

# 750 Kappock Apartments Corp. SALE REQUIREMENTS FOR BOARD APPROVAL

□ Please note: 8 copies <u>plus</u> the original (9) of all papers are to be submitted to Goodman Management Co., Inc., 5683 Riverdale Avenue, Suite 203, Riverdale, NY 10471, Attn: Journee Meighan. All copies must be collated AND each category must be <u>stapled</u> for each individual sets and in the order listed below for submission to the Board of Directors. Incomplete packages will not be processed and returned.

#### Contract of Sale, Application and Financial Information:

- Contract of Sale, fully executed
- Purchase application (use enclosed form)
- If purchase is to be financed, bank should provide:
  - o A copy of the commitment letter and a copy of the Bank Loan Application (Fully executed)
  - Three original recognition agreements signed by a bank officer AZTECH FORM ONLY
- Financial Statement Asset and Liability Statement and Yearly Income and Expense Statement (use enclosed form) *Please provide supporting documentation*
- 3 Months of Financial/Bank/Investment Statements
- Copies of the last two years 1040 tax returns complete with W-2 forms
- Statement from the applicant(s) explaining in details the source of funds for the purchase of apartment.
- Letter from employer on company letterhead stating position, annual salary and length of employment plus (2) weeks of most recent pay stubs.
- Resume

#### Reference Letters:

- Reference letter from Landlord or Managing Agent (must provide three(3) months of most recent cashed rent checks)
- Two (2) letters of professional references for each applicant
- Two (2) letters of personal reference for each applicant

#### Forms to be either completed and/or signed: (Forms included with this package)

- Credit Release Authorization
- Emergency Contact Form
- Lead Paint Disclosure Form to be signed by seller, purchaser, and broker if not included with contract of sale

#### Forms to be signed at closing: (Forms will be provided at closing)

- Window Guard Rider
- Move-In and Move-Out Procedures and Fees
- Proof of Bed Bug Inspection (From Seller)

#### SALES REQUIREMENTS 750 Kappock Street, Riverdale

If there is a Guarantor(s): Please submit the following information for the Guarantor(s) with the applicant(s) application package. \*Please contact our office for the Guarantor Application\*

- Purchase Application
- Financial Statement Asset and Liability Statement and Yearly Income and Expense/Projected Monthly Cash Flow Statement (use enclosed form) *Please attach supporting documentation (statements)*
- Copies of the last two years 1040 tax returns complete with W-2 forms
- Letter from employer stating position and annual salary, a name to verify, and telephone number
- Credit release authorization
- Processing Fee: \$300.00 per person payable to Goodman Management Co., Inc.

## NON- REFUNDABLE FEES TO BE SUBMITTED WITH APPLICATION: (Only Certified Bank check or Money Order accepted, paid by applicant(s))

- Application Processing Fee: \$450.00 payable to Goodman Management Co., Inc.
- Application Processing Fee: \$350.00 payable to the 750 Kappock Apt Corp.
- (Unmarried couples are subject to \$900.00 processing fee)
- Please note that 75% financing is permitted.

#### FEES TO BE COLLECTED AT CLOSING: (Non-refundable unless otherwise noted)

## <u>Seller's Fees: ALL CHECKS FROM THE SELLER MUST BE EITHER CERTIFIED, ATTORNEY ESCROW, OR BANK CHECKS.</u>

- Administrative Fee: \$725.00 payable to Goodman Mangement Co., Inc.
- Maintenance must be paid up to the date of closing.

#### **INSTRUCTIONS**

This form should be completed as follows: *Part I* by the prospective Seller (present tenant). If shares are presently owned by more than one person, *Part I* should be signed by each Seller. *Part II* by the prospective Purchaser (applicant). A copy of the contract of sale is to be provided by the Purchaser.

All questions should be answered and the application returned to:

750 Kappock Apartments Corp. c/o Goodman Management Co., Inc. 5683 Riverdale Avenue Suite 203 Riverdale, NY 10471

If the applicant presently resides at 750 Kappock Street and is a tenant-stockholder, the applicant may omit the answers to question 18-21 inclusive.

If the application is approved, a sum of \$725.00 for standard closing, will be payable. Please make all checks payable to Goodman Management Co., Inc. Maintenance, arrearage, and all other charges for the month in which closing takes place must be paid on or before closing.

#### **PART I**

	DATE
TO:	
I (We) hereby request the Board of Directors of proprietary lease for Apartment No are shares to the applicant named purchase price stated in the contract of sale provide connection with the sale of shares and/or the apartment contents.	t 750 Kappock Street and the sale of below in Part II. I (We) warrant that the ed herewith is the total price being paid in
	Seller's Signature
	Seller's Signature
	Home Telephone Number

Note: The seller must sign this before submitting the application to the management. Otherwise the application will not be process.

#### **PART II**

1.	Applicant's Name:
	Date of Birth:
3.	Social Security:
4.	Home Address:
5.	Home Telephone Number:
6.	Name and Address of Employer (provide verification letter from employer):
7.	Business Telephone Number:
8.	Occupation:
9.	Co-Applicant's Name:
	Date of Birth:
11.	Social Security:
12.	Co-Applicant's Home Address:
13.	Co-Applicant's Home Telephone Number:
14.	Name & Address of Co-Applicant's Employer (provide verification letter from employer):
15.	Co-Applicant's Business Telephone Number:
16.	Co-Applicant's Occupation:

17. Estimate	ed Annual Income fro	om Occupation(s):	
App	licant:	\$	
Co-A	Applicant:	\$	
Fron	n all other sources:	\$	
Tota	ıl:	\$	
18. Will you	ı live in the apartmen	t as your primary residence	e?
19. When w	rill you move in?		
20. Do you i	intend to use the apar	tment to any extent for pro	fessional or business purposes?
		f: (If there are any children	
22. Please li		o and age of each person v	who will reside with you in
<u>Nam</u>	<u>ne</u>	Relationship	<u>Age</u>
	<del></del>		
		<u></u>	
	al References: references – provide	documentation:	
1.	Name		
	Address		
2.	Name		
	Address		

24. Present Landlord:

# Name \_\_\_\_\_\_ Address \_\_\_\_\_ Dates of Occupancy: From: \_\_\_\_\_\_to\_\_\_\_\_ 25. Previous Landlord (if at present residence less than five years): Name \_\_\_\_\_ Address \_\_\_\_\_ Dates of Occupancy: From: \_\_\_\_\_\_to\_\_\_\_\_ \*\*Please have landlord reference letter included in package\*\* 26. Personal References: 1. 2. 3. Address: \*\*Please have reference letters included in package\*\* 27. If you know any persons presently residing at \_\_\_\_\_\_. Please list their names: 28. Schools and colleges attended by applicant, co-applicant and members of family. \*List class and degree in each case:

#### <u>Page 7</u>

29.	Address of all additional residences owned or leased:
30.	Are any pets to be maintained in the apartment?
31.	List exact name or names in which shares are to be owned and lease to apartment is to be issued:
32.	Applicant's Attorney's Name:
33.	Real Estate Agent's Name:  Address:  Telephone Number:  Real Estate Agent/Broker's Fee:
34.	Do you intend to do any renovations or make any improvements in the apartment? If so please state general nature and approximate cost.
35.	How do you intend to pay for the apartment?
36.	If you intend to finance part of the purchase price with a loan, please state lender, amount of loan and monthly payment.
37.	Are you party to any litigation? If so, please state the circumstances.

38. Have you ever been sued for not paying a bill? If so, state the circumstances.		
39.	Are there any tax liens outstanding against you? If so, please state the circumstances.	
40.	Are there any other liens outstanding against you? If so, please state the circumstances.	
41.	Have you ever been turned down for a loan or a credit card? If so, please explain.	
	List total estimated monthly payments for apartment for first year (including maintenance, co-op loan, utilities) and total sources of estimated monthly income.	
	Estimated Monthly Payments:	
	Estimated Monthly Incomes:	
44.	Will you have homeowners insurance as of the date of the closing?	
	Please list amount of life insurance.  Applicant: Co-Applicant:	
	Please list weekly benefit of disability insurance.  Applicant: Co-Applicant:	

# BALANCE SHEET AT THE LAST DAY OF MONTH IMMEDIATELY PRECEEDING DATE OF APPLICATION

	<u>ASSETS</u>	
1.	CASH	\$
2.	CHECKING ACCOUNTS	\$
3.	SAVINGS ACCOUNTS, MONEY FUNDS	\$
4.	TOTAL CASH, BANKS AND MONEY FUNDS	\$
5.	MARKETABLE SECURITIES (furnish cover sheet showing balance of most recent statement for any major account)	\$
6.	LIFE INSURANCE NET CASH VALUE (list below)	\$
7.	SUBTOTAL LIQUID ASSETS	\$
8.	NON-MARKETABLE SECURITIES (list below)	\$
9.	REAL ESTATE OWNED (list below)	\$
10.	VESTED INTEREST IN RETIREMENT FUND	\$
11.	NET WORTH OF BUSINESS OWNED	\$
12.	AUTOMOBILES/PLEASURE BOATS (list below)	\$
13.	MARKET VALUE OF FURNITURE & PERSONAL PROPERTY	\$
14.	NOTES RECEIVABLE	\$
15.	OTHER ASSETS (explain below)	\$
16.	TOTAL ASSETS (explain below)	\$

 $<sup>\</sup>ensuremath{^{**}Please}$  number explanatory material to correspond to numbers on this statement under the notes section  $\ensuremath{^{**}}$ 

## BALANCE SHEET AT THE LAST DAY OF MONTH IMMEDIATELY PRECEEDING DATE OF APPLICATION

	<u>LIABILITIES</u>	
	NSTALLMENT DEBT PAYABLE list below)	\$
	OTHER UNSECURED LOANS list below)	\$
	REAL ESTATE LOANS & MORTGAGES list below)	\$
	AUTOMOBILE/BOAT LOANS list below)	\$
	OTHER SECURED LOANS list below)	\$
22. O	OTHER LIABILITIES (explain below)	\$
23. T	OTAL LIABILITIES	\$
24. N	NET WORTH (assets minus liabilities)	\$

\*\*NOTES\*\*

## ESTIMATED BALANCE SHEET FOR LAST DAY OF MONTH FOLLOWING CLOSING ON APARTMENT

**ASSETS CASH** 1. **CHECKING ACCOUNTS** 2. 3. SAVINGS ACCOUNTS, MONEY FUNDS \$ \_\_\_\_\_ 4. TOTAL CASH, BANKS AND MONEY FUNDS 5. MARKETABLE SECURITIES (furnish cover sheet showing balance of most recent statement for any major account) LIFE INSURANCE NET CASH VALUE (list below) **6.** SUBTOTAL LIQUID ASSETS 7. 8. NON-MARKETABLE SECURITIES (list below) 9. **REAL ESTATE OWNED (list below)** 10. VESTED INTEREST IN RETIREMENT FUND **\$** 11. NET WORTH OF BUSINESS OWNED \$\_\_\_\_\_ 12. AUTOMOBILES/PLEASURE BOATS (list below) 13. MARKET VALUE OF FURNITURE & PERSONAL PROPERTY 14. NOTES RECEIVABLE **\$**\_\_\_\_\_ 15. OTHER ASSETS (explain below) 16. TOTAL ASSETS (explain below)

<sup>\*\*</sup>Please number explanatory material to correspond to numbers on this statement under the notes section\*\*

## ESTIMATED BALANCE SHEET FOR LAST DAY OF MONTH FOLLOWING CLOSING ON APARTMENT

	<u>LIABILITIES</u>	
17.	INSTALLMENT DEBT PAYABLE (list below)	\$
18.	OTHER UNSECURED LOANS (list below)	\$
19.	REAL ESTATE LOANS & MORTGAGES (list below)	\$
20.	AUTOMOBILE/BOAT LOANS (list below)	\$
21.	OTHER SECURED LOANS (list below)	\$
22.	OTHER LIABILITIES (explain below)	\$
23.	TOTAL LIABILITIES	\$
24.	NET WORTH (assets minus liabilities)	\$

\*\*NOTES\*\*

### PROJECTED MONTHLY CASH FLOW STATEMENT –

A. MONTHLY INFLOW	B. MONTHLY OUTFLO
1. Net monthly salary	1. Monthly maintenance
(supply latest two	on new apartment
Consecutive pay stubs.)	
2. Self-employed income (if	2. Monthly mortgage payment
more than 10% above 1/12	3. Monthly Assessment
IRS statement, explain below	4. Monthly utilities: gas,
	electric and phone
3. Dividends and interest	5. If owner of other
(reference asset from	property (Page 8)
latest quarterly statement)	
4. Rental income, if any	6.Garage
(reference real estate	5
#9 and submit signed	7. Estimated monthly
lease copy.)	living expenses
5 Other menthly income	8. Other liabilities
5. Other monthly income (specify below, and	o. Other nabilities (reference liabilities
provide documentation	balance sheet and
if not already provided)	divide by 1/12)
OTAL MONTHLY INFLOW \$	9. TOTAL MONTHLY OUTFLOW \$
IF TOTAL MONTHLY OUTFLOW INFLOW (A6), PLEASE EXPLAIN F	(B9) IS GREATER THAN TOTAL MONTHLY BELOW HOW DEFICIT WILL BE MET.

I (We) represent(s) that the above statements and accompanying exhibits are true and correct. Verification may be obtained from any source named in the statements.

The undersigned Applicant(s) understand(s) that the consent of 750 Kappock Apartments Corp. is required for the proposed transfer of the proprietary lease and that the Board of Directors will rely on the information furnished above. It is also understood that the information requested is essential to the application because of the desire of the Cooperative to maintain a compatible group of residents in the building and to maintain the financial stability of the building. The Applicant(s) also agree to meet in person with representatives of the corporation. The Applicant(s) understand(s) that the cooperative corporation reserves the right to request further information.

750 Kappock Apartments Corp. its officers, agents and representatives, Board of Directors, and shareholders, shall have no liability with respect to any matter or concerning any act of the proposed Seller in connection with any contract contemplated herein. The Corporation and its agents make no representation with respect to the value of the stock or the proprietary lease of the individual apartment involved, nor any representation regarding the financial condition for the corporation or any recommendation to the prospective Purchaser with respect to the advisability of the purchase.

	Applicant's Signature
	Co-Applicant's Signature
Date:_	

#### **Credit Release Form**

# GOODMAN MANAGEMENT CO., INC. 5683 RIVERDALE AVENUE - SUITE 203 RIVERDALE, NY 10471

718-796-5022 FAX: 718-796-5026

APPLICANT	SPOUSE/ CO- APPLICANT
Name	Name
Date of Birth S.S. #	Date of Birth S.S. #
APPLICANT RESIDENCY	SPOUSE/ CO- APPLICANT
Present Address	Present Address:
Present Address:	Present Address:
Home Tel.:Monthly Rent:	Home Telephone: Monthly Rent:
Date From to Utilities Included?	Home Telephone: Monthly Rent: Date from to Utilities Included?
Present Landlord's Name:	Present Landlord's Name:
Landlord's Address: Zip: Zip:	Landlord's Address:  City:  State:  Zip:
Detay From	City: State: Zip:
Date: From to Landlord's Telephone #	Date: From to to
Landiord's Telephone #	Landiord's Telephone #
Has a Landlord ever sued for non-payment of rent or repossession?	Has a Landlord ever sued for non-payment of rent or repossession?
APPLICANT EMPLOYMENT	CO- APPLICANT EMPLOYMENT
Present Employer	Present Employer
Address	Present Employer
Address	Address
Tel #Supervisor	CityStateZip           Tel #Supervisor
Position Annual Salary	PositionAnnual Salary
Employment Date: From to	Employment Date: From to
Previous Employer	Previous Employer
(If less than 1 yr)	(If less than 1 yr)
Address	Address
CityStateZip	CityStateZip
Tel # Supervisor	Tel # Supervisor
Position Annual Salary	Position Annual Salary
Employment Date: From to	Employment Date: From to
Other Monthly IncomeSource	Other Monthly IncomeSource
(Alimony, Assets, Child Support, Social Security,	(Alimony, Assets, Child Support, Social Security,
Unemployment, Veterans Supplement, etc.)	Unemployment, Veterans Supplement, etc.)
Onemployment, veterans supplement, etc.)	Onemployment, veterans supplement, etc.)
B 10 11 11 11 11 11	
Proposed Occupants including children (other th	
Name Date of Birth	Relationship to Applicant Income (if applicab
	viceman?
This application is made subject to the approval	l of
ay be without designating cause be disproved by them, it being agreed the	hat any such disproval shall not be considered a reflection upon the applicant. The
	landlord. The truth of the information contained herein is essential and if the
	misleading it shall be considered that any lease granted by virtue of this applicat
	, Inc. to use any consumer reporting, credit bureau, or other investigative agencial other data obtained from me or from any other person pertaining to my employm
	ristics. And mode of living, to obtain a consumer report and such other credit
ation which may result thereby and to disclose and refurnish such inform	mation to the owner/agent listed above in support of this application. I have been
	act to make a written request, within reasonable time, for a complete and accurate
ure of the nature and scope of any investigation	
G* 4 6 1 1 .	
Signature of Applicant	Signature of Co- Applicant

## **EMERGENCY CONTACT FORM**

HOME NUMBER	
*between the hours of*	and
WORK NUMBER	
*between the hours of*	and
ALTERNATE ADDRESS	
EMERGENCY CONTACT	•
Name:	
Relationship	
Address:	
Phone:	
*between the hours of *	and

Building A	Address:		Exhibit B	
Apt:				
COOPERATIVE SALES				
LI	EAD WARNING S	TATEMENT-CONTRACT	S OF SALE	
present exposure to lead from lead children may produce permanent n impaired memory. Lead poisoning a to provide the buyer with informati	based paint that may p beurological damage, inc also poses a particular ris ion on lead-based paint h	lace young children at risk of develouding learning disabilities, reduced to pregnant women. The seller of a nazards from risk assessments or insp	prior to 1978 is notified that such property may oping lead poisoning. Lead poisoning in young intelligence quotient, behavioral problems, and my interest is residential real property is required pections in the seller's possession and notify the paint hazards is recommended prior to purchase.	
DISCLOSURE OF I		N LEAD-BASED PAINT A HAZARDS LLER/PURCHASER	ND/OR LEAD BASED PAINT	
Seller's Disclosure	52			
	paint and/or lead-based p	aint hazards (Seller (s) to initial (i) or	(ii) below:	
(i)Known lead-based paint and/or lead-based paint hazards are present in the Unit and/or common areas (explain).				
(ii) Seller has no	knowledge of lead-base	d paint and/or lead-based paint hazard	ds in the Unit and/or common areas.	
(b)Records and reports ava	ailable to the Seller (Selle	er (s) to initial (i) or (ii) below):		
(i) Seller has provided the Purchaser will all available records and reports pertaining to lead-based paint and/or lead based paint hazards in the Unit and/or common areas (list documents below).				
•			based paint hazards in the Unit and/or common	
Purchaser's Acknowledgement (P	urchaser (s) to initial (c)	(d) and (e) and check wither (i) or (ii	) below:	
(c)Purchaser has received of	copies of all information	listed above.		
(d)Purchaser has received to	the pamphlet Protect You	r Family from Lead in Your Home.		
(e)Purchaser has (check (i)	or (ii) below:			
	0 day opportunity (or othead-based paint.	ner mutually agreed upon period) to c	conduct a risk assessment or inspection for the	
(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 (Broker) Acknowle	edgement (Agent (A	All Broker) to initial (f) belo	w):	
(f)Agent (All Brokers) has independent responsibili		ne Seller's obligation under 42 U.S.C	. 4852d and is aware of Agent's (All Brokers)	
Certification of Accuracy				
The following parties have reviewed true and accurate.	1 the information above a	and certify, to the best of their knowle	edge, that the information they have provided is	
Seller	Date	Purchaser	Date	
Seller	Date	Purchaser	Date	

Agent (Broker)

Date

Date

Agent (Broker)



**TO:** All Shareholders, 750 Kappock Apartments Corp.

750 Kappock Street

**DATE:** February 23, 2011

**RE:** Extermination Procedure, Move-In/Out

In order to keep our building bedbug-free, and to prevent them from traveling into the building during changes in occupancy, we have implemented the following procedure, effective immediately. This policy is now included in the Resale and Sublet applications.

#### **RESALES**

- After moving out but prior to closing, the seller will schedule at the seller's expense a bedbug inspection of the apartment by the building's exterminator. A copy of the inspection report must be provided to the Managing Agent prior to closing.
- Within ten days of moving into the apartment, the buyer will schedule at the buyer's expense a bedbug inspection of the apartment by the building's exterminator. A copy of the inspection report must be provided to the Managing Agent.
- Inspection fees not paid in full prior to the time of the closing will be collected at the closing. Extermination costs not paid in full prior to the closing, will also be collected at the time of closing.

#### **SUBLETS**

- After moving out but prior to the sub-lessee moving in, the shareholder will schedule at the shareholder's expense a bedbug inspection of the apartment by the building's exterminator. A copy of the inspection report must be provided to the Managing Agent prior to the sub-lessee moving into the apartment.
- Within ten days of moving into the apartment, the sub-lessee will schedule at the sub-lessee's expense a bedbug inspection of the apartment by the building's exterminator. A copy of the inspection report must be provided to the Managing Agent.
- All inspection costs must be paid in full as a condition of sublet. Proof of payment must be submitted with the sublet application. Extermination costs will be billed to the shareholder of record as they are incurred.

#### **GENERAL**

- If the building's exterminator confirms bedbugs in the apartment, the shareholder of record at the time the bedbugs are detected has the financial responsibility for their extermination.
- To ensure quality control no exterminator other than the building's approved exterminator will be used to inspect and treat for bedbugs for the purposes of this policy.

If you have any questions on this topic or any other matter related to the building's administration please do not hesitate to contact me with a phone call to 718-796-5022, extension 10.

Thar	ık you.
By:	
	Richard Goodman, Managing Agent

# GLENBRIAR RESIDENTS' MANUAL REVISED MARCH 14, 2012

#### MAINTENANCE PAYMENTS & LATE CHARGES

All payments are due on the first day of the month. Payments received by the Managing Agent after the 10th day of the month will be subject to a progressive late fee on the unpaid balance starting from the first of the month, first month \$25.00, second month \$50.00, third month \$100.00 and thereafter. No apartment sale or sublet will be considered for approval if payments are not current. After two (2) months, dispossess procedures will be initiated. Interest, costs and attorney's fees will be charged to the delinquent shareholder.

#### REPAIR AND SERVICE REQUESTS

In order to request maintenance services, you are required to use a "Service Request Form" which can be obtained from the Doorman or submit through Building Links. Please return form to Doorman for delivery to Superintendent.

#### ALTERATION OR RENOVATION OF APARTMENT

Alterations may only be undertaken upon the written approval of the Managing Agent. Shareholders wishing approval should contact the Managing Agent about completing the appropriate forms and submitting the detailed plans for approval, including copies of all contracts for the proposed work. Depending on the cost of alteration and scope of work, a deposit will be placed in an escrow account until alteration is completed.

The contracts should include a description of the work to be done, the price, the approximate starting date, completion date and evidence that the contractor or person performing the work has adequate insurance. Such insurance must name 750 Kappock Apartments Corp, the Managing Agent and your name as additional insured parties. These contracts should hold all parties harmless and provide indemnity to all parties.

The performance of any work or on behalf of a Shareholder in the apartment must be in accordance with all applicable codes, rules, regulations and/or permits. Shareholders must sign a form of Alteration Agreement in favor of the Corporation prior to the commencement of any work. Further, Shareholders cannot install any appliance which will overload the existing wires or equipment in the building. Alterations involving plumbing, electrical and wall removal will require the application to go to the building's engineer for approval. The apartment resident will be billed if any engineering costs are accrued. Renovation to change bathroom wall tiles will also include the changing of hot and cold water branch lines and control valves. Renovation to change a bathtub will require the shareholder to gain access to the apartment below to allow the trap and piping to be replaced. Obtaining permission from the shareholder of the apartment below and all required protective plumbing and restoration work will be the full responsibility of the shareholder performing the bathtub replacement work. If the shareholder in the apartment below refuses to allow piping work, permission to replace the bathtub will be withheld. Please note, the Superintendent will not be responsible to maintain new equipment in bathroom or kitchen, for example, new faucets, valves, shower body, etc.

If proper approval is not received, workmen and supplies will be prohibited from entering the building.

Work will be performed between 9:00 am and 5:00 pm, Monday through Friday (excluding Holidays). This includes construction, plumbing, electrical work or any work that could otherwise disturb other residents.

The shareholder will be responsible for the safe and clean removal of all debris and work materials from the renovated site. The Superintendent will supervise all work covered by the alteration agreement.

Access to the work area will be provided to the Managing Agent for the inspection of the work at anytime. All coop owners are responsible for any unapproved alterations done in their apartments and the correction thereof. The Superintendent will inspect all apartments for sale before their closings.

#### **MOVING IN AND OUT**

All residents moving in or out must notify the Managing Agent in advance of the scheduled move. In addition, the Superintendent must be contacted. Moving in or out will not be permitted to start until 9:00 am and must be completed by 5:00 pm, Monday through Friday (excluding Holidays). All people moving in or out must deliver to the Agent a certified or cashier's check for \$1,000 payable to 750 Kappock Apartments Corp. to be held in escrow as security for any damages incurred moving in or out of the building. In order to keep our building bedbug-free, and to prevent them from traveling into the building during changes in occupancy, we have implemented the following procedure, effective immediately. This policy is now included in the Resale and Sublet applications.

#### **RESALES**

- After moving out but prior to closing, the seller will schedule at the seller's expense a bedbug inspection of the apartment by the building's exterminator. A copy of the inspection report must be provided to the Managing Agent prior to closing.
- Within ten days of moving into the apartment, the buyer will schedule at the buyer's expense a bedbug inspection of the apartment by the building's exterminator. A copy of the inspection report must be provided to the Managing Agent.
- Inspection fees not paid in full prior to the time of the closing will be collected at the closing. Extermination costs not paid in full prior to the closing, will also be collected at the time of closing.

#### **SUBLETS**

- After moving out but prior to the sub-lessee moving in, the shareholder will schedule at the shareholder's expense a bedbug inspection of the apartment by the building's exterminator. A copy of the inspection report must be provided to the Managing Agent prior to the sub-lessee moving into the apartment.
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- All inspection costs must be paid in full as a condition of sublet. Proof of payment must be submitted with the sublet application. Extermination costs will be billed to the shareholder of record as they are incurred.

#### **GENERAL**

- If the building's exterminator confirms bedbugs in the apartment, the shareholder of record at the time the bedbugs are detected has the financial responsibility for their extermination.
- To ensure quality control no exterminator other than the building's approved exterminator will be used to inspect and treat for bedbugs for the purposes of this policy.

#### SALE OF APARTMENTS AND GARAGE SPACES

Shareholders wishing to sell their apartment and/or garage spaces should contact the Managing Agent for the procedures, documents and necessary information required by the Board of Directors. The buyer is permitted to finance no more than 75% of the gross purchase price. A non-refundable application fee of \$350 shall be paid to the Co-op by prospective buyers when filing for the purchase of an apartment. This amount is in addition to the processing fee of \$400.00 charged by the Managing Agent.

#### **BUILDING FIRE SAFETY**

Smoke alarms/carbon monoxide detectors have been installed in apartments and should be kept fully operable by installing fresh batteries as per the manufacturers' specifications. Batteries are the responsibility of the Resident. It is suggested that they be changed annually when daylight savings time goes into effect.

All hallways, stairwells and exits must be kept clear at <u>all</u> times. Residents must not place any items in these areas. It is a violation of the <u>law</u> to have these areas obstructed for even a short period of time.

The New York City Fire Department has promulgated legislation which includes a Fire Safety Notice to be installed on the inside of each apartment entrance. Building fire codes and safety requirements are also posted on the bulletin board on the lobby level.

#### **HOUSE RULES**

- 1. The public halls, stairways and lobby of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building.
- 2. Children shall not play in the lobby, public halls, laundry room, stairways, landscaped grounds, and elevators, or on the roof of the building.
- 3. No recreational activities are allowed on the landscaped grounds.
- 4. No decoration of public space or placing of any objects in hallways is permitted.
- 5. No Lessee shall make 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 permit to be operated a stereo, radio or television in such Lessee's apartment between the hours of 11:00 o'clock pm and the following 8:00 o'clock am 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 9:00 o'clock am and 5:00 o'clock pm.
- 6. Unless expressly authorized by the Managing Agent, the floors of each apartment must be covered with rugs or carpeting including proper matting or equally effective noise-reducing material, to the extent of at least 80 percent of the floor of each room except kitchens, pantries, bathrooms and closets.
- 7. No article, such as doormats, umbrellas, shoes, rubber boots, or sleds shall be placed in the halls or on the staircase landings or elevators, nor shall anything be hung or shaken from the doors, windows, terraces, balconies or roofs or placed upon the window sills or ledges of the building. No bicycles, scooters, strollers, baby carriages or other wheeled items shall be allowed to stand in the halls, passageways, or other public areas of the building. Anything left outside an apartment is subject to removal by building personnel.
- 8. Building notices shall be exhibited on building bulletin boards. Nothing shall be taped or adhered to apartment doors. Decorations in public areas are the sole prerogative of the Board of Directors.
- 9. All apartments are considered to be used for private dwellings only, except for those specified as professional apartments in the certificate of occupancy.
- 10. Messengers and tradespeople shall use such means of ingress and egress as shall be designated by the board or the managing agent.
- 11. Except for posted parcels and food deliveries, all other items of every kind must be delivered through the service entrance to the building.

- 12. Compactor rooms must be kept empty of all non-recyclable garbage and refuse except for newspapers and recycling bins. All non-recyclable garbage must be disposed of in compacting chutes in tied plastic bags. If non-recyclable garbage or refuse does not fit down the chutes, it must be brought down to the main compactor room in the basement. All corrugated boxes should be collapsed and taken to the basement compactor room.
- 13. No resident shall hire or utilize the services of any building employee for private business during that employee's workday.
- 14. All pets must be curbed off our property and must be kept off the landscaped grounds. Dogs must be kept on a short leash at all times when out of the owner's apartment and in the public areas of the cooperative.

Pets are not to be left on terraces unattended. No pets are permitted in the laundry room. Clean up of pets' accidents in a public area is the responsibility of the caretaker. Damages caused by pets to property and/or persons are the sole responsibility of the pet owner who shall pay for damages caused by the pet.

Hired dog walkers will be permitted to enter or exit the building with one dog at a time using the Kappock Street exit only.

- 15. No vehicle belonging to a resident or to a member of the family or guest, subtenant, or employee of a resident shall be parked in such a manner as to impede or prevent ready access to the entrance of the building by another vehicle.
- 16. Vehicles shall not idle in front of the building or be left unattended. Delivery vehicles are permitted as long as they are not blocking other vehicles.
- 17. No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale or tag sale be held in any apartment without written consent of the board and its managing agent. Rules for these events must be obtained from the managing agent. Resident is responsible for strict adherence to said rules.
- 18. Complaints and questions regarding the service of the building shall be made in writing to the managing agent with a copy sent to the board.
- 19. No charcoal or gas barbecue grill or cooking fire of any kind is permitted on any terrace. Use of such equipment violates existing fire laws.
- 20. The managing agent, and any other contractor or workman authorized by said agent, 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 managing agent takes measures to control or exterminate said vermin, the cost thereof shall be payable by the resident.
- 21. The use of clothes washing machines within individual apartments is prohibited.
- 22. Terrace enclosures are permitted as long as they conform to Co-op's engineering plans. The terrace floor must be accessible for inspection.

- 23. Plants are allowed on terraces as long as they are hung inside the railing. They must be carefully maintained to prevent moisture damage to terrace floor. Painting of terrace walls is not permitted.
- 24. All residents and shareholders must retain homeowner's insurance to protect themselves and their apartment.
- 25. The top of the garage is not a public area, and no use thereof of any kind whatsoever is to be made by tenants or others (except for the designated portions of the roof that form a part of the terrace area assigned to apartments # 101 and # 115 respectively). Tenants shall be responsible that their children, guests and others comply fully with this rule.
- 26. No bicycles, scooters, roller blades, in line skates etc. are permitted in the lobby. Persons using this type of wheeled sports equipment shall enter and exit through the Kappock Street exit on the garage level.
- 27. All cars belonging to garage space owners must exhibit a decal and have car's description registered with the Agent. (see Garage Rules)
- 28. Anyone defacing the building or its contents will be held responsible for the repair or replacement of such property.
- 29. Shareholders have the right to sublet their apartments for one year with Board approval, provided they had resided in the apartment for at least two years prior to such sublet. At the end of the year, the Board of Directors will decide whether to extend the sublet for one additional year. A monthly sublet fee equal to 10% of the rent charged will be charged to the shareholder. If the lessee sublets and should default in the payment of any rent, the lessor shall receive from the subtenant the rent due. Sublettors are prohibited from having dogs. Shareholders who sublet their apartment must supply the equivalent of three months maintenance as a security deposit prior to the beginning of the sublease.
- 30. Shareholders should leave a copy of their apartment keys with the Superintendent who will place them in a special "Lock-Box". If the shareholder does not comply, he or she will be responsible for any damage done to the apartment door in order to gain entry in an emergency.
- 31. Residents of apartments are restricted to ownership of no more than one dog.
- 32. No radio or television aerial, satellite dish, etc. shall be attached to or hung from the exterior of the building.
- 33. A \$175 document fee is charged for items such as replacing a lost stock certificate, name changes, refinancing, alteration agreements, sublets, etc.
- 34. The Coop is not responsible for any package or other items held by building personnel. Stickers are placed on the mailboxes for those tenants receiving packages.
- 35. Members of the Board of Directors must be resident shareholders.
- 36. Elevator number two (next to Apartment #101) has been designated as a "service elevator" for all construction material, move-ins, furniture delivery etc.

- 37. The carts in the laundry room are to be used only in that designated area. They are <u>not</u> to be removed from the room.
- 38. Residents should not feed squirrels, birds or any other wild animals from window sills, terraces, and other public areas since it can create health problems for other residents in the building.
- 39. Access to the roof is not permitted.
- 40. All residents must subscribe to Cablevision under the current contract.
- 41. Resolved, that, except as otherwise provided in paragraph 38 of the Proprietary Lease, no Lessee shall be permitted to transfer or assign an apartment unless such Lessee shall first have physically resided in that apartment for a period of not less than one (1) year.
- 42. The Board of Directors may impose appropriate penalties for violation of any of these House Rules, including reimbursement of expenses incurred.
- 43. Failure to pay any fee required under rules promulgated by the Board of Directors results in a lien on the shares allocable to that apartment.
- 44. Only an individual or individual (s) or a trust created by shareholder (s) can be owners of shares in the cooperative.
- 45. If residents fall behind in apartment maintenance for one month, they will be subject to losing their bin rental.
- 46. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors. Any consent or approval given under these House Rules by said Board shall be revocable at any time.

#### **GARAGE RULES**

- 1. Each owner has registered one car for each space owned. If the registered car needs to be repaired and a replacement car needs to be used, a temporary decal will be issued. Notify the attendant.
- 2. All cars must have numbered decals. If a new decal is needed, please notify the manager of the garage. If a new car has been purchased, a new registration form must be completed so that a new decal can be issued.
- 3. Keys for all cars must be held by the garage attendants.
- 4. Upper level owners who voluntarily move to the lower level forfeit their rights to upper level parking.
- 5. The owner is responsible for the total monthly garage bill including the monthly surcharge for upper level parking, regardless of whether spot is sub-leased.
- 6. When a garage space owner's automatic door opener malfunctions so that the owner is unable to drive into the garage, the space owner must notify the doorman who will identify the owner as a resident and direct garage personnel to open the garage door.
- 7. To enhance security, residents who arrange for guest parking must notify the doorman in advance of the anticipated time of arrival. Guests should first drive to the front of the building and announce themselves to the doorman. The doorman will notify the garage personnel who will then open the garage door.
- 8. Only guests of residents wishing to park overnight will be limited to space availability and not to exceed three cars. Daytime visitor parking is allowed. Rates determined by Garage Manager.
- 9. Only garage space owners shall be in the possession of an automatic garage door opener. If his or her space is sublet, the owner will provide his opener to the sublessee.
- 10. The Corporation shall not be responsible for any damage to any automobile. Persons parking in the garage shall hold harmless the Corporation and any employees for any injury or damage to person or property as well as for the loss, theft or damage to any property. Any loss should be claimed against the person's personal insurance carrier.
- 11. Only four (4) wheeled motor vehicles are allowed.
- 12. Non-residents are not permitted to sublet or own a space in the garage.
- 13. Car washes are available to lower garage space owners at a cost set by the manager. On upper level, only the registered car will be washed. All car washing is done only by the attendant.
- 14. A special sublease form is available from the Managing Agent for any garage space owner who wishes to sublease his or her space. A monthly garage sublet fee will be charged to the owner. The Managing Agent will maintain a list of names of those interested in subleasing or purchasing a garage space.

- 15. All cars parked in the garage must be in an operable condition.
- 16. Lower garage space owners are not to park their cars in the center when a space along the wall is available.
- 17. After October 1, 2011, and thereafter, all new residents will be subject to regulation of dimensions of garaged vehicles. Vehicles whose length is in excess of 197 inches and or width in excess of 75 inches will be subject to \$50.00 per month surcharge. All existing over sized vehicles are grandfathered. Any vehicles registered after October 1, 2011 will be subject to the new regulations and surcharge.
- 18. Any unauthorized automobile or other vehicle parked in the garage will be towed without notice and the cost billed to the Leasee.

#### 750 KAPPOCK STREET CORP.

## RECYCLING-TRASH DISPOSAL PROCEDURES FOR COMPACTOR ROOMS

GREY CONTAINERS  MIXED PAPERS	BLUE CONTAINERS RINSE CLEAN: METAL, GLASS & PLASTIC	SINK PRINTED MATERIAL
***YES***	***YES***	***YES***
Paper and envelopes, junk mail, bills, wrapping paper, paper bags, smooth cardboard, white or colored paper	Milk & juice cartons, Plastic & glass bottles, Metal cans, Aluminum foil wrap & trays (cleaned) Small household metal items	Soft cover books, Newspapers, magazines, catalogues and telephone books
*** <b>NO</b> ***	***NO***	*** <b>NO</b> ***
Soiled paper cups and plates, Napkins, paper towels or tissues, plastic or waxed-coated paper	Styrofoam food containers, plastic bags, wrap, utensils, plates, cups, and window glass	Hardcover books