**ASSETS**

	CASH	
(Note 1)	Checking Accounts	_____
(Note 1)	Savings Accounts	_____
(Note 2)	Marketable Securities	_____
	Life Insurance Net Cash Value	_____
(Note 2)	Non-Marketable Securities	_____
(Note 3)	Real Estate owned	_____
(Note 5)	Vested Interest in Retirement Fund	_____
(Note 5)	Net Worth of Business Owned	_____
(Note 4)	Automobiles	_____
(Note 5)	Furniture and Personal Property	_____
	NOTES RECEIVABLE	
(Note 5)	Other Assets	

**TOTAL ASSETS:** \_\_\_\_\_

**LIABILITIES**

(Note 6)	Installment Debt Payable	_____
(Note 5)	Other Unsecured Loans	_____
(Note 3)	Real Estate Loans	_____
(Note 6)	Automobiles/Pleasure Craft Loans	_____
(Note 7)	Other Secured Loans	_____
(Note 7)	Other Liabilities	_____

**TOTAL LIABILITIES** \_\_\_\_\_

**NET WORTH** \_\_\_\_\_

Note 1	Account #	Name and Address Banking Institution	Balance
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Note 2	No. Of Shares	Security	Market Value	Monthly Dividend/Interest
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

# 32 Downing Street Owners Corp.

Financial Page 2

**Note 3**

Address of Property	Type of Property	Cost of Property	Present Market Value	Amount of Mortgage /Loans
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Monthly Gross Rental Income	Monthly Mortgage Payments	Monthly Taxes Maintenance & Ins.	Amount of Mortgage / Loans Misc. Payments
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

**Note 4**

Make & year of vehicle(s): \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Note 5**

Briefly describe other Assets: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Note 6**

Please provide the following for all Installment Debt including Charge Accounts:

Creditors Name and Address	Account Number	Monthly Payments	Months Left	Unpaid Balance
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**Note 7**

Briefly describe any other liabilities: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

# 32 Downing Street Owners Corp.

Financial Page 3

Educational and Professional Background (include schools and colleges attended by spouse and children):

Educational:

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Professional:

YES or NO

Applicant

Co-Applicant

Have You Any Outstanding Judgments?

\_\_\_\_\_

\_\_\_\_\_

Have You Had Property Foreclosed Upon?

\_\_\_\_\_

\_\_\_\_\_

In the Last Seven Years Have You Been Declared Bankrupt?

\_\_\_\_\_

\_\_\_\_\_

Are You Co-maker or Endorser On a Note?

\_\_\_\_\_

\_\_\_\_\_

Are You a Party in a Law Suit?

\_\_\_\_\_

\_\_\_\_\_

Are You Obligated to Pay Child Support, Alimony or Separate Maintenance?

\_\_\_\_\_

\_\_\_\_\_

Will Any Part of Your Cash Payment Be Borrowed?

\_\_\_\_\_

\_\_\_\_\_

Do You or Any Member of Your Family Have Diplomatic Status?

\_\_\_\_\_

\_\_\_\_\_

If a Yes Answer Is Given to a Question in this Column, Please Explain on the Balance of the Paper And/or the Back of this Sheet:

# 32 Downing Street Owners Corp.

General

To: Board of Directors:

We/I the undersigned, hereby submit this application to purchase \_\_\_\_\_ shares of stock in **32 Downing Street Owners Corp.** and the Proprietary Lease for apartment # \_\_\_\_\_ at 32 Downing Street, New York, New York.

Pursuant to authority granted in the Proprietary Lease and By-Laws of this Corporation, the Board of Directors will utilize this application to obtain background information regarding the proposed purchaser(s) of the Corporations stock.

The Board of Directors may require additional information and will require that the applicant(s) appear(s) for a personal interview.

The proposed purchase cannot be consummated without the Board's consent.

We/I have read the Proprietary Lease and House Rules which govern the occupancy of the apartment by its legal shareholder and which would govern the occupancy by the applicant(s).

In no event will the Corporation, the Board of Directors or its agents be responsible for any liabilities incurred by any applicant whose application is disapproved.

While the Board of Directors will attempt to promptly review all applications, the Corporation, the Board of Directors and its agents assume no responsibility for expenses or liabilities resulting from any delay in its review.

Falsification of any of the following information, or omission of material information herefrom may result, with limitation, in revocation of the Board of Directors approval and termination of the applicants Proprietary Lease.

The undersigned hereby authorizes the Board of Directors to contact any of the employers, banks, landlords, educational institutions, references, etc. described herein in order to elicit information bearing upon this application.

The undersigned acknowledges that, if this application is accepted, the undersigned will not, without prior written consent of the Board of Directors, pledge the shares of the Corporation's stock; make structural alterations to the Unit; sublease the Unit; use the Unit for other than a professional office; or violate any provision of the Proprietary Lease, House Rules, or By-Laws. The undersigned acknowledges that the undersigned is acquiring the Unit in an "As Is" condition.

Applicant: \_\_\_\_\_ DATE: \_\_\_\_\_

Co-Applicant: \_\_\_\_\_ DATE: \_\_\_\_\_

## **32 Downing Street Owners Corp.**

### **Acknowledgment**

The undersigned confirms the accuracy of all of the information contained herein.

Applicant: \_\_\_\_\_ DATE: \_\_\_\_\_

Co-Applicant: \_\_\_\_\_ DATE: \_\_\_\_\_

### **CO-OP RULES**

I(we) hereby certify that I(we) have read the material supplied by the Seller which should consist of the House Rules, Proprietary Lease, Board resolutions regarding moving in/out, sublets, sales, alterations, noise, pets and fines and are completely familiar with the rules of the co-operative.

Applicant: \_\_\_\_\_ DATE: \_\_\_\_\_

Co-Applicant: \_\_\_\_\_ DATE: \_\_\_\_\_

### **FLIP TAX**

I(we) am(are) aware of the flip tax in the amount of **1% of contract price**

Applicant: \_\_\_\_\_ DATE: \_\_\_\_\_

Co-Applicant: \_\_\_\_\_ DATE: \_\_\_\_\_

### **LATE CHARGE**

I(we) am(are) aware of a 10% monthly penalty if maintenance, assessments, etc. if is not **received by the 10th of the month**

Applicant: \_\_\_\_\_ DATE: \_\_\_\_\_

Co-Applicant: \_\_\_\_\_ DATE: \_\_\_\_\_

### **NAME PLATES**

Print below the Name(s) You Wish to Have on the Intercom and Mailbox.

Name: \_\_\_\_\_ Apartment #: \_\_\_\_\_

## **32 Downing Street Owners Corp. Assumption**

32 Downing Street Owners Corp.  
c/o Cornerstone Mgmt. Systems, Inc.  
271 Madison Avenue #800  
New York, N.Y. 10016

Board of Directors:

In order to induce you to consent to the assignment to us of the Proprietary Lease covering Unit # \_\_\_\_ (the Unit) at 32 Downing Street, NEW YORK, N.Y. , now owned by \_\_\_\_\_, and the \_\_\_\_\_ shares of stock in **32 Downing Street Owners Corp.** now held by him/her/them, we hereby enter into the following agreement with you:

1. I/We understand that, pursuant to the Proprietary Lease, the Apartment may not be used for professional or business purposes without our having obtained the prior written consent of **32 Downing Street Owners Corp.** and we agree that we may use or occupy the Apartment or permit it or any part thereof to be used or occupied only as a residential purposes for ourselves and our family as provided in the Proprietary Lease.
2. We understand that when, pursuant to the Proprietary Lease, shareholder requests your consent to the making of certain alterations in his or her unit, the granting of such consent is predicted on, among other things, the execution of an Alteration Agreement provided by **32 Downing Street Owners Corp.**; then submission of said alteration agreement for Board review and approval before commencement of work.
3. We acknowledge that the current shareholders, and possibly earlier occupants as well, made certain modifications, alterations, betterments or improvements (collectively the Improvements”) in the Unit.
4. You make and have made no representation or warranty concerning the quality of any of the Improvements or the manner of their installation. Any information furnished by you in this regard has been furnished as a courtesy only and no rights shall be predicted thereon. We hereby assume all responsibility for the maintenance of the Improvements in the Unit whether hereafter installed by us or heretofore installed by any of our predecessors in interest, as well as all liability, financial or otherwise, for damages sustained by us or others arising out of the Improvements or their use or maintenance or lack thereof.
5. We will assume and agree to perform and comply with all the terms, covenants and conditions of the Proprietary Lease as if we had originally executed the Proprietary Lease as Lessee.

Applicant: \_\_\_\_\_ DATE: \_\_\_\_\_

Co-Applicant: \_\_\_\_\_ DATE: \_\_\_\_\_

**HOUSE RULES OF  
32 DOWNING OWNERS CORP.**  
(as amended through March 8, 2011)

1. The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building, and the fire towers shall not be obstructed in any way.
2. Children shall not play in the public halls, courts, stairways, fire towers or elevators and shall not be permitted on the roof unless accompanied by a responsible adult.
3. No public hall above the ground floor of the building shall be decorated or furnished by any Lessee in any manner without the prior consent of all the Lessees to whose apartments such hall serves as a mean of ingress or egress. In the event of disagreement among such Lessees, the Board of Directors shall decide.
4. No Lessee shall make or permit any disturbing noises in the building or do or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall play upon or suffer to be played upon any musical instrument or permitted to be operated a phonograph or a radio or television loud speaker in such Lessee's apartment between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if the same shall disturb or annoy other occupants of the building. No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 8:30 a.m. and 5:00 p.m.
5. No article shall be placed in the halls or on the staircase landings or fire towers, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the window sills of the building.
6. No awnings, window air-conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the Board of Directors given through the managing agent, nor shall anything be projected out of any window of the building without similar approval.
7. No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building.
8. No tricycles, bicycles, scooters or similar vehicles shall be allowed in a passenger elevator and baby carriages and the above mentioned vehicles shall not be allowed to stand in the public halls, passageways, areas or courts of the building.
9. Messengers and tradespeople shall use such means of ingress and egress as shall be designated by the Lessor.
10. Garbage and refuse from the apartment shall be disposed of only at such times and in such manner as the superintendent or the managing agent of the building may direct (also see Paragraph 25).



11. Toilets and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the water closets. The cost of repairing any damage resulting from the misuse of any water closets or other apparatus shall be paid for by the Lessee in whose apartment it shall have been caused.
12. No Lessee shall send any employee of the Lessor out of the building on any private business of a Lessee.
13. No bird or animal shall be kept or harbored in the building unless the same in each instance have been expressly permitted in writing by the Lessor; such permission shall be revocable by the Lessor. In no event shall dogs be permitted on elevators or in any of the public portions of the building unless carried or on leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or in the yard, court spaces or public portions of the building, or on the building, or on the sidewalks or street adjacent to the building.
14. No radio or television aerial shall be attached to or hung from the building without the prior written approval of the Board of Directors given through its managing agent.
15. No vehicle belonging to a Lessee or to a member of the family or guest, subtenant or employee of a Lessee shall be parked in such manner as to impede or prevent ready access to any entrance of the building by another vehicle.
16. The Lessee shall use the available laundry facilities only upon such days and during such hours as may be designated by the Lessor or the managing agent.
17. The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
18. Unless expressly authorized by the Board of Directors in each case, the floor of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms, maid's rooms, closets, and foyers.
19. No open house, group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the prior consent of the Board of Directors given through its managing agent.
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 the managing agent to clean the windows, such cleaning may be done by the Lessor, which shall have the right, by its officers or authorized agents, to enter the apartment for the purpose and to charge the cost of such cleaning to the Lessee.
21. The passenger and service elevators, unless of automatic type and intended for operation by a passenger, shall be operated only by employees of the Lessor, and there shall be no interference whatever with the same by Lessees or members of their families or their guests, employees or subtenants.
22. Complaints regarding the service of the building shall be made in writing to the managing agent of the Lessor.

23. Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.

24. If there be a garage in the building, the Lessee will abide by all arrangements made by the Lessor with the garage operator with regard to the garage and the driveways thereto.

25. The building's blue recycling containers are now located in the alley where the garbage cans are located. **Recyclable material cannot be thrown out with regular garbage.** They must be kept separate and disposed of properly. The following items should be **rinsed clean** and placed in the blue containers:

1. Plastic bottles and jars
2. Glass bottles and jars
3. Metal cans
4. Aluminum foil trays

All other garbage is to be disposed of in the large dark garbage cans.

**Hangers are not recyclable by the building. They are to be brought back to your dry cleaners.**

Newspapers, Magazines, Telephone Books, and Cardboard boxes – These items will continue to be stored in the basement and brought outside on Saturday morning by the building superintendent. These materials should be tied with sturdy twine. Please follow the proper procedures regarding the above.

Only **brown corrugated** cardboard boxes may be recycled. Please flatten and tie these items together with sturdy twine. Other types of cardboard boxes (shoe, appliance, furniture boxes etc.) are to be separated and tied in the same manner. **Pizza boxes are to be thrown out with your regular garbage.**

If you have large items to dispose of place them in the basement Friday evening so they may be set out on Saturday morning for pick-up. Please do not dispose of any trash or unwanted furniture, etc. at the lot by 10 Downing Street. Our building (or you as Lessee) could be the subject of a legal action by the owner of 10 Downing Street if this is done.

We further want to reinforce that the City of New York Department of Sanitation has become most stringent, particularly since the beginning mandatory recycling. If trash is mixed with recyclable materials a fine is imposed by the Sanitation Department Inspector. Sanitation Department Inspectors will regularly open trash bags, and if they find recyclable mixed household trash the building will be fined and such fines will be passed on to the subject apartment owners.

Please inform your guests to be as diligent as yourself to avoid the building (or you) receiving an unnecessary fine.

26. No Lessee shall install any planting on the terrace, balcony, windowsill or roof without the prior written approval of the Lessor. Planting shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace, balcony or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, planting may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet wall flashing, with a floor of drainage tiles and suitable weep holes at the sides to draw off water. It shall be the responsibility of the Lessee to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.

27. The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. If the Lessor takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the Lessee, as additional rent.

28. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor.

29. No employee of Lessor may be used by the Lessee for the private business of any Lessee without the prior written consent of the Board of Directors having first been obtained in each instance. The holders of unsold shares shall have the right to use employees of the Apartment Corporation in the preparation of vacant apartments for sale or to do work in connection with apartments to which unsold shares are allocated, and the holders of unsold shares will pay the Apartment Corporation the hourly wages of the employees involved for the time during which they were actually employed on such business. Such employment may not interfere with the regular duties of said employees.

30. Effective May 1, 1987, if a shareholder's full maintenance (or any assessment) for any month is not received by the Corporation's managing agent on or before the 10<sup>th</sup> day of the month, a late fee equal to ten (10%) percent of the then current maintenance (or assessment amount, as the case may be) from that shareholder's apartment will be charged as additional rent by the Apartment Corporation to that shareholder.

31. Effective January 1, 2016, a monthly sublet fee equal to the lesser of (i) \$100 per month or (ii) 20% of the per month maintenance charges for the apartment will be charged to a shareholder who sublets (or allows the use or occupancy of his or her apartment by a non-tenant shareholder other than in accordance with Paragraphs 14 and 15 of the Proprietary Lease) his or her apartment. As a general policy, a sublet application will not be considered unless a tenant-shareholder has resided in the building for at least two years. The sublet fee will be payable with the shareholder's maintenance for the apartment and will continue to be payable for the term of any sublease or occupancy by a subtenant, whichever is longer. Prior to a subtenant's occupancy, a security deposit of \$750.00 payable to the Corporation must be delivered to the Corporation's managing agent to be held as security to pay for any damage to the building, or costs associated with a violation of the Proprietary Lease or House Rules, by the subtenant and/or lessee. The security deposit, less a non-refundable amount of \$100 for each move-in and move-out, and the cost of any damages sustained by the building, will be returned when the sub-tenancy is over and the subtenant have vacated the apartment. A Sublease shall be for a maximum term of one year from the date of the approval of the proposed Sublessee by the Board of Directors (or Committee of the Board), rounded to extend to the end of the calendar month of such one year period; and not more than 90 days nor less than 30 days prior to the end of the term of such Sublease, the Sublessor may request that the Board of Directors (or Committee of the Board) extend the term of such Sublease for an additional period of one year. Such extension request may be granted or withheld as provided in Paragraph 15 of the Proprietary Lease. A shareholder who sublets (or otherwise allows the use or occupancy of his or her apartment except in accordance with Paragraphs 14 and 15 of the Proprietary Lease) prior to receiving approval from the Board of Directors is subject to a fine of up to \$1,000.00 per month.

32. Effective March 8, 2011, upon the transfer of shares and the assignment of the Proprietary Lease of an apartment, a “flip tax” in an amount calculated as follows: (I) if the transfer occurs ten (10) years or more after the transferee’s acquisition of the shares and Proprietary Lease, then the transfer “flip tax” payable to the Corporation shall be one (1%) percent of the gross sales price of the apartment unit; (ii) if the transfer occurs after five (5) years but less than ten (10) years from the transferee’s acquisition of the shares and Proprietary Lease, then the transfer “flip tax” payable to the Corporation shall be one and one half (1 ½ %) percent of the gross sales price of the apartment unit; and (iii) if the transfer occurs less than and including five (5) years from the transferee’s acquisition of the shares and Proprietary Lease, then the transfer “flip tax” payable to the Corporation shall be two (2 %) percent of the gross sales price of the apartment unit.

33. To cover possible damage in connection with a move, a \$750.00 move in and move out security deposit is to be paid prior to both the moving into and out of the building. Payment is to be by official bank or certified check payable to “32 Downing Owners Corp.” and delivered to the Corporation’s Managing Agent at least four (4) business days prior to the move. The security deposit will be returned (less a non-refundable portion of \$100 and the cost of any itemized deductions for loss or repairs), within two weeks of the move, or, in the case of a sublease, the move out. If the cost of the repair of loss or damages to the building in connection with a move exceed the otherwise refundable portion of the security deposit, the then Lessor of the apartment shall be responsible for and shall pay the amount of such excess within 20 days of the submission of charges.

34. Cable television hookups shall be in the manner prescribed by the Board of Directors from time to time so as to minimize damage to the masonry work and better assure uniformity of installation. Violation of such installation procedures will result in a fine of \$50.00 for each month in which the cable installation is non-conforming, plus reimbursement of the cost of any repairs to the building.

35. Effective September 21, 2004 and until otherwise determined by the Board of Directors, each tenant shareholder (and any subtenant) is to obtain and maintain liability insurance covering their unit. Minimum liability coverage of \$300,000 is required. Although there is currently no requirement for personal property coverage, it is highly recommended that a tenant shareholder discuss with their insurance agent obtaining coverage for personal property, “alterations and betterments” and possible “unit or loss assessments”. A certificate of insurance evidencing the required insurance coverage is to be submitted to the corporation’s managing agent on or before November 15th of each year and is also a condition to becoming a shareholder of the corporation.

36. The Lessee is responsible for compliance with the House Rules. Without limiting its rights under Paragraph 13 the Proprietary Lease, if the Board in good faith determines that a Lessee is in violation of the House Rules, a fine in a minimum amount of \$100 may be imposed as determined by the Board. Such fine and any other amounts chargeable under the Proprietary Lease shall be deemed additional rent under the Proprietary Lease.

# House Rules Acknowledgment

I (we) state that I (we) have read the House Rules for **32 Downing Owners Corp.** and give my (our) assurance that all members of my household and guest will conform to them.

Shareholder \_\_\_\_\_ DATE: \_\_\_\_\_

Applicant: \_\_\_\_\_ DATE: \_\_\_\_\_

Co-Applicant: \_\_\_\_\_ DATE: \_\_\_\_\_

# **32 DOWNING OWNERS CORP.**

APPLICATION FOR APPROVAL OF SALE

APARTMENT \_\_\_\_\_

## DOCUMENTS WHICH ARE TO ACCOMPANY THE APPLICATION FOR APPROVAL OF SALE

The following documents are to be attached to and made a part of this applications (eight complete sets of this application and the attachments - one set of originals and seven copies - are to be furnished to Cornerstone Management System, Inc.)

1. Completed Application For Approval (with pages 2-7 initialed);
2. Copy of the fully signed Contract of Sale, including Lead Paint Disclosure Rider;
3. A complete financial statement (statement of assets and liabilities) for each applicant signed by applicant(s) or applicant's accountant;
4. IRS form 1040's for the past two(2) years for each applicant;
5. Letters form applicant(s) bank(s) stating type of accounts and account balance information;
6. Checks for
  - (I) \$50.00 per applicant payable to "Cornerstone Management Systems, Inc." to cover costs of the credit report and
  - (ii) \$150.00 payable to "32 Downing Owners Corp." to cover processing costs;
  - (iii) \$350.00 processing fee payable to 'Cornerstone Mgmt. Systems, Inc..
7. If purchase is being financed;
  - (I) a copy of the commitment letter from the leading institution as signed and accepted by the prospective purchaser;
  - (ii) three duplicate original "recognition agreements" requested by the leader (any such agreement will be reviewed and, if appropriate, processed by the Cooperative Corporation's managing agent and/or attorney for a fee of \$350.00, and
  - (iii) a copy of the completed bank loan application;
8. Letters from the three business and three personal references identified in the preceding sections of this application; and
9. Original current employment and compensation verification letter.
10. Copy of current House Rules initialed/ acknowledged by prospective purchaser(s).

Once the Application Package (including all attachments) is complete, Owner or broker should contact the Managing Agent for information regarding the interview of the prospective purchaser.

# 32 DOWNING OWNERS CORP

APPLICATION FOR APPROVAL OF SALE  
APARTMENT \_\_\_\_\_

This application is to be completed and submitted to the corporation's managing agents,

**Cornerstone Management Systems, Inc.**  
**271 Madison Avenue, Suite 800**  
**New York, N.Y. 10016,**  
**Telephone (212) 661-1150**

All communications concerning the application and scheduling of the applicant interview must to be made through Cornerstone Systems, Inc.

Names(s) of Applicant(s)/ Purchaser(s) \_\_\_\_\_

Social Security Number(s) of Applicant(s) \_\_\_\_\_

Attorney for Applicant(s) \_\_\_\_\_

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

Name(s) of Seller(s) \_\_\_\_\_

Attorney for Seller(s) \_\_\_\_\_

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

Broker \_\_\_\_\_

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

Purchase Price of Stock \$ \_\_\_\_\_

Present Proprietary Lease Rental (Maintenance) Per Month \$ \_\_\_\_\_

Financing: Yes \_\_\_\_\_ No \_\_\_\_\_ Amount \$ \_\_\_\_\_

(Note: maximum 80% financing permitted)

Lender: \_\_\_\_\_

Proposed Closing Date: \_\_\_\_\_

The undersigned applicant hereby applies to 32 Downing Owners Corp. (The "Cooperative Corporation") for approval of the sale to the applicant of \_\_\_\_\_ shares of the capital stock of the Cooperative Corporation and the accompanying proprietary lease for apartment \_\_\_\_\_ located at **32 Downing Street, New York, New York**. In support of the application, the undersigned supplies the following information and documents:

GENERAL INFORMATION

1. Set forth the full names of all persons who will reside in the apartment. For each minor, also state approximate age.

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2. Does the applicant now have or plan to maintain any pets? If so, please specify.

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3. Give the names of all residents of the building known by the applicant.

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4. Do you affirm that the apartment will be used solely as your residence? Yes \_\_\_\_\_ No \_\_\_\_\_

If NO, attach a signed statement describing in detail

- (I) all non-residential, artistic, commercial or professional activities which you plan to conduct in the apartment,
- (ii) any and all alterations to the apartment contemplated in connection with such activities, and
- (iii) the number of persons requiring access to the apartment each week in connection with such activities.

5. Are you currently, or have you in the past 3 years been, a plaintiff or defendant in any litigation? If yes, please explain

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FINANCIAL REFERENCE (attach additional sheet as necessary)

1. Bank \_\_\_\_\_ Account No. \_\_\_\_\_

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

2. Bank \_\_\_\_\_ Account No. \_\_\_\_\_

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

3. Stock Broker \_\_\_\_\_ Account No. \_\_\_\_\_

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

4. Accountant \_\_\_\_\_

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



The applicant hereby authorizes the Cooperative Corporation, its employees or agents, to contact any of the references named herein and credit reporting agencies to verify the information provided in this application and the documents submitted with this application, and the applicant hereby authorizes said references and agencies, and each of them, to respond on its behalf to requests by or on behalf of the Cooperative Corporation for such verification.

PERSONAL REFERENCES

NOTE: The following information is to be supplied by each adult who will occupy the apartment. Accordingly, please duplicate Items 1-10 as required so that there will be a separate complete set of information for each adult.

1. Name of applicant or other adult occupant: \_\_\_\_\_

2. Present home address: \_\_\_\_\_

3. Present home telephone: \_\_\_\_\_ Cell Phone \_\_\_\_\_

4. Email address \_\_\_\_\_

5. Approximate length of occupancy at present address: \_\_\_\_\_

6. Name and address of present landlord (or managing agent for landlord):  
\_\_\_\_\_

7. Previous home address: \_\_\_\_\_

8. Approximate length of occupancy at previous address: \_\_\_\_\_

9. Name and address of previous landlord (or managing agent for landlord):  
\_\_\_\_\_

10. Employer: \_\_\_\_\_

Length of time employed: \_\_\_\_\_

Business address: \_\_\_\_\_

Business telephone: \_\_\_\_\_

10. List the names of six people whom you will ask to write to Cornerstone Management Systems, Inc. on your behalf. Please include three business associates and three social friends. It is highly desirable that at least one letter be from a next door or downstairs neighbor:

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

## STATEMENT

The Board of Directors of the Cooperative Corporation

- (I) wishes to bring various points to the attention of prospective purchasers of apartments in the building, and
- (ii) requires that prospective purchasers acknowledge in writing on this application that they have read and understand the following statement:

1. No tenant has roof rights. The proprietary leases for the apartments in the building, including those on the fifth floor, convey no right to use the roof of the building. The roof is an asset of the Corporation and is not available for private use. Furthermore, the current board of directors does not permit a general use of the roof in order to (I) extend the useful life of the existing roof and avoid the expense of repairing the damage inevitably resulting from recreational use of the roof, (ii) preserve the privacy and quietude of the fifth floor tenants, and (iii) enhance the security of the entire building. Furthermore, consistent with NEW YORK, N.Y. law, the fireplaces of the "B" line apartments are for decorative purposes only and no open fires may be set or maintained in apartments.

2. The building is a residential building. Apartments can be used for non-residential purposes only with the consent of the Board of Directors. The Board of Directors intends to preserve the residential character of the building and is disinclined to approve non-residential purpose.

3. Prior to, and as a condition to, the delivery of the Cooperative's consent to the transfer of the apartment, an inspection of the apartment will be made to check the condition and operation of the apartment's systems, fixtures and appliances affecting the building (e.g. grouting, faucet leaks, radiator, smoke detector, fire extinguisher). Furthermore, proof of the insurance coverage required of shareholders under the House Rules must be furnished to the Managing Agent prior to closing.

4. To cover possible damage in connection with a move, there is a \$750.00 Move-in/out fee and deposit paid by the shareholder with two (2) checks each to the order of 32 Downing Street Owners Corp. representing the following:

- I) \$100.00 non-refundable move-in fee.
- ii) \$650.00 move-in refundable deposit will be returned 30 days after the move-out. Move-in deposit will be returned provided procedures are observed and no damages to the common areas occurred.
- iii) Move-in deposits will be held in a non-interest bearing account.

5. The building is not a full service building. There is a part-time superintendent. There is no doorman, no porter, no handyman. The superintendent's duties are restricted essentially to keeping the building's system (e.g., heating system) functioning, removing properly segregated trash and garbage (in accordance with NEW YORK, N.Y. recycling laws) from the building, and keeping the building clean. The Board of Directors believes that the current level of service is appropriate for the building and should be continued.

6. Subletting (or any other use or occupancy of an apartment by a non-tenant shareholder) requires the prior written approval of the Board of Directors. An application form is available from the managing agent.

7. Alterations require the prior written approval of the Board of Directors. Prior to any contractor doing any work in an apartment a statement of the scope of work and an insurance certificate is required. An application form is available from the managing agent.

8. The purchaser of a cooperative apartment takes it subject to the provisions of the Proprietary Lease and House Rules and assumes all of the Lessee's obligations thereunder. Among other things, no dog, bird or other animal is to be kept in the building without the prior consent of the Board: and it is the obligation solely of the shareholder- lessee (not the corporation) to decorate and maintain the interior of the apartment, including tile grouting.

9. Neither Cornerstone Management Systems, Inc nor anyone connected with Cornerstone Management Systems, Inc. is authorized to make any statements or representations concerning the Cooperative Corporation or the shares and lease which are the Cooperative Corporation shall be binding unless made in writing and signed by a duly authorized officer of the corporation.

10. Neither Cornerstone Management Systems, Inc nor anyone connected with Cornerstone Management Systems, Inc shall be liable for any matters concerning this application or any act or failure to act on the part of the seller or the Cooperative Corporation with respect to this application or the proposed sale of the apartment.

11. The Board of Directors of the Cooperative Corporation will not interview an applicant, if at all, until all information and documents required in the application have been provided, the credit report received and the Board has been able to review and verify such information. The Board of Directors reserves the right to request such other and further information and documents as it, in its discretion, may deem appropriate.

Each undersigned applicant affirms that (I) he or she has read and understood the foregoing statement, (ii) the information contained in this application is complete and accurate, and (iii) he or she has received and reviewed the Offering Plan (prospectus) for the Cooperative Corporation, the Proprietary Lease for the apartment which is the subject of this application and the Cooperative Corporation's House Rules.

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

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Signature of Applicant

The undersigned broker affirms that he or she has reviewed this application and read the forgoing Statement and has not made any representation to the prospective purchaser which is inconsistent with such Statement.

\_\_\_\_\_  
Name of Broker

\_\_\_\_\_  
Signature of Broker