

THE CONSULATE ON THE PARK CONDOMINIUM

CHECK LIST FOR SALES APPLICATION

To sell a unit in accordance with the requirements of the Condominium By-Laws:

1. Please read a copy of the Condominium Rules and Regulations. (Included). These are for you to keep. Please don't return them to management.
2. Complete the "Parking Assignment", "Moving Permit Form" and "Lead Disclosure Form" included in this application and have both parties sign where applicable.
3. PLEASE NOTE THAT FOR A SALE "THE APPLICATION IS TO BE SUBMITTED ONE (1) MONTH PRIOR TO MOVE IN DATE FOR APPROVAL".
4. Proof of Homeowner's insurance for the prospective purchaser is required.
5. Submit to **Stillman Management** at 440 Mamaroneck Avenue Ste. S-512 Harrison, NY 10528

❖ Completed application and moving permit, release form, lead disclosure form, proof of homeowner's insurance evidence.

❖ A copy of the Contract of Sale.

NOTE: ALL CHECKS MUST BE CERTIFIED, MONEY ORDERS OR ISSUED BY THE CURRENT OWNER.

PERSONAL CHECKS FROM THE BUYER WILL NOT BE ACCEPTED.

LIST OF FEES REQUIRED FOR SALE APPLICATION PROCESS

❖ **Application Fees:**

- ❖ \$175.00 — Payable to the Consulate on the Park
- ❖ \$175.00 — Payable to Stillman Management, Inc.

❖ **Moving Fees: Payable to Consulate on the Park**

- ❖ \$250 — Check for a move-in/move-out security deposit for damage to Condominium property (Refundable when moving out)
- ❖ \$100 — Moving Permit (Non-refundable)

IMPORTANT- Every purchaser will be required to pay 2 months common charges payable to The Consulate on the Park – Condominium Board in a separate check as a contribution to the Reserve Fund.

6. After the Board of Managers grants the waiver, the new owner or tenant should call Bill the Superintendent at (914) 961-5711 to schedule their move-in and move-out. This is necessary so that the moving does not occur at hours that inconvenience other residents and so that the gatehouse attendant can be instructed to admit the movers to the ground, and protective padding can be placed in the elevator. **PLEASE TAKE NOTE THAT NO PERSON WILL BE ALLOWED TO MOVE IN WITHOUT FIRST SUBMITTING A MOVING PERMIT.**

Instructions for moving in are also included in this package.



ONE CONSULATE DRIVE • TUCKAHOE, NEW YORK 10707 • (914) 961-5711

MOVING-IN and MOVING-OUT REGULATIONS FOR OWNER OCCUPIED UNITS

1. All moves must be scheduled. Moves are permitted only during the hours of 9:00 a.m. to 5:00 p.m. Monday to Saturday. No moves on Sundays or legal holidays. Legal holidays are as follows: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. Furniture and appliance deliveries must also be scheduled in advance with the Managing Agent.

REASONS:

- a. Elevators must be protected by padding.
 - b. Common areas must be inspected for damage before and after
 - c. Moves must be controlled (time of day) so as to inconvenience to residents
2. The application for a moving permit must be made on the Consulate application form at least five business days before the move. Each application must contain the names and addresses and phone number of the owner and the mover.
 3. The owner of the unit will be charged a non-refundable fee of one hundred dollars (\$100.00) for the moving permit. The permit will be valid for one move only.
 4. A security deposit of two hundred fifty dollars (\$250.00) will be required from the person who is moving to protect the condominium against damage caused by moving. This deposit less the costs of repairs for damage caused by the move will be returned by the condominium after the posts-move inspection has been completed.
 5. The owner will be notified of the date and time when the inspection for damage will be made. He or she will be entitled to accompany the inspector. In the event of disagreement about damages, the decision of the Board of Managers will be conclusive.
 6. NO WAIVER OF THE BOARD'S RIGHT OF FIRST REFUSAL ON A SALE WILL BE GRANTED UNTIL THE FEES FOR THE MOVE OUT OF THE UNIT HAVE BEEN PAID IN FULL AND ALL OTHER PERTINENT REQUIREMENTS HAVE BEEN MET.
 7. Any move made without a permit or otherwise in violation of these regulations will be deemed a violation of the Rules and Regulations of the condominium and will subject the violator(s) to fines and other appropriate penalties needed for enforcement and the proper maintenance of the property, as determined by the Board of Managers.
 8. These regulations were approved unanimously by the Board of Managers on March 24, 1992, and become effective on May 1, 1992.

RELEASE

In connection with my application for rental/purchase of an apartment at the Consulate on The Park Condominium.

I understand that investigative background inquiries are to be made on myself, and/or my business, including credit, motor vehicle and other reports. These reports will include information as to my character, credit, and/or for termination of credit collection on any personal or business accounts. I understand that you will be requesting information from various Federal, State and other Agencies, which maintain records concerning my past activities relating to my credit, criminal, civil and other experiences.

I authorize without reservation, any party or agency contacted by this entity to furnish the above-mentioned information.

I hereby consent to your obtaining the above information from Experian and/or any of their licensed agents. I understand to aid in the proper identification of my file or records the following information, as well as other information, is necessary.

PRINT NAME: _____

S.S#: _____ DATE OF BIRTH: _____

CURRENT ADDRESS: _____

CITY/STATE/ZIP: _____

_____ YEARS WITH: _____

COMPANY NAME/EMPLOYER NAME (IF APPLICABLE)

COMPANY OR EMPLOYER ADDRESS

JOB TITLE: _____

APPLICANT'S SIGNATURE: _____

THIS FORM SUBMITTED TO: _____

(COMPANY OR ENTITY NAME)

APPLICATION FOR MOVING PERMIT

When completed and signed by a Management Officer, this permit is valid for a move ONLY on the date and at the time specified. Changes must be rescheduled. Please print legibly all information in Part A, and then sign.

PART A

1. I (we) hereby apply to move INTO OUT OF (select one)

Unit _____ in Building _____

Requested Date of Move: _____ Time: _____

2. Name of Seller or Landlord (circle one) : _____

Forwarding home address: _____

Phone: _____ Email: _____

3. Name of Unit Purchaser or Tenant (circle one): _____

Address: _____

Phone: _____ Email: _____

Name of Mover: _____

***** Provide Certificate of Insurance (COI)

Address: _____

Phone: _____ License No. _____ Issued by: _____

4. I (we) understand and accept that this move is made subject to the Rules and Regulations of The Consulate on The Park Condominium and that I am (we are) responsible for any damage to Consulate property.

Tenant/Buyer signature: _____ Date: _____

Landlord/Seller signature: _____ Date: _____

PART B (PERMIT TO MOVE)

Date Received: _____ All Fees Received: _____

Compliance with Regulations: _____

Comments: _____

Approved date of move: _____ Time: _____

Additional restrictions (if any) _____

Date and time of property inspections: _____

Before Move: _____

After Move: _____

Permit approved: _____ Date: _____

APPLICATION

PURCHASER NAME: _____

CO-PURCHASER NAME: _____

ADDRESS: _____

UNIT PURCHASING: _____

WORK # PURCHASER: _____ EMAIL: _____

WORK # PURCHASER: _____ EMAIL: _____

WHO WILL BE OCCUPYING: _____

PLEASE BE ADVISED THAT ALL PARTIES WHO WILL OCCUPY THIS UNIT MUST BE LISTED OR THERE WILL BE A FINE OF \$300.00 AND AN ADDITIONAL FEE PER PERSON PER MONTH, WHICH WILL APPEAR ON YOUR COMMON CHARGES. THE ADDITIONAL FEE IS \$150.

NAME AGE RELATIONSHIP TO PURCHASER
EMERGENCY#: _____

NAME AGE RELATIONSHIP TO PURCHASER
EMERGENCY#: _____

NAME AGE RELATIONSHIP TO PURCHASER
EMERGENCY#: _____

PARKING SPACE ASSIGNMENT

WHEREAS, _____ and _____ ("Seller")
has this day executed a Condominium Unit Deed for Unit No. _____ at The
Consulate on the Park Condominium to _____ and
_____ ("Purchase"); and

WHEREAS, Seller represents that it is a successor in interest to the Sponsor,
Dominion Mortgage & Realty Trust and has received the grant of an exclusive and
irrevocable right to park a vehicle on vehicle in Garage Building ____ North/South,
Space No. ____; outdoor space No. _____.

NOW, THEREFORE, it is hereby agreed as follows:

1. For valuable consideration, receipt of which is hereby acknowledged,
Seller hereby assigns to Purchaser all rights and privileges as are vested in Seller to park
one vehicle in Garage Building _____, North/South, Space No. ____; outdoor
space No. _____.

2. The rights herein granted to Purchaser by the Seller are assignable, but
only to a subsequent purchaser of the above Condominium Unit or to another owner of
a Condominium Unit at The Consulate on the Park Condominium.

3. Purchaser hereby agrees to be bound by and to comply with any and all
rules and regulations governing the use of the parking space herein as the
Condominium Board may enact from time to time.

4. In the event of Purchaser's default in the payment of Common Charges,
or the default in the performance or observation of any rule or regulation governing the
use of the parking space herein, all rights granted to the Condominium Board shall
extend to and include this Agreement, including but not limited to foreclosure, loss of
parking privileges and removal from the parking space.

This assignment entered into this _____ day of _____, 20_____.

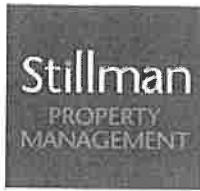
Seller

Seller

Purchaser

Purchaser

INCLUDE THIS SHEET WITH YOUR APPLICATION



440 Mamoroneck Avenue
Suite S-512
Harrison, NY 10528
T: 914.813.1900
F: 914.813.1919
www.stillmanmanagement.com



THE CONSULATE ON THE PARK CONDOMINIUM

Please be advised that the Power of Attorney is included in this application as a courtesy and it is also in the Offering Plan, you will need to keep a copy for the closing.

Please provide the following information with your application in order to send the information regarding the Right of First Refusal for closing:

Seller's Attorney

Name: _____

Phone Number: _____

Fax Number: _____

Email: _____

Buyer's Attorney

Name: _____

Phone Number: _____

Fax Number: _____

Email: _____

SUBMIT THIS SHEET WITH YOUR APPLICATION

POWER OF ATTORNEY

Terms used in this Condominium Unit Power of Attorney which are used (a) in the Declaration establishing a plan for condominium ownership of the premises known as The Consulate on the Park Condominium and by the street numbers 1-4 Consulate Drive, Tuckahoe, New York under Article 9-B of the Real Property Law of the State of New York, dated June 22, 1984, and recorded in the Westchester County Clerk's office on June 27, 1984, in Liber 7933, page 67 ("Declaration"), or (b) in the By-Laws of The Consulate on the Park Condominium (the "By-Laws") attached to, and recorded together with, the Declaration, shall have the same meanings in this Power of Attorney as in the Declaration or the By-Laws.

The undersigned, the owner(s) of Unit No. in the Building known as and by the street number Consulate Drive, Village of Tuckahoe, Town of Eastchester, County of Westchester and State of New York, designated and described as Unit No. in the Declaration dated June 22, 1984, in Liber 7933, at page 67, establishing a plan for condominium ownership of said Building and the land on which it is erected, being known as The Consulate on the Park Condominium (hereinafter referred to as the "Condominium") and on the Floor Plans on file in said County Clerk's Office as Map No. 21610, as amended by Map No. 21701, does hereby nominate, constitute and appoint the persons who may from time to time constitute the Board of Managers of the Condominium (hereinafter referred to as the "Condominium Board"), jointly, true and lawful attorneys-in-fact for the undersigned, coupled with an interest, with power of substitution, in their own names as members of the Condominium Board or in the name of their designee, corporate or otherwise, on behalf of all owners of Units in said property, in accordance with their respective interests in the Common Elements, subject to the provisions of the By-Laws then in effect including any required approval by Unit Owners, (1) (a) to acquire title to or lease any Unit, together with its Appurtenant Interests, from any Unit Owner desiring to sell, convey, transfer, assign or lease the same, (b) to acquire title to any Unit, together with its Appurtenant Interests, whose owner elects to surrender the same pursuant to the By-Laws, (c) to acquire title to any Unit, together with its Appurtenant Interests, which becomes the subject of a foreclosure or other similar sale, on such terms and (with respect to any transfer under (a) or (c) above) at such price or at such rental, as the case may be, as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease, mortgage or otherwise deal with (but not to vote the interest appurtenant thereto) any such

BRING THIS TO CLOSING

Unit so acquired by them, or to sublease any Unit so leased by them, on such terms as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present and (2) to execute, acknowledge and deliver (a) any declaration or other instrument affecting the Condominium which the Condominium Board deems necessary or appropriate to comply with any law, ordinance, regulation, zoning resolution or requirement of any government or public authority applicable to the maintenance, demolition, construction, alteration, repair or restoration of the Condominium or (b) any consent, covenant, restriction, easement or declaration, or any amendment thereto, affecting the Condominium or the Common Elements, that the Condominium Board deems necessary or appropriate.

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

This Power of Attorney shall be irrevocable and shall not be affected by the subsequent disability or incompetence of the undersigned.

IN WITNESS WHEREOF, the undersigned has/have executed this Power of Attorney this _____ day of _____, 198 .

STATE OF NEW YORK

SS:

COUNTY OF WESTCHESTER

On this _____ day of _____, before me, the undersigned, 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 the within instrument and acknowledged to me that he/she/they executed the same in his/her/their 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.

Signature and the office of
individual taking acknowledgment

KEEP THIS SHEET FOR YOUR RECORDS

CARBON MONOXIDE ALARMS

PLEASE NOTE: RULES AND REGULATIONS OF THE STATE OF NEW YORK IS AMENDED BY ADDING THAT CARBON MONOXIDE ALARMS ARE TO BE INSTALLED IN YOUR COOP OR CONDO PRIOR TO SELLING. THE REQUIRED LOCATION OF THE CARBON MONOXIDE ALARMS ARE TO BE INSTALLED IN THE IMMEDIATE VICINITY OF BEDROOM(S) ON THE LOWEST FLOOR LEVEL OF THE COOP OR CONDO.

MEMORANDUM

DATE:

TO: ALL RESIDENTS AND UNIT OWNERS

FROM: THE BOARD OF MANAGERS

SUBJECT: RULES AND REGULATIONS

Attached for your reference is an updated copy of the Rules and Regulations for The Consulate on The Park.

The Board of Managers has devoted a considerable amount of time and effort in reviewing this material in order to provide you with an up-to-date reference that is specific, clear and concise.

As with any form of communal residence, it is only through everyone being aware of cooperating with and abiding by the "House Rules" that we can continue to make the Consulate a great place to live.

You are urged to retain this document for easy reference. Should circumstances require future updates or alterations only the appropriate page involved will be forwarded to you.



RULES AND REGULATIONS

Effective July 1, 2020
Amended May 1, 2023

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A. Introduction

In accordance with the Declaration and By-Laws of The Consulate on The Park Condominium (the "Condominium"), the following Rules and Regulations governing our community have been developed by the Board of Managers (herein "Board"). The Rules and Regulations are in effect until altered or repealed by the Board, and shall supersede all prior published Rules and Regulations and apply to and be binding upon all Residents, which includes Unit Owners and Tenants. Residents shall at all times abide by the Rules and Regulations herein, and shall use their best efforts to see that they are likewise observed by their families, guests, invitees, domestic employees, lessees and persons over whom they exercise control or supervision. Administrative fees may be levied for failure to comply with these Rules and Regulations, as prescribed in Article 2.8, Section 2.2 of the By-Laws.

It is the responsibility of the Board and the Managing Agent to administer and enforce the Rules and Regulations. However, it is the responsibility of each Resident to cooperate and adhere to the Rules and Regulations and Residents are encouraged to report any violations to the Property Manager. The Condominium's Managing Agent is:

Stillman Management, Inc.
440 Mamaroneck Avenue Suite S-512
Harrison, NY 10528
Tel: (914) 813-1900

The Managing Agent was selected by the Board to manage the Condominium and provide the support services we require. The Condominium's Property Manager is:

Sheronda Robinson
Phone: 914-813-1935
srobinson@stillmanmanagement.com

The Property Manager is the liaison between the Residents and the Board of Managers. When you need a question answered or a problem remedied, whether it's something that pertains to common areas, a question about available services, an interpretation of the Rules and Regulations or anything else that may come up, the Property Manager is who you should contact.

All suggestions, concerns, questions, and complaints shall be addressed to the Property Manager, preferably by the website (<https://www.consulateonthepark.org/>). Contact via email, in writing, or by phone should be used for extraordinary circumstances. The Property Manager will either take the necessary action or refer the matter to the Board.

B. Use and Appearance of the Common Areas

1. There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas without prior consent of the Board or the Managing Agent, except as provided for in these Rules and Regulations.
2. No garbage cans, bottles, mats, boots, clothes or other articles shall be placed in any part of the Common Areas nor shall any fire exit be obstructed in any manner.
3. No article shall be hung or shaken from any doors, windows, or terraces or placed upon the exterior window sills of the Buildings. No hall elevator or lobby of the Buildings shall be decorated or furnished by any Unit Owner in any manner. Seasonal decorations shall be restricted to the door of the Unit and hung appropriately. Such decorations should be removed promptly after the appropriate holiday. No decorations that create a safety hazard will be permitted.
4. Neither residents, children nor their guests shall play in the entrances, hallways, elevators, stairwells, lobbies, parking lot, roadway, or any landscaped areas.
5. Except as otherwise provided in the By-laws, no public hall, elevator or lobby of the Buildings shall be decorated or furnished by any Unit Owner in any manner.
6. No additional building or structure of any kind shall be placed or maintained on the Condominium property.
7. No bicycles, scooters, shopping carts, baby carriages or similar vehicles shall be taken into or out of the Buildings through the main entrance. Any of the above mentioned vehicles shall not be left in the public halls, passageways or other Common Areas of the Buildings. No motorized vehicles shall be taken into the Buildings, except for use by the disabled.
8. All service, delivery, and moving persons must use the service entrance. Trunks, heavy baggage, and furniture shall be taken in or out of the Buildings through the service entrance only. Any damage to the interior or exterior portion of the Buildings caused by the moving or carrying of articles shall be billed to and paid by the Owner of the Unit from which, or to which moving occurs.
9. Stairwell doors shall be kept closed at all times except when in actual use of entering or exiting the stairs.
10. No Resident shall install any exterior planting or alter any of the existing landscaping work including grass, trees, shrubs and flowers.

C. Units

1. Each Resident and Unit Owner shall keep his Unit in a good state of repair and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.
2. No window guards or window decorations shall be used in or about any Unit, except such as shall have been approved by the Board or the Managing Agent.
3. Unit Owners shall install and maintain in good operating condition, smoke and carbon monoxide detectors in each unit, in accordance with Village of Tuckahoe Fire Prevention and Protection requirements.
4. Washing machines and/or dryers are not permitted inside any Unit. Clothes and other articles shall not be dried or aired from windows or from the railings outside of the windows.
5. No radio or television satellite dish, antenna or mobile telephone or radio transmitting or receiving equipment shall be placed on, or hung from any portion of the exterior of the Buildings or upon the grounds of the Condominium property without prior written approval by the Board or the Managing Agent. Any request to install a satellite dish shall be subject to rules promulgated by the Board consistent with FCC Regulations.
6. No sign, notice, advertisement, or illumination shall be inscribed or exposed on or at any window or other part of the Buildings, except such as pursuant to the Declaration or the By-Laws nor shall anything be projected from any window of a Unit.
7. All radio, television, air conditioner, other electrical equipment or appliance of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the public authorities having jurisdiction, thereof, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, air conditioner or other electrical equipment or appliance in such Unit.
8. No Unit Owner or Resident shall make or permit any disturbing noises or offensive activity in the Buildings or in any Unit at any time of the day or do or permit anything to be done therein, which will unreasonably interfere with the rights, comforts or quiet enjoyment of other Unit Owners or Residents. No Unit Owner or Resident shall permit unreasonable cooking or other odors to escape into the Buildings. No Unit Owner or Resident shall play upon or suffer to be played upon any vocal or musical instrument, or operate or permit to be operated a stereo, television, loudspeaker or other sound amplification device in their Unit between 11:00 P.M. and the following 9:00 A.M., if the same shall disturb or annoy other occupants of the Buildings.

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9. No alteration, renovation, or construction may take place in or to a Unit without prior written approval by the Board or the Managing Agent and pursuant to such forms and information as the Board may require to be completed and provided, and further pursuant to any conditions the Board may make. No alteration, renovation, construction, repair work or other installation shall be conducted in any Unit except between the hours of 9:00 A.M. and 5:00 P.M., Monday through Saturday. No alteration, renovation, or construction may take place on a Sunday or legal holiday. Legal holidays are as follows: New Years Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. Violators are subject to the loss of their damage deposit.
10. Nothing shall be altered, constructed, or removed from any Unit to structurally change it without the prior written approval of the Board and pursuant to such forms and information as The Board may require to be completed.
11. Except in the case of an emergency, as to which no prior notice shall be required, the employees or agents of the Board or the Managing Agent thereof, and any contractor or workman authorized by the Board or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests, or to investigate, identify and repair anything in the Unit which is damaged or which is causing damage to the Unit, another Unit or the Common Elements and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests or repairing or causing to repair that which is causing such damage. Residents are encouraged to use the exterminator service provided by the Board, or use their own means of pest control.
12. The Superintendent shall be given a passkey to each Unit. If any lock is altered or a new lock installed, the Superintendent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner or Resident is not personally present to open and permit entry to his Unit at any time when an entry therein is necessary or permissible under the Rules and Regulations or under the By-Laws and has not furnished a key to the Superintendent, then the Board or the Managing Agent or their agents may forcibly enter such Unit without liability for damages or trespass. Any damages caused to the door or otherwise in order to gain entry shall be at the cost of the Unit Owner. If any key or keys are entrusted by a Unit Owner or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of The Condominium or the Managing Agent, whether for such Unit Owner's Unit, vehicle or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Board, Superintendent, or Managing Agent shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

KEEP THIS SHEET FOR YOUR RECORDS

13. Nothing shall be done or kept in any Unit or in the Common Areas, which shall increase the rate of insurance of the Buildings or contents thereof. No Unit Owner or occupant shall permit anything to be done or kept in his Unit or in the Common Areas of the Buildings that will result in the cancellation of insurance on the Buildings or which would be in violation of any law, code or municipal ordinance.
14. Unless expressly authorized in writing to the contrary by the Board, in each case 80% of the floor area of each Unit (excepting the kitchens, bathrooms and closets) must be covered with rugs, carpeting or noise reducing material and padding of sufficient quality to serve as an effective noise reducing barrier.
15. All Unit Owners must obtain and maintain comprehensive liability insurance covering their respective Unit(s) with minimum liability coverage of \$300,000.00 each. A written certification of insurance evidencing proof of current coverage must be delivered to the Managing Agent. **For new Unit owners, proof of insurance coverage shall be provided prior to or at closing.** Violators shall be subject to a \$100.00 administrative charge for every month adequate proof of insurance has not been provided to the Managing Agent. A violation occurring for part of a month shall be subject to the same charge.

D. Conduct of Unit Owners/Residents

1. No Resident or Unit Owner shall send any employee of the Condominium or of the Managing Agent out of the Buildings on any private business, nor shall any Resident or Unit Owner engage any employee to perform private repairs or business during said employee's scheduled workday.
2. No Resident or Unit Owner shall use abusive or discriminatory language, shall physically or sexually harass, strike, shout, kick or otherwise subject to physical contact or attempt or threaten to or engage in a course of conduct or repeatedly commit acts which shall reasonably alarm or annoy, any Employee, Managing Agent, or Contractor of the Condominium.
3. Residents, their families, guests, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Buildings.
4. No Resident or any of his agents, employees, licensees or visitors shall at any time bring into or keep in the storage unit, garage or parking space any poisonous, toxic, flammable, combustible or explosive fluid, material, chemical or substance; nor shall any such persons at any time bring into or keep in his Unit any of the aforementioned substances, except as shall be necessary and appropriate for permitted household uses.
5. No open house or exhibition of any Unit or its contents shall be conducted, nor shall a garage sale or tag sale or an auction sale be held in any Unit.
6. In the event that any Unit is used for home occupation purposes that are permitted by law, in no event shall any patient, client or other invitee be permitted to wait in the lobby, public hallway or vestibule of the Buildings.
7. Residents must clean up any spillage or refuse caused by them or their pets within the Common Areas in order to maintain the appearance of the Common Areas.
8. The exterior of each Unit's door (glass and wood trim) shall be kept clean by the Resident thereof. If not, the door may be cleaned by an agent of The Condominium at the Unit Owner's expense.

E. Use Of Laundry Facilities

1. The washing and drying machines located in the laundry rooms of the Buildings shall be used in such a manner and at such times as the Board or the Managing Agent may direct. Laundry room hours are 7:00 A.M. to 11:00 P.M., Monday through Friday, and 8:00 A.M. to 11:00 P.M. on Saturday and Sunday. Equipment must be used according to posted regulations.
2. Laundry facilities are to be used on a first come, first served basis. Laundry must be removed promptly to allow others access. Residents have the right to remove laundry from washing machines or dryers if they have to wait more than 5 minutes for machines to be emptied.
3. Machines tubs, filters, sinks and dryers shall be cleaned after use.
4. There shall be no dyeing or tinting of clothes in the machines.
5. Laundry facilities are available for the exclusive use of Residents of the Condominium only.
6. The Laundry cart is to be kept at all times in the appropriate laundry room.

F. Moving

1. The Managing Agent must be notified in writing in advance of any planned move into or out of The Condominium. **A written permit must be obtained from the Managing Agent, filled out, and returned to the Managing Agent at least 3 business days prior to moving in or out. The Superintendent must be notified 48 hours prior to the move-in/out or permission will be denied.** Administrative fees and a \$100.00 moving fee and a damage deposit of \$250.00¹ must be paid to the Managing Agent in order to obtain a permit. Moving hours are 9:00 A.M. to 5:00 P.M., Monday thru Saturday. Moving is not allowed on Sunday or a legal holiday. Legal holidays are as follows: New Years Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. Violators are subject to the loss of their damage deposit.
2. Furniture and appliance deliveries must be scheduled in advance with the Superintendent. Such deliveries must be made using the service entrance.
3. The Unit Owner will be liable for The Condominium's cost to repair any damage to the Common Areas of the Buildings and grounds caused by the Unit Owner, its Tenants or their movers during the move.

¹ For Unit Owners, the damage deposit will be refunded if an inspection of the Common Areas of the Buildings and grounds reveals that no damage was caused by the Unit Owner or its movers during the move and that the move was made in accordance with the Rules and Regulations. For Renters, the damage deposit will be retained until the end of the lease, and will be refunded if an inspection of the Common Areas of the Buildings and grounds reveals that no damage was caused by the Renter or its movers during the move and that the move was made in accordance with the Rules and Regulations.

G. Dumpsters And Recycling

1. All household garbage must be placed in tied plastic bags and put inside the dumpsters located on the grounds of The Condominium, and not on the top or by the side. Dumpster lids and wooden gates shall be kept closed at all times. If a dumpster is full, garbage must be placed in another dumpster at another location. Household garbage shall not be deposited in the laundry rooms.
2. The Condominium, in accordance with the law, is required to recycle. Newspaper/Cardboard and Glass/Plastic/Metal containers can be found in the garages of each Building. All bins are clearly marked. Newspapers and cardboard should not be mixed with the Commingles. Commingles are plastic bottles, glass bottles and metal cans only. All Commingles shall be rinsed out before being deposited in the appropriate bins. Items for recycling should not be put into plastic bags. Coat hangers, Styrofoam, plastic from dry cleaning and plastic packing cannot be recycled and should be bagged separately and put inside the dumpsters. All Residents shall comply with all municipal and county regulations regarding recycling at all times. Any penalty imposed on The Condominium due to a Resident's failure to comply with those regulations shall be back-billed to the offending Resident.
3. No large furniture, appliances, construction material, carpeting, or other bulk items may be placed in or around the dumpsters without prior permission from the Board, Managing Agent or Superintendent. All bulk items should be placed at the recommended area on the day of or the day before the scheduled pick-up (refer to the sanitation & recycling schedule as provided on the community website) or must otherwise be removed from the Condominium property by the Unit Owner/Resident or their employee. Any cost incurred by The Condominium for removing any such item will be billed to the Unit Owner or whose Tenant disposed of the same.
4. Christmas trees shall be carried into and out of the buildings wrapped in a sheet or plastic so as not to leave a trail of debris in the Common Areas. They then shall be placed neatly by the garbage dumpster on the day of or the day before the scheduled pick-up. Any debris left while removing Christmas trees shall be cleaned up by the Resident or the cost thereof shall be billed and collected therefrom.
5. All mattresses and box springs must be encased in a plastic bag before being placed by the dumpster on the day of or the day before the scheduled pick-up. A plastic bag can be requested from the Superintendent.

H. Pets

1. Unless expressly approved by the Board or the Managing Agent, no dogs, reptiles, rodents or birds shall be permitted, kept or harbored in the Buildings or on the grounds of The Condominium under any circumstances, either permanently or temporarily. No guest, visitor or invitee of any Unit Owner or Tenant shall be permitted to bring any dogs, reptiles, rodents or birds to the Buildings or grounds of The Condominium at any time, for any duration, or for any reason.
2. Service dogs or emotional support animals with proper written certification are permitted only upon prior written approval by the Board. Approved pets must be kept in control, either on a leash or carried when entering or leaving the Buildings. While outside around the Condominium property, animals must be on a leash to protect neighbors and wildlife. Violators shall be subject to a \$100.00 administrative charge for each occurrence.
3. Residents are responsible for immediately cleaning up after their pets. Violators shall be subject to a \$100.00 administrative charge for each occurrence.
4. Residents are fully responsible for any property damage or personal injury caused by their pets.
5. Any excess barking or aggressive behavior, whether inside a Unit or on the grounds of The Condominium which shall cause annoyance, alarm or disturbance shall be considered an actionable nuisance and an unreasonable disturbance. The owner of the offending service animal shall be subject to a \$100.00 administrative charge for each occurrence. In addition, at the option of the Board, legal action to compel removal of the offending animal may be instituted, the cost of which shall be charged against the Unit Owner of the apartment in which the animal is kept or harbored.

I. Vehicles and Parking

1. All Residents' vehicles must be registered with the Superintendent and must display the appropriate parking sticker clearly in the vehicle. Parking stickers must be installed by the Superintendent for Residents presenting proper documentation. When a Resident moves, the move-out deposit will be refunded only upon return of the sticker.
2. All vehicles entering The Condominium must check in at the Gatehouse. Neither Residents nor their guests may enter through the exit side of the Gatehouse unless directly to do so by the Gatehouse attendant or Superintendent.
3. Visitors must provide the Gatehouse attendant with all information requested by the attendant and a Visitor Parking Pass will be issued with the unit number of the Resident being visited. Passes must be clearly displayed at all times.
4. All guest vehicles are restricted to designated Visitor Parking though a Resident may allow a guest to park in a parking space that is owned or leased by the Resident for any period of time with a valid Visitor Parking Pass.
5. No vehicle shall be parked in such a way as to impede access to parking garages, parking spaces, building entrances, fire lanes or dumpsters. Vehicles may stop in the fire lane to load or unload a vehicle but not exceeding a period of ten minutes.
6. No vehicle shall be parked in any way other than within a clearly defined parking spot, and the vehicle must be within the painted boundaries.
7. Resident vehicles are not permitted in Visitor Parking without a Visitor Parking Pass.
8. Overnight parking is not permitted in Visitor Parking unless a Visitor Parking Pass is issued by the Gatehouse. Information to be provided to the Gatehouse shall include the plate number of the visitor's vehicle, together with the telephone number where the visitor may be contacted. Any usage of the visitor's space for more than three consecutive nights must be approved by the Board. A record will be maintained of all vehicles in Visitor Parking after 3:00 A.M. Any unauthorized vehicles parked after that hour will be issued a warning notice for the first occurrence and will be subject to towing on any subsequent occasion.
9. No vehicle shall proceed through the parking lot at a speed in excess of 15 mph, or with a loud radio playing, or with horn honking.
10. No auto repair, maintenance or washing of cars is permitted on The Condominium property. Vehicles parked in areas where they are soiled by bird droppings may make use of hose in front of Building Two to rinse off their vehicle in order to remove those droppings.
11. In order to maintain The Condominium's residential appearance, overnight and/or extensive daytime parking of vehicles displaying business advertising and/or commercial plates is not permitted.

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12. Violation of the following rules may, in addition to the imposition of an administrative charge of \$100 administrative fee for each occurrence, result in towing of the violating vehicle at the owner's expense.
 - a. Residents who park in Visitor Parking without a Visitor Parking Pass or who otherwise improperly park will be towed without warning.
 - b. Visitor vehicles improperly parked in assigned spaces will be towed at the request of the Owner of the space. If the vehicle has not been logged in at the Gatehouse, it will be towed without warning.
 - c. Any vehicle parked in such a way as to impede access to parking garages, parking spaces, building entrances, fire lanes or dumpsters will be towed without warning.
13. The indoor garage spaces are intended for the primary purpose of parking motor vehicles. Residents may store items that aid in travel/mobility, such as bicycles, strollers, and shopping carts. Any other items must not be stored without prior approval by the Managing Agent or Superintendent. Owners shall assume all risk for loss of or damage to items placed in the garage space.
14. All items must be stored in a neat manner and not block or impede any traffic or create any safety or hazardous condition in the garage. Improperly stored items will be disposed of by the The Condominium's staff without liability on the part of the Board or Staff.

J. Alteration, Improvements or Repairs in or to Unit

Items 1-3 are promulgated pursuant to Article 6.11 of the By-laws²:

1. No Unit Owner shall make any structural alteration, addition, improvement or repair in or to his Unit without prior written approval of the Board or the Managing Agent. Any Unit Owner seeking approval for such structural alteration, addition, improvement or repair shall submit a written request in an application form approved by the Board or the Managing Agent and available from the Managing Agent. The Unit Alteration Request Form is also available on **<https://www.consulateonthepark.org>**. Accompanying this form shall be any drawings, plans, insurance certificates, contracts, building permits and the like which the Board or Managing Agent may require. Any approval granted for structural alteration, addition, improvement and repair shall include conditions, including but without limitation, the days and hours during which any work may be done. No alteration that would be visible from the external hallway is allowed.
2. All structural alterations, additions, improvements and repairs by a Unit Owner shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction thereof. As a condition to the granting of approval for such a request, the Unit Owner will be required to execute an agreement holding the Board and all other Unit Owners harmless from any liability arising from such work.
3. All work shall be performed by contractors licensed by Westchester County and a copy of said license, insurance and workers compensation policy shall be provided to the Managing Agent prior to the commencement of any such work.
4. There shall be an administrative charge imposed for failure to obtain the express written approval of the Board prior to the commencement of any structural alteration, addition, improvement, or repair to a Unit; for failure to adhere to the specifications of the structural alteration, addition, improvement or repair for which authorization is granted; or for any other failure to observe the rules contained herein in the amount of \$500.00 per incident. Failure to obey any stop work notice issued by the Board or Managing Agent shall be deemed a separate incident for each stop work order issued. The administrative charge shall be deemed additional common charges as provided in the By-laws and Declaration of The Condominium and not a penalty and shall be collected as such. In addition, The Condominium may commence an action to compel removal of the unauthorized work or seek such other relief as it may choose.

² A copy of the by-laws can be requested from the Managing Agent.

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K. Swimming Pool

1. The swimming pool is open from the Saturday of Memorial Day weekend to the Monday of Labor Day weekend. The pool will be open from 12:00 P.M. to 8:00 P.M. (or at dusk if earlier) on weekdays, and from 10:00 A.M. to 8:00 P.M. (or at dusk if earlier) on weekends and holidays. Pool hours and dates are subject to change. Proof of residency at the Condominium (i.e. pool pass) must be presented when requested by the Lifeguard.
2. All guests must be accompanied by a Resident at all times. Guests of Residents may be asked to leave if the pool is at capacity and a Resident wishes to use it.
3. Children under the age of sixteen (16) must be accompanied and supervised by an adult over the age of 18. All children under the age of six (6) must be accompanied in the pool by an adult at all times. No exceptions will be made.
4. Children, who cannot swim, as determined by the attending Lifeguard, will not be allowed in the deep end of the pool.
5. No running or ball playing in the pool area will be allowed. Make your children aware of this and monitor them at all times.
6. Personal flotation devices (arm bands, rings, etc.) are not permitted unless approved by the Lifeguard on duty.
7. Young children in diapers must wear a swimming diaper such as "Luvs Splashwear" or "Huggies Little Swimmers." etc., for sanitary reasons. They must be changed as soon as they are soiled. Health regulations prohibit the changing of children's diapers or swimsuits on pool premises. Please use the bathrooms.
8. Smoking cigarettes, cigars, pipes or drinking alcoholic beverages is not permitted poolside.
9. Residents whose accounts are in arrears will not be issued pool passes to use the pool or their pool passes will be suspended until the accounts are brought current.
10. No barbecuing, drinking bottles or glass containers are permitted anywhere in the pool area.
11. Lifeguard instructions must be obeyed at all times. The Lifeguard's decision is final. Anyone who refuses to obey an order of a Lifeguard will be asked to leave the pool area immediately. Refusal to leave will result in the filing of a complaint with the Tuckahoe Village Police Department. In addition, violators may lose their privilege to use the pool as the Board may in its discretion determine.

L. Administrative Charges (Unless Otherwise Specified In These Rules and Regulations)

1. Warning Letters may be issued for a first offense, at the discretion of the Board of Managers.
2. If a situation is not corrected promptly, a monetary charge will be imposed.
3. The administrative charge shall be deemed additional common charges as provided in the By-laws and Declaration of The Condominium and not a penalty and shall be collected as such. Administrative charges will be billed to the Unit Owner in their next monthly maintenance invoice if not paid immediately.
4. The following schedule will be applied for violations:
 - 1st Offense – Written Warning
 - 2nd Offense - \$50.00
 - 3rd Offense - \$75.00
 - 4th (and each additional) Offense - \$100
5. Each additional day that a violation shall exist after notification is given shall be considered a separate offense.
6. The above shall be deemed administrative charges and not a penalty in nature.
7. Nothing herein shall prevent the Board from instituting any appropriate legal action to enforce the By-Laws and the Rules and Regulations of The Consulate on the Park Condominium.

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RESOLUTION

WHEREAS, the Board of Managers of The Consulate on the Park Condominium is aware that various situations have arisen and may arise in the future wherein personal injury and property damage has occurred to the person and property of both residents and non-residents in the premises of the condominium and that such damage and injury has been or may be caused by residents and non-residents alike, and

WHEREAS, the adjudication of fault and responsibility has resulted and may in the future result in various findings of financial liability against The Consulate on the Park Condominium and/or its residents, and

WHEREAS, the Board of Managers of The Consulate on the Park Condominium is charged with the duty to secure the financial protection of the condominium and the benefits for all residents of the rights and obligations contained in its By-Laws and House Rules,

NOW THEREFORE, be it resolved that the House Rules are hereby amended to include the following:

1. All unit owners of The Consulate on the Park Condominium must obtain and maintain comprehensive liability insurance covering their respective units with minimum liability coverage of \$300,000.00 each.
2. A written certificate of insurance evidencing proof of current coverage including the name of the insurance company, dates of coverage, the amounts of coverage, the certificate policy number and name, address and telephone number of the broker, if any, must be delivered to the Managing Agent by March 15, 2011 and by March 15th of each ensuing year.
3. Failure to provide the information requested, or to obtain and/or maintain the required insurance, shall subject the Unit Owner to an administrative charge in the amount of \$100.00 for every month adequate proof of insurance has not been provided.

This resolution is pursuant to vote taken at a regular Board Meeting on January 18, 2011 and shall become effective immediately.

Approved: M. A. Juszczyk
President, Board of Managers

Attest: Susan M. Crowley
Secretary, Board of Managers

(corporate seal)

KEEP THIS SHEET FOR YOUR RECORDS

On or before March 15, 2011, all residents shall acquire and have in effect a policy of renters' insurance, homeowners' insurance or other similar form of insurance, to protect the personal property and fixtures in and to the apartment. Such insurance will protect against fire, water and other damage in and to the apartment and the residents' personal property and fixtures therein. Such insurance shall be renewed or replaced from time to time so that the apartment, personal property and fixtures are at all times insured. Each March 15 thereafter, residents shall have to provide the managing agent a certificate or other proof that such insurance is or remains in effect. In addition to the foregoing, residents shall, within ten (10) days after any request from the Board of Managers of Managing Agent, provide evidence that such insurance remains in full force and effect or has been renewed or replaced. For all new owners, proof of such insurance shall be provided at closing.

CONSULATE ON THE PARK

WE ARE AWARE OF THE CONSULATE'S NO DOG PET POLICY AND WILL NOT BRING OR HARBOR INTO THE CONSULATE A DOG OR PET IN VIOLATION THEREOF. AND AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS LISTED WITHIN.

PROSPECTIVE LESSEE/PURCHASER SIGNATURE

PROSPECTIVE LESSEE/PURCHASER SIGNATURE

APARTMENT NUMBER

DATE: _____

APARTMENT: _____

I/WE HAVE RECEIVED AND READ THE HOUSE RULES FOR CONSULATE ON THE PARK.

PROSPECTIVE LESSEE/PURCHASER SIGNATURE

PROSPECTIVE LESSEE/PURCHASER SIGNATURE

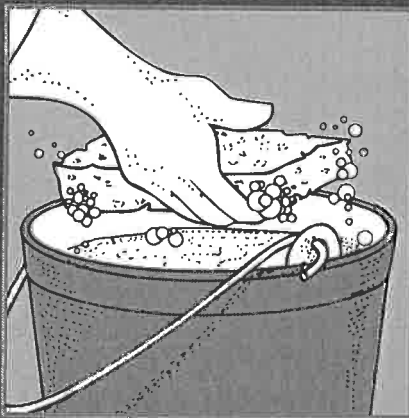
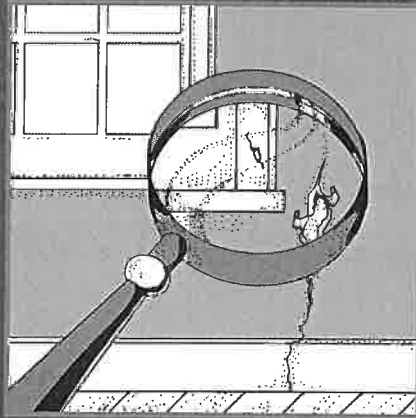
I/WE HAVE READ AND UNDERSTOOD THE RULES FROM RULE I REGARDING REPAIRS,
ALTERATIONS AND IMPROVEMENTS.

DATE: _____

PROSPECTIVE LESSEE/PURCHASER SIGNATURE

PROSPECTIVE LESSEE/PURCHASER SIGNATURE

KEEP THIS SHEET FOR YOUR RECORDS



Protect Your Family From Lead In Your Home

 **EPA** United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

KEEP THIS SHEET FOR YOUR RECORDS

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

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



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

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



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



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



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

KEEP THIS SHEET FOR YOUR RECORDS

IMPORTANT!

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

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

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

KEEP THIS SHEET FOR YOUR RECORDS

Lead Gets in the Body in Many Ways

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

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

People can get lead in their body if they:

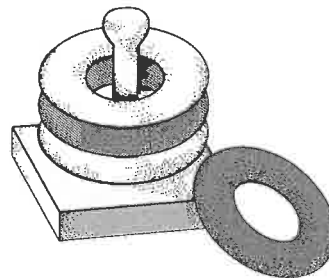
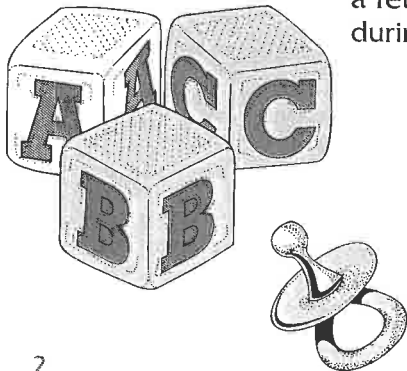
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

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



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Lead's Effects

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

In children, lead can cause:

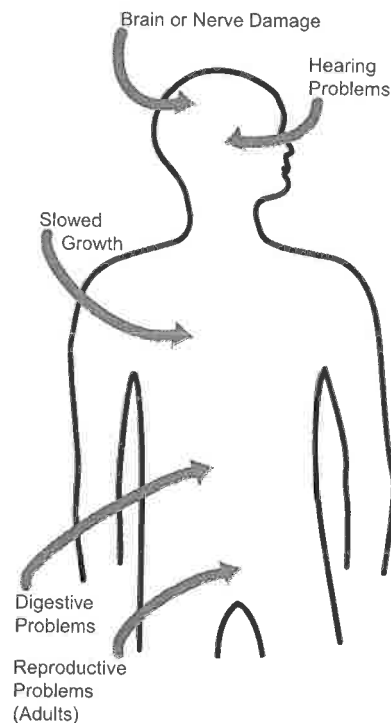
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

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



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

KEEP THIS SHEET FOR YOUR RECORDS

Where Lead-Based Paint Is Found

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

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

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

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

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

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

KEEP THIS SHEET FOR YOUR RECORDS

Identifying Lead Hazards

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

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

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

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

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

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

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

KEEP THIS SHEET FOR YOUR RECORDS

Checking Your Home for Lead

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



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

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

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

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

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

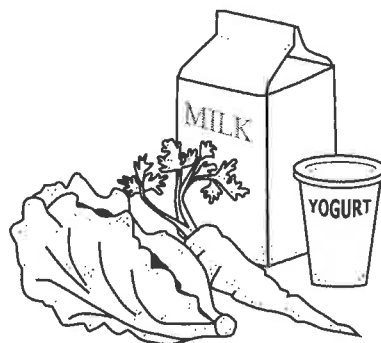
Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

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What You Can Do Now To Protect Your Family

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

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash children's hands often, especially before they eat and before nap time and bed time.
- ◆ Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ Keep children from chewing window sills or other painted surfaces.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products. Children with good diets absorb less lead.



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Reducing Lead Hazards In The Home

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

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



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

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

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

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

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

KEEP THIS SHEET FOR YOUR RECORDS

Remodeling or Renovating a Home With Lead-Based Paint

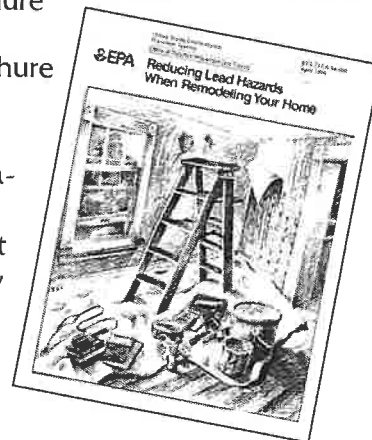
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

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

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



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

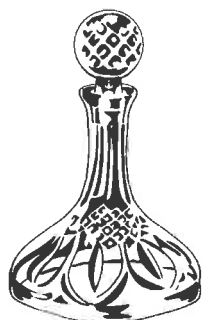


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Other Sources of Lead



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



◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.

◆ **Old painted toys and furniture.**

◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**

◆ **Lead smelters** or other industries that release lead into the air.

◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.

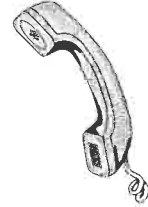
◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

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For More Information

The National Lead Information Center

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

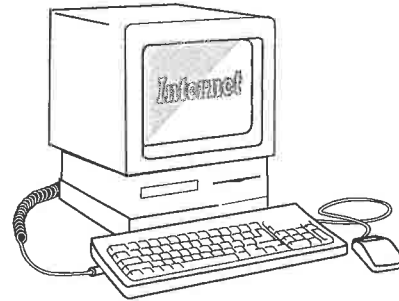


EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

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



Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.

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

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EPA Regional Offices

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

EPA Regional Offices

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

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

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

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

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

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

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

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

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

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

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CPSC Regional Offices

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

Eastern Regional Center

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

Western Regional Center

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

Central Regional Center

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

HUD Lead Office

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

U.S. Department of Housing and Urban Development

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

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

EPA747-K-99-001
June 2003

KEEP THIS SHEET FOR YOUR RECORDS

Simple Steps To Protect Your Family From Lead Hazards

**If you think your home has high
levels of lead:**

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



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(minimum 50% postconsumer) process chlorine free.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) Purchaser has received copies of all information listed above.

(d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

ATTENTION

Please find the Consulate on the Park Renovation Application included in this application. After closing, please send attached to the building agent. DO NOT INCLUDE THIS WITH YOUR APPLICATION AS THIS IS NOT PART OF THE SALES PROCESS.

Building Agent Information

Sheronda Robinson

srobinson@stillmanmanagement.com

Phone number: (914)813-1935 Fax

number: (914)813-1919

Administrative Assistant

Brenda DeJesus

bdejesus@stillmanmanagement.com

Phone number: (914) 813-1942 Fax

number: (914)813-1919

THE CONSULATE ON THE PARK CONDOMINIUM
1-4 Consulate Drive
Tuckahoe, New York 10707

Unit Alteration Request Form.

Date: _____

To: Board of Managers

From: [Name] _____

[Address] _____ [Unit No.] _____

Approval is hereby requested for the following addition/alteration/repair at the above address:

Description: (Please outline the change, including major components and construction material to be used. In addition, please provide a sketch indicating dimensions.)

Remarks:

Approval: _____

Board of Managers

Date

The Consulate on the Park Condominium
1-4 Consulate Drive
Tuckahoe, New York 10707

APARTMENT RENOVATION APPLICATION FORM

Unit Owner: _____ Date: _____
Re: Unit No.: _____
Building: _____

The following rules are promulgated pursuant to Article 6.11 of the By-Laws. I hereby request your consent to make the repairs, alterations and renovations and/or to install the equipment described in the attached document (the "Work") in the above apartment. The attached document is hereby made a part of this Agreement.

1. I agree, before any of the Work is begun:

(a) To provide you, the Condominium, with a complete and conformed copy of every agreement made with contractors, subcontractors and suppliers, which agreements must be approved by you as to legal content including but not limited to insurance requirements and defense, indemnification and hold harmless language.

(b) If required by law or governmental regulations, to file plans with and to procure the approval or permits of all governmental agencies having jurisdiction over the Work and, not more than ten (10) days after receipt of such approval, to deliver to you a copy of every permit or certificate issued. If there be any doubt as to the need for such approval, you shall be the sole arbiter in resolving the doubt.

(c) To procure from my contractor(s), subcontractor(s) and supplier(s):

(i) Comprehensive personal injury liability and property damage insurance policies, each in the amount of \$1,000,000.00 or such other amount and terms as shall be satisfactory to the Board of Managers, which policies name the Condominium and the Managing Agent, as well as myself, as parties insured. Such policies shall provide that they may not be terminated until at least ten (10) days after written notice to you; and

(ii) Workers Compensation and Employees Liability insurance policies, covering all employees of the contractor, contractors or subcontractors.

All such insurance certificates evidencing their issuance shall be delivered to you.

2. If the Condominium is required or shall deem it appropriate to seek legal, engineering or architectural advise prior to granting permission, I agree to reimburse you, on demand, for all such fees incurred, and if permission be granted, then, in any event, prior to commencement of any of the Work.

3. It is understood that:

(a) I assume all risks of damage to the building and its mechanical systems, and to persons and property in the building which may result from or be attributable to the Work being performed hereunder and all responsibility for the maintenance and repair of any alterations and installations after completion. This responsibility covers all work, whether or not structural, weather tightness of windows, exterior walls or roofs, waterproofing of any part of the building directly or indirectly affected by the Work, and maintenance of all heating, plumbing, electrical, air conditioning and other equipment installed or altered pursuant hereto. If the operation of the building, or any of its equipment, is adversely affected by the Work, I shall, when so advised, promptly remove or cure the cause of the problem.

(b) I recognize that there will be no change in the operation of the building's plumbing or heating systems, to facilitate the functioning of any plumbing or heating equipment I may be installing.

(c) The alterations and materials used shall be of the quality and style in keeping with the general character of the building. The Board of Managers has the right to approve same, and to compel removal of same, should it not meet the Board's criteria.

(d) Except for your negligence, I shall defend, indemnify and hold the Condominium, its officers, managers, employees and agents harmless from and against all liability, damage, claims, demands, costs, judgments, fees, reasonable attorney fees or losses arising out of the performance or failure of performance of work or services resulting from any cause whatsoever by myself, the Contractor or any third persons under the direction or control of myself or the Contractor and to reimburse the Condominium or the Managing Agent for any expenses (including, without limitation, attorneys' fees and disbursements) incurred as a result of the such work.

4. All permitted work shall be completed within _____ days after governmental approval thereto has been granted or, if no such approval is required by law or regulation, then from the date hereof. Any and all plumbers or electricians utilized will be licensed to practice their profession, and approved by the City, Village or Town Building Departments.

5. No work shall be done, except between the hours of 8:30 a.m. and 5:00 p.m., and on Saturdays between the hours of 10:00 a.m. and 5:00 p.m., Sundays and holidays excluded, and any work which can produce unusual noises, which might be disturbing to building occupants, shall not be done before 9:00 a.m.

6. All precautions will be taken to prevent dirt and dust from permeating other parts of the building during the progress of the alteration. Materials and rubbish will be placed in barrels or bags, before being taken out of the apartment. All such barrels or bags, rubbish, rubble discarded equipment, empty packing cartons and other materials will be taken out of the building and removed from the premises at my expense. I recognize that the removal may take place only at such times as the Superintendent of the building may

direct. I shall be strictly responsible to make sure that, upon completion of work, the premises will be free from dirt, implements, surplus materials and the like, and that the common areas will be left in the status they were in prior to the start of said work.

7. I am including with this alteration request form a check in the amount of \$500.00; payable to The Consulate on the Park Condominium, as a refundable damage deposit which may be applied by you against the cost of repairing any damage to any of the common grounds, facade, stairwells, hallways, doorways and the like which may be caused by myself or any contractor, subcontractor or supplier employed by me in connection with an approved alteration or against any administrative charge levied against me for violation of any rules or conditions of approval thereof.

8. I will pay any costs incurred by the Condominium in connection with its review of this application including engineer fees, attorney's fees, consultant fees and the like.

9. I will bear the entire cost of alterations and installations and pay all bills incurred in connection therewith, not later than thirty (30) days after completion of the Work. If any mechanic's liens be filed for work claimed to have been done or materials alleged to have been supplied, I shall cause such liens to be discharged within ten (10) days after such filing. If I fail so to do, you may exercise any or all of your rights and remedies under the By-Laws or this Agreement, including paying the bills and adding the charge incurred to my account as additional common charges due to the Condominium.

10. At the completion of the Work, I will deliver to you an amended Certificate of Occupancy and a certificate of the Board of Fire Underwriters, if either be required, and such other proof as may be necessary to indicate that all work has been done in accordance with all applicable laws, ordinances and Government regulations. Failure to obtain same, when requested by the Board of Managers, will result in my having to remove the alterations and restore the property to its original condition.

11. I recognize that by granting consent to the Work, you do not profess to express any opinion as to the design, feasibility or efficiency of the Work.

12. My failure to comply with any of the provisions hereof shall be deemed a material breach of the provisions of the By-Laws and the House Rules, pursuant to which your consent has been granted, and, in addition to all other rights contained therein, including fines, administrative charges and indemnification of you by myself, you may require that all work not done in compliance with this Agreement be removed and the premises restored to its original condition and/or suspend all further work and prevent workmen from entering my apartment for any purpose other than to remove their tools or equipment.

13. Until further notice, I understand that the administrative charge for failure to obtain the express written authorization of the Board of Managers prior to commencing Work in my apartment, for failure to adhere to the specifications of the Work for which I have received authorization or for any other failure to observe my obligations hereunder, shall be two hundred fifty (\$250.00) dollars per day or per incident as the case may be. I

agree that the administrative charge is reasonable in scope and in purpose with the alteration rules to ensure compliance and to compensate the Condominium for its reasonable expenses upon my failure to so comply and does not constitute a penalty. The administrative charge shall be deemed additional common charges as provided by the By-Laws and shall be collectable as such.

14. This Agreement may not be changed orally. This Agreement shall be binding on you, me, and our personal representatives and authorized assigns.

Annexed hereto is the "Work" document and a rider of ___ pages which is made a part of this agreement.

Very truly yours

UNIT OWNER

UNIT OWNER

DATE

PERMISSION GRANTED FOR WORK
AS HERewith SUBMITTED:
The Consulate on the Park Condominium

By: _____, AGENT

DATE

THE CONSULATE ON THE PARK CONDOMINIUM
1-4 Consulate Drive
Tuckahoe, New York 10707

INDEMNITY AGREEMENT

In consideration of the Board of Managers granting me permission to perform work in my apartment pursuant to the Unit Alteration Request Form, which I have submitted, I agree to defend, indemnify and hold the Condominium, its officers, managers, employees and agents harmless from and against all liability, damage, claims, demands, costs, judgments, fees, reasonable attorney fees or losses arising out of the performance or failure of performance of work or services resulting from any cause whatsoever by myself, any contractor or any third persons under the direction or control of either myself or any contractor and to reimburse the Condominium or the Managing Agent for any expenses (including, without limitation, attorneys' fees and disbursements) incurred as a result of the such work.

Dated:

UNIT OWNER

UNIT OWNER