

440 Mamaroneck Avenue, Suite S 512 Harrison, NY 10528 T: 914.813.1900 F: 914.813.1919

www.stillmanmanagement.com



Building Name:	
Address:	
Unit #:	

ATTENTION- Per Westchester County Board of Legislatures rule:

The managing agent will have 15 days to determine whether an application from a prospective buyer is complete. If an application is not complete, a buyer will be notified of the deficiencies.

After re-submission, the 15 days start again. After a complete application is received, a co-op will then have 60 days to process the application and make a decision whether an applicant is accepted or rejected.

Date Submitted to Management: \_\_\_\_\_\_Name/Signature of Submitter: \_\_\_\_\_

HIGH MEADOW COOPERATIVE NO. 1, INC. c/o STILLMAN MANAGEMENT INC. 440 Mamaroneck Ave, Suite S512 Harrison, New York 10528 914-813-1900/fax 914-813-1919

#### **RESALE APPLICATION & PROCEDURES**

Dear Shareholder:

Please find enclosed an application form and supporting documents, which must be completely filled out by you and your prospective purchaser (s).

We have listed below, under Section I, the requirements of the shareholder (s) and prospective purchaser(s). Under Sections II we have provided additional information. Please follow the checklist attached when compiling your application for submission; we have also provided divider pages for your convenience.

The completed application form, all supporting document (s) and fees, are to be forwarded to Stillman Management, Inc., 440 Mamaroneck Ave Suite S512, Harrison, NY 10528. Once reviewed, and if complete, the package will be submitted to the Board of Directors. Please be advised that although an interview with the applicant(s) is part of the application process, the board also holds the right to deny the applicant(s) without an interview. Also note that an interview does not guarantee your applicant(s) will be or has been approved. You will be notified in writing by the Board whether your prospective purchaser(s) is/are approved or denied.

Please make certain that all requests are complied with to insure that your application will be processed without delay. If a package is received by management and is missing required information, it will not be submitted to the Board and will be returned to purchaser promptly. Please allow 6 - 8 weeks for complete processing. The board requires three to four weeks to review your application before scheduling an interview.

Please note that for purposes of processing requirements, the definition of applicant are all adults (including children over the age of 18) living in the unit whether or not named in the contract. Husband and wife are considered two (2) applicants.

#### Section I- Shareholder (s) and Prospective Purchaser (s) Requirements

#### **(A)** Shareholder (s) Requirements:

- 1. Contract of Sale signed by both shareholder (s) and prospective purchaser(s)
- 2. A move-out deposit in the amount of \$1,000.00, payable to High Meadow Cooperative No. 1, Inc. (CERTIFIED CHECK ONLY)

#### (B) Prospective Purchaser Requirements:

- 1. A non-refundable application fee of \$350.00 payable to Stillman Management, Inc. ( Non Refundable)
- 2. A non-refundable **\$200.00** credit/criminal/background/sex offender inquiry fee **PER PURCHASER** payable to Stillman Management.
- A non-refundable \$100.00 criminal/background/sex offender inquiry fee per additional occupant (18 and older) living in the unit payable to Stillman Management.
- 4. A move-in deposit in the amount of \$500.00, payable to High Meadow Cooperative No. 1, Inc. (refundable)
  - 2a. Applicant (s) is to forward <u>2 sets, plus the original set</u>, including copies of the checks for each set.
- 3. Each applicant must complete the enclosed Resale Application
- 4. Each applicant must complete the enclosed Net Worth Statement. The Net Worth Statement must indicate all applicants' information (can combine husband and wife on one statement).
- 5. Each applicant and/or additional occupant over 18+ y. old, must complete the enclosed "County Wide" Authorization form.
- 6. Each applicant is to complete the top portion of Employment Verification Form and submit to their Employer(s). Employer(s) will complete remainder of form, Please submit signed form with application.
- 7. Each applicant is to complete the top portion of Verification of Deposits Form and submit to their banking institution(s). The institution(s) will complete remainder of form and submit with application.
- 8. Two (2) signed social letters must be submitted by each applicant. All applicants can be referenced on the letters. (Must be signed in ink)
- 9. Two (2) signed business letters must be submitted by each applicant. All applicants can be referenced on the letters. (Must be signed in ink)
- 10. A letter from the present employer stating length of employment and annual salary. (Must be signed in ink)
- 11. A letter of reference from your present landlord or if the owner of a Coop or Condo, a letter from the managing agent stating timeliness of maintenance payments, if you own a home please submit relevant information

12. Copy of one month's most recent consecutive pay stubs from each applicant for all employers.

12a. If self-employed, provide a current P&L Statement and a copy of the last three bank statement for the company (all pages).

- 13. Each applicant must submit a copy of the most recent bank statement.
- 14. Each applicant must submit copies of the last two (2) years Federal & State income tax returns, with W-2's
- 15. If financing, please submit a copy of the signed Mortgage Commitment.
- 16. Fully executed contract of sale and any addendums

17.	Signed House Rules Acknowledgement	Rita Pita
		rpita@stillmanmanagement.com
18.	Lead based paint disclosure	914-813-1900

#### Section II – Additional Information

- 1. Down payment No less than 10%
- 2. Debt to Income Ratio (DTI) 35% DTI. What this means is that the Board wants the applicant(s) to be able to pay their all contractual obligations, including their mortgage and maintenance with 35% of their gross income. (ex. If an applicant earns \$85,000 yearly the Board will take 35% of the \$85,000 = \$28,750  $\div$  12 = \$2,479 monthly. The applicant should be able to cover the monthly contractual obligations, maintenance and mortgage with \$2, 479.
- 3. If someone's income is based on commission/bonuses/overtime/interest, applicant must furnish at least 3 years of taxes/W2's to provide stability
- 4. Self Employed Income is based after all business expenses, must present proof of income and furnish at least 4 years of tax returns.
- 5. At the time of closing there must be 1 year maintenance plus one year of mortgage payments in liquid assets
- 6. The Admissions Committee meets as needed. Complete applications require three to four weeks for review before an interview can be scheduled.
- 7. Residents are <u>NOT</u> allowed to harbor dogs; visiting dogs are prohibited as well. Indoor pets, such as cats, are allowed. The board reserves the right to limit the nature and number of indoor pets.
- 8. Subletting is not permitted.
- 9. One outdoor parking spot per unit. Wait time for a garage spot is 2-3 years.
- 10. At time of closing, purchaser must submit proof of insurance.

#### PLEASE SUBMIT ALL INFORMATION REQUESTED IN THE ORDER OF THE CHECKLIST. DIVIDER PAGES HAVE BEEN SUPPLIED FOR YOUR CONVENIENCE AND MUST BE INCLUDED IN ALL COPIES.

### HIGH MEADOW COOPERATIVE NO. 1, INC.

#### SALES REQUIREMENTS

#### **APPLICATION PACKAGE CHECKLIST:**

1.	Non-refundable Application Fees			
2.	Move-in & Move-out Deposits			
3.	Resale Application			
4.	Net Worth Statement			
5.	County Wide Forms			
6.	Verification of Employment Form (completed)			
7.	Verification of Deposits Form (completed)			
8.	Personal Reference Letters (2)			
9.	Business Reference Letters (2)			
10.	Letter of Employment			
11.	Reference Letter from Previous Landlord			
12.	One Month's Pay Stubs (must be consecutive)			
	a. If self-employed, current P&L Statement and a copy of the last three bank statement for the company (all pages)			
	b. Income is based on commission/bonuses/overtime/interest, applicant must furnish at least 3 years of taxes and W2's			
13.	Most Recent Bank Statement (complete pages)			
14.	Copy of W-2 forms and complete tax returns for prior two (2) years			
15.	If Financing, a copy of the signed Mortgage Commitment			
16.	16. Executed Contract of Sale w/ Copy of Contract Deposit Check			
17.	17. Signed House Rules Acknowledgement			
18.	Lead Based Paint Disclosure			

## DO NOT COPY- APPLICANT MUST FILL THIS OUT COMPLETELY

Building			Rent/Purchase
Address of Building			
			Apartment #
Name of Applicant		<u>.</u>	Tel.#
			(include zip code)
How long at above add	ress		Social Security #
Date of Birth	·····		<b>1</b> 10 1
Present Landlord		Address	
Telephone #		Lease Expire	98
If less than one year plo	ease list previous	address	the statement of the stat
Provious Landlord			Tel #
Address			Tel.# Date Vacated
		74	
Applicant employed by			Position
Address			Telephone
How Long	Salary	Contact Per	Telephone son
If present employer is l	ess than one year		
Previous employer	coo man one year		Position
Address		a dama	Telephone
How Long	Date Left	Salary	TelephoneContact Person
Other sources of Incom	1e	televise une er	
Contact person	and a start of the start		Tel. #
Bank Reference:		Tuno of Acat	Acot #
		Type of Acct	Acct # Acct #
		Type of Acct	Acct #
Accountant		Address	
Tel. #			
Do you have Credit Car	'ds	÷	
Name of Persons not o	n the Lease to occ	upy the Apartment	
Name		Age	Relationship
			······································
			<b>T</b> 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Address	Notify		Telephone#
employers, to release any inform liability or responsibility from d	nation that they have abo loing so. Further I author my background, charact	out me to Tenant Data Verifica rize the procurement of an inve er and personal reputation. I u	ns, companies, Credit agencies, accountants, persons and tion Co. Inc., or its agency and I release them from any and all estigative consumer report and understand that such a report nderstand this notice will also apply to future update reports e of rejection by the landlord.
Applicant's Signature			Date
4	đ.		
Agent		·····	

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Building			Rent/Purchase
Address of Building			
			Apartment #
Name of Applicant		<u>.</u>	Tel.#
			(include zip code)
How long at above add	ress		Social Security #
Date of Birth	·····		<b>1</b> 10 1
Present Landlord		Address	
Telephone #		Lease Expire	98
If less than one year plo	ease list previous	address	the statement of the stat
Provious Landlord			Tel #
Address			Tel.# Date Vacated
	<u> </u>	74	
Applicant employed by			Position
Address			Telephone
How Long	Salary	Contact Per	Telephone son
If present employer is l	ess than one year		
Previous employer	coo man one year		Position
Address		a dana	Telephone
How Long	Date Left	Salary	TelephoneContact Person
Other sources of Incom	1e	televise une er	
Contact person	and a start of the start		Tel. #
Bank Reference:		Tuno of Acat	Acot #
		Type of Acct	Acct # Acct #
		Type of Acct	Acct #
Accountant		Address	
Tel. #			
Do you have Credit Car	'ds	÷	
Name of Persons not o	n the Lease to occ	upy the Apartment	
Name		Age	Relationship
			·····
			<b>T</b> 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Address	Notify		Telephone#
employers, to release any inform liability or responsibility from d	nation that they have abo loing so. Further I author my background, charact	out me to Tenant Data Verifica rize the procurement of an inve er and personal reputation. I u	ns, companies, Credit agencies, accountants, persons and tion Co. Inc., or its agency and I release them from any and all estigative consumer report and understand that such a report nderstand this notice will also apply to future update reports e of rejection by the landlord.
Applicant's Signature			Date
4	đ.		
Agent		·····	

#### APPLICANT

## AUTHORIZATION TO OBTAIN A CREDIT BACKGROUND

IN ORDER TO COMPLY WITH THE PROVISIONS OF SECTION 6.06 (A) OF THE FEDERAL FAIR CREDIT REPORTING ACT, I AUTHORIZE YOU TO RETAIN A CREDIT REPORTING AGENCY, WHICH AGENCY MAY OBTAIN, PREPARE, FURNISH AND USE INFORMATION ON MY CHARACTER AND GENERAL REPUTATION, AS WELL AS INFORMATION REGARDING EMPLOYMENT, INCOME, CREDIT HISTORY, ACCOUNTANTS, BANKING INFORMATION, FINANCIAL BROKER AND LANDLORD.

Print Name:			 	
Signature:			 	
Date:	*****	a.	 	(11)
Print Name:	1. 			
Signature:			 	
Date :			 	

#### APPLICANT

## RELEASE OF INFORMATION AUTHORIZATION

## AUTHORIZATION TO OBTAIN A CRIMINAL REPORT

Print Name:	Date O	f Birth	
Signature:			
Address:			
City :			
State :	Zip Code		$v_{\chi}$
Social Securi	tv #:	×.	

#### **CO APPLICANT**

### AUTHORIZATION TO OBTAIN A CREDIT BACKGROUND

IN ORDER TO COMPLY WITH THE PROVISIONS OF SECTION 6.06 (A) OF THE FEDERAL FAIR CREDIT REPORTING ACT, I AUTHORIZE YOU TO RETAIN A CREDIT REPORTING AGENCY, WHICH AGENCY MAY OBTAIN, PREPARE, FURNISH AND USE INFORMATION ON MY CHARACTER AND GENERAL REPUTATION, AS WELL AS INFORMATION REGARDING EMPLOYMENT, INCOME, CREDIT HISTORY, ACCOUNTANTS, BANKING INFORMATION, FINANCIAL BROKER AND LANDLORD.

Print Name:	
Signature:	
Date:	 -
Print Name:	-
Signature:	 1
Date :	

#### **CO APPLICANT**

# RELEASE OF INFORMATION AUTHORIZATION

## AUTHORIZATION TO OBTAIN A CRIMINAL REPORT

I HEREBY AUTHORIZE ANY INDIVIDUAL, COMPANY, OR INSTITUTION TO RELEASE TO AND/OR ITS REPRESENTATIVE ANY AND ALL INFORMATION THAT THEY HAVE CONCERNING ANY CRIMINAL ACTIVITY...

Print Name:	Date Of Birth
Signature:	
Address:	
City :	
State :	Zip Code
Social Secur	ity #:

DO NOT COPY

#### OCCUPANT #1 (OVER 18)

## RELEASE OF INFORMATION AUTHORIZATION

## AUTHORIZATION TO OBTAIN A CRIMINAL REPORT

Print Name:	Date Of Birth_	
Signature:		
Address:	-	
City :		
State :	Zip Code	
Social Securi	y #:	

#### OCCUPANT #2 (OVER 18)

# RELEASE OF INFORMATION AUTHORIZATION

## AUTHORIZATION TO OBTAIN A CRIMINAL REPORT

Print Name:	Date Of Birt	h
Signature:		
Address:		
City :		
State :	Zip Code	÷ .
Social Security #:		



## OCCUPANT #3 (OVER 18)

## RELEASE OF INFORMATION AUTHORIZATION

## AUTHORIZATION TO OBTAIN A CRIMINAL REPORT

Print Name:		Date Of Birth
Signature:	1	ē.]
Address:	e	
City :		
State :	Zip C	ode
Social Security #:		

# High Meadow Inspection Notice to Seller

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Please be advised that an inspection of your unit, store room and garage (if you have one) needs to be scheduled once all items are removed.

Please contact the maintenance staff at 914-941-6208 to schedule. This inspection must be completed prior to closing.

#### STILLMAN MANAGEMENT, INC. 440 MAMARONECK AVENUE, SUITE S-512 HARRISON NY 10528

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IMPORTANT INFORMATION REGARDING YOUR SOCIAL SECURITY NUMBER

**PROTECTING YOUR PRIVACY** 

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IN ORDER TO PROTECT YOUR PRIVACY PLEASE REMOVE/BLACK OUT YOUR SOCIAL SECURITY NUMBER FROM EACH FINANCIAL INSTITUTION DOCUMENT INSERTED INTO THE APPLICATION.

FINANCIAL CONDITION ( NET WORTH) TAX RETURNS PERSONAL LOANS BANK STATEMENTS IRA STATEMENTS CD'S SAVINGS, ETC.

THE CREDIT AGENCY AUTHORIZATION FORM AND THE AUTHORIZATION FORM FOR A BACKGROUND CHECK ARE THE ONLY FORMS THAT REQUIRE THE SOCIAL SECURITY NUMBER. ONLY SEND ONE EACH OF THESE FORMS. ONCE THE REQUIRED FORMS ARE OBTAINED THE AUTHRIZATION FORMS WILL BE SHREDDED AND YOU SOCIAL SECURITY NUMBER ON THE DOCUMENTS OBTAINED WILL BE BLACKED OUT.

Please be advised that if you do not comply with the above to protect your identity, we will not be held responsible. It is up to you to black out the relevant information as we will not do it for you.

IF YOU HAVE ANY QUESTIONS, PLEASE DO NOT HESITATE TO CONTACT THE SALES AND LEASING DEPARTMENT AT STILLMAN MANAGEMENT.



440 Mamaroneck Avenue, Suite \$ 512 Harrison, NY 10528 T; 914.813.1900 F: 914.813.1919 www.stillmanmanagement.com



#### **APPLICANT'S RELEASE**

Re: Building Address:

Apartment Number:

The undersigned applicant(s) is (are) submitting an application to purchase/sublease the above referenced apartment.

Applicant has submitted payment for certain fees including but not limited to fees to check applicants' credit, background and to process this application.

Applicant acknowledges that the application to purchase/sublease the apartment may or may not be approved by the Board of Directors of the Cooperative Corporation owning building in its sole discretion and that if the application is not approved; no reason for the disapproval needs to be given. Whether the application is approved or not approved, certain costs and expenses will be incurred and the fees described above will not be refunded to the applicant(s).

The applicant releases both the cooperative corporation and the managing agent from any liability for the return of these funds incurred in the processing of the application, and agrees that in the even the applicant seeks recovery of such fees, the applicant shall be liable for all costs and expense (including attorney's fees) incurred by the cooperative corporation and/or managing agent.

Applicant

Applicant

Date:

## **CLOSING TRANSFER INFORMATION\***

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TRANSFER AGENT FEE:	(SELLER)	\$ 700.00
	(PURCHASER)	\$ 250.00
WAIVER FEE:	69 SHARES	\$1,900.00
	74 SHARES	\$1,900.00
	83 SHARES	\$2,150.00
	93 SHARES	\$2,500.00
	99 SHARES	\$2,500.00
	111 SHARES	\$2,900.00
:	119 SHARES	\$2,900.00

MOVE-IN DEPOSIT	(SELLER)	\$ 500.00
MOVE-OUT DEPOSIT	(PURCHASER)	\$1,000.00
LOST LAUNDRY/STORAGE KEY (SELLER)		\$50.00 (PER KEY)

\*Addition Transfer Fees may be added to the Seller or Purchaser as applicable for such additional matters such as Power of Attorney, Estate Review matters, Lost Stocks and/or Proprietary Leases; Judgment clearance etc.

#### To All Shareholders:

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#### May 27, 2015

Levitt-Fuirst has just completed obtaining proposals for High Meadow's insurance. Our current policy from Middleoak has issued a non-renewal effective June 1, 2015 because not all the units have circuit breakers. Levitt-Fuirst has approached over a dozen companies and they were able to obtain quotes from Greater New York and Travelers.

The Board has reviewed both quotes and voted to accept the proposal from Greater New York. The Greater New York (GNY) option is less expensive and offers better coverage in many key areas.

# As a safety issue, GNY has required a commitment that all fuse panels will be replaced with circuit breakers within one year.

The cost of installing circuit breakers is the responsibility of the shareholders. You should get several estimates from licensed and insured electricians. If you wish you can get an estimate from the electrician the coop uses Paul Fattizzi (914-428-5200).

Regardless of who you hire you will need to submit a renovation package along with their license and insurance papers.

All units, listed for sale, will be inspected prior to closing. If circuit breakers are not installed 30 days prior to closing, you will not be able to close unless you have a written agreement from the huyor that they will be responsible.

#### The deadline for updating to circuit breakers is May 31, 2016.

As a result we ask that you either email this form to <u>hmmaintslip@gmail.com</u> or drop it off at 161 S. Highland Ave no later than June 10, 2015. This is a safety update and we thank you for your cooperation.

Board of Directors

<b>Circuit Breaker reply:</b>
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Shareholder:

Address:

Please check off if your unit has fuses or circuit breakers and return to the above no later than June 10, 2015. If you are not sure please check that off and we will arrange for a member of our staff to inspect.

I have fuses	I have Circuit Break	xers Not Sure	
I live in a: 1 Bedroom	2 Bedroom	2 Bedroom Masionette	3 Bedroom
Signature		Date	

#### HIGH MEADOW COOPERATIVE NO. 1, Inc. C/o Stillman Management Inc. 440 Mamaroneck Avenue, S 512 Harrison, New York 10528 914-813-1900

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### PURCHASE APPLICATION FOR COOPERATIVE APARTMENT

Name of Applicant/Purchaser #1:	
Name of Applicant/Purchaser #2:	
Name of Shareholder/Seller:	
Apartment #:	Building #:
Number of Shares:	Monthly Maintenance: \$
Purchase Price: <u>\$</u>	Estimated Date of Closing:
Amount to be Financed: §	(May not be more than 90% of Purchase Price)
Name of Lender:	
Monthly Loan Payment: \$	

I/We, \_\_\_\_\_\_, have read or will read the Occupancy Agreement, House Rules and By-Laws (collectively, the "Rules and Regulations") of High Meadow Cooperative No. 1, Inc. and agree to abide by these Rules and Regulations.

(Signature #1)

(Signature #2)

#### PLEASE DO NOT INTERFILE ANY PAGES INTO THIS APPLICATION; KINDLY APPEND TO APPLICATION OR USE AS COVER SHEETS TO EXHIBITS.

#### PURCHASE APPLICATION

#### (Applicant(s): Read carefully before signing)

The undersigned hereby applies to obtain the approval of the Board of Directors of High Meadow Cooperative No. 1, Inc. for the transfer and assignment to the undersigned of the Occupancy Agreement for the unit indicated on the first page hereof and the related shares of stock.

The undersigned understands that the Board may approve or disapprove this application in its sole discretion. In no event will the Board or its agents be responsible for any liabilities or expenses incurred by the undersigned as a result of any delay in the review of this application or should this application be disapproved. This application shall remain the property of High Meadow Cooperative No. 1, Inc.

The undersigned authorizes the Board and its agents to investigate and confirm all of the information contained herein, including, without limitation, the right to contact employers, landlords, banks and other persons or entities named herein in order to elicit information bearing upon this application. The undersigned also authorizes the Board and its agents to retain a credit reporting agency to obtain, prepare and furnish information regarding employment, credit and current financial position.

The undersigned acknowledges that a personal appearance before the Board, or its duly authorized committee, by the applicant(s) and by any other person(s) who will be occupying the apartment is required before any final decision can be made. The unit must be owner occupied at all times. Any adult occupying the apartment with the owner must be interviewed by the Admissions Committee.

The undersigned agrees not to move any possessions into the apartment until after the closing has taken place.

The undersigned hereby certifies that all information furnished in this application and in all statements and other documents submitted herewith is true, correct and complete and does not omit any material facts.

Signature of Applicant 1

Date

Signature of Applicant 2

Date

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PERSONAL DATA

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	Applicant 1	Applicant 2
Name		
Social Security No.		
Present Home Address	men sterre the second second fitters (strange	
Telephone	Home:	Home:
	Business:	
Length of Time at Current Address	years	years
Previous Address (if three years or less at present		
address)		
Automobiles Owned or Leased	Year	Year
to be Maintained on Premises*	Make	Make

\* NOTE: Application for parking stickers in on High Meadow's Website or Contact Maintenance Office regarding parking stickers, Maximum number of parking stickers per unit is two (2).

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#### PERSONAL DATA (Continued)

(If any of the following questions is answered "YES," please explain on an attached sheet.)

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	Applicant 1	Applicant 2
Are there any outstanding judgments against you?	YesNo	YesNo
In the last 7 years, have you been declared bankrupt?	YesNo	YesNo
Have you ever been sued for non-payment of rent or for eviction?	YesNo	YesNo
Are you now a party in a lawsuit?	YesNo	YesNo
Are you a co-maker, or endorser on, or guarantor of, a note?	YesNo	YesNo
Do you have any contractual or court ordered financial responsibilities?	YesNo	YesNo

#### PRESENT RESIDENCE

(Check and complete whichever applicable)

Applicant 2
Own
Amount of Mortgage \$
Monthly Payment \$
Do you intend to sell?
Est. Sales Price \$
Est. Closing Date

Rent

Monthly Rental \$\_

Landlord Name, Address, Telephone No:

#### Rent

Monthly Rental \$\_\_\_\_\_

Landlord Name, Address, Telephone No:

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#### PROPOSED OCCUPANTS OF APARTMENT

• • •

Applicant	1	Yes	No

· · · · · · · · · · · ·

Applicant 2 \_\_\_\_Yes \_\_\_No

Others Yes No

If so, list Name, Age and relationship to Applicant(s)

Are any pets to be maintained in the apartment? (NOTE: High Meadow's pet restrictions, "No Dog" and "No Visiting Dogs" Policy, No Outdoor Pets)

N 2.

\_\_\_Yes \_\_\_No

If "Yes", describe:

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#### EMPLOYMENT HISTORY (If self-employed, make appropriate changes)

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Name of Current Employer	<u>Applicant 1</u>	<u>Applicant 2</u>
Nature of Business	a	
Business Address	·	
Business Telephone		
Position Held How long employed?		
Prior Employment in the Last 5 Years	From to	From to
in the Dust 5 Tours	Employer	Employer
	Nature of Business	Nature of Business
	From to	From to
	Employer	Employer
	Nature of Business	Nature of Business
Other Relevant Employment or Business Information		
		-

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REFERENCES

Bank Name and Address	<u>Applicant 1</u>	<u>Applicant 2</u>
Business Reference	Name	
	Occupation Telephone	Occupation
Business Reference	NamcAddress	and a filmer for an and a second s
	Occupation	Occupation
Current Landlord (if applicable)	Name Address	
	Telephone	

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#### **REFERENCES** (continued)

Personal References (Other than relatives)

× s

Two references required, with at least one reference for each Applicant.

Name	Name	
Address	Address	
Occupation	Occupation	
Telephone	Telephone	

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Do you object to our communicating with any of your references?

\_\_\_Yes \_\_No

If "Yes," please explain why.

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#### FINANCIAL INFORMATION

#### **Instructions for Financial Statements**

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- 1. The Financial Statements that follow must be completed by the Applicant(s). A combined statement may be made for married applicants. Otherwise a separate statement must be completed for each applicant.
- 2. Assets other than cash should be stated at market value, and liabilities should reflect amounts outstanding, in each case as of the last day of the month immediately preceding the date of this application.
- 3. If any liability is secured by a lien on any assets, the nature of the lien must be described on a separate statement.
- 4. In the case of an investment in a business, a balance sheet and income statement of the business must be attached.
- 5. Income items should represent estimates for the current year. If any item of income is substantially greater or lesser than that shown in the most recent federal income tax form submitted, please explain the differences(s) on a separate statement.
- 6. Items in **boldface** on the Financial Statements should be transferred to Exhibit I, Summary of Annual Income and Liquid Net Worth. The requirements for Annual Income and Net Worth are:
  - Debt to Income Ratio must be <sup>35%</sup>. What this means is that the Board wants the applicant(s) to be able to pay their monthly mortgage and maintenance with <sup>35%</sup> of their gross income. (Ex. If an applicant earns \$ZZ,000 annually, the Board will take <sup>35%</sup> of the \$ZZ,000 = \$YY,000 ÷ 12 = \$X,XXX monthly.
  - "Liquid" Net Worth (liquid assets less liabilities) must be a minimum of 1 year of mortgage and maintenance payments at the time of closing.

#### <u>Financial Statements</u> (Excluding Equity and Liability in Connection with Unit Being Acquired)

#### ANNUAL INCOME AND EXPENSES

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	<u>Applicant 1</u>	Applicant 2
INCOME		
Wages, Salary, Bonus	\$	\$
Interest (Taxable and Non-Taxable)	\$	\$
Dividends	\$	\$
Business Income	\$	\$
Capital Gains (Loss)	\$	\$
IRA Distributions	\$	\$
Pensions/Annuities	\$	\$
Social Security	\$	\$
Real Estate, Partnerships, etc.	\$	\$
Unemployment Compensation	\$	\$
Other (Describe)	\$	\$
	\$	\$
TOTAL GROSS INCOME (Transfer to Exhibit 1)	\$	\$
EXPENSES	\$	\$
Real Estate Debt (Current Residence)		
Life Insurance Premiums	\$	\$
Contractual Obligations:		
Real Estate Debt (property other than current residence)	\$	\$
Installment Loans	\$	\$
Other Loans	\$	\$
Alimony, Child Support, Etc.	\$	\$
Tuition	\$	\$
Other Contracts/Obligations	\$	\$
Total Contractual Obligations (Transfer to Exhibit I)	\$	\$
Other Expenses	\$	\$
TOTAL ANNUAL EXPENSES (Transfer to Exhibit I)	\$	\$

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Information for Applicant 1 Appli (ONLY IF FILED JOINTLY)		cant 1 & Applicant 2
LIQUID ASSETS Checking, Savings, Money Market Accounts, Certificates of Deposit, etc. (Name, Type, Account Number)		
	\$	
	\$	
Subtotal	Φ	\$
Securities (Description, Value)		
and the second	<u>\$</u>	
101 - 101 -	\$	
Subtotal	Φ	\$
Cash Deposit made toward Apartment Purch	hase	\$
Other (Describe)		¢.
Liquid Assets (sum of above) (Transfer to Exh	ibit 1),	\$
NON-LIQUID ASSETS		
Life Insurance		\$
Face Amount Cash Value (net of outstanding loans)		\$
Real Estate (Description/Location)		
		\$ \$
Vested Interest in Pension or Retirement Fu	nd	\$
Automobiles, Furniture and Other Personal	Property	
Other (Describe)		
		\$
Non-Liquid Assets (sum of above) (Transfer	to Exhlbit 1)	\$
TOTAL ASSETS (Liquid Assets Plus Non-)	Liquid Assets)	\$

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Information for Applicant 2 (If not reported on previous page)

LIQUID ASSETS	
Checking, Savings, Money Market	
Accounts, Certificates of Deposit, etc.	
(Name, Type, Account Number)	
\$	
\$	
\$	
Subtotal	\$
Securities (Description, Value)	
\$	
\$	
\$\$	
Subtotal	\$
Cash Deposit made toward Apartment Purchase	\$
Other (Describe)	
	\$
Liquid Assets (sum of above) (Transfer to Exhibit I)	\$
	¥
NON-LIQUID ASSETS	
Life Insurance	
Face Amount \$	
Cash Value (net of outstanding loans)	\$
Real Estate (Description/Location)	
	\$
	\$
Vested Interest in Pension or Retirement Fund	\$
Automobiles, Furniture and Other Personal Property	
Other (Describe)	
	\$
Non-Liquid Assets (sum of above) (Transfer to Exhibit I)	\$
TOTAL ASSETS (Liquid Assets Plus Non-Liquid Assets)	\$
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Information for Applicant 1 (ONLY IF FILED JOINTLY)	Applicar	t 1 & Applicant 2
LIABILITIES		
Accounts Payable (other than Installment Debt)		\$
Installment Debt (including auto loans, credit line (Name of Lender/Type)	es, revolving charge	e accounts, etc.)
	\$	
	\$	
	\$	
Subtotal		\$
	\$ \$	
Subtotal	\$	¢
Subtotal	\$	\$
Subtotal	\$	\$
	\$ \$	\$
Subtotal Other Debts/Liabilities (Describe)*	\$\$	\$
Subtotal Other Debts/Liabilities (Describe)* <u>Cash Disbursement for purchase of HMC unit</u>	\$ \$ \$	\$
Subtotal Other Debts/Liabilities (Describe)* <u>Cash Disbursement for purchase of HMC unit</u>	\$\$	\$
Subtotal Other Debts/Liabilities (Describe)* Cash Disbursement for purchase of HMC unit	\$\$	\$ \$

\*Include balance of purchase price on HMC unit to be purchased

Exhibit I	: Summary of Annual	Income and Liquid Net	Worth
Annual Income and Liquid			
Total Gross Income must be maintenance and any financia			
1 year of mortgage and main	ntenance payments. Applicant 1*	Applicant 2	Total
		Applicant 2	
1. Total Gross Income	\$	\$	\$
2. Contractual Obligations	\$	\$	\$
3. Financing for HMC	\$	\$	\$
4. Total Annual Expenses	\$	\$	\$
5. Total Liquid Assets	\$	\$	\$
6. Non-Liquid Assets	\$	\$	\$
7. Total Liabilities	\$	\$	\$
8. "Liquid" Net Worth (Lin	e 5 minus Line 7)		.\$
9. Annual Apartment Charg	ges		\$
10. Annual Apartment Char	ges plus Financing (Lin	e 3 + Line 9)	\$
11. Minimum Required Tota	l Gross Income (30% D	)TI)	\$
12. Is Line 10 greater than re	quired amount on line	11?	Yes No

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\* (or Applicants 1 and 2 if married)

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Information for Applicant 2 (If not reported on previous page)

#### **LIABILITIES**

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x \* 50

Accounts Payable (other than Installment	Debt)	\$
Installment Debt (including auto loans, cr (Name of Lender/Type)	edit lines, revolving c	harge accounts, etc.)
	\$	
	\$	
Subtotal	\$	\$
Real Estate Debt (on property described i	n "Non-Liquid Assets	")
	\$	
Subtotal	ð	\$
Other Debts/Liabilities (Describe)*	121	
Other Debts/Liabilities (Describe)*	\$	
Other Debts/Liabilities (Describe)*	\$\$ \$	
Other Debts/Liabilities (Describe)*	\$\$\$	\$

\*Include balance of purchase price on HMC unit to be purchased

1001

1.00

91.1

#### ANNUAL CHARGES FOR PROPOSED UNIT AT HIGH MEADOW COOPERATIVE No. 1

1.	Monthly Maintenance	\$
2.	Monthly Mortgage Payment	\$
3.	Total Monthly Apartment Charges (Line 1 + Line 2)	\$
4.	Debt to Income Ratio - 35%, DTI*	\$

\*30% DTL What this means is that the Board wants the applicant(s) to be able to pay their monthly mortgage and maintenance with  $^{35\%}$  of their gross income. (Ex. If an applicant earns \$ZZ, 000 annually, the Board will take  $^{35\%}$  of the \$ZZ, 000 = \$YY, 000 / 12 = \$X, XXX monthly.

### IMPORTANT NOTICE

### TO ALL SELLERS

# I, WE THE SELLER HAVE INSTALLED A CARBON MONOXIDE DETECTOR IN MY UNIT.

THIS MUST BE SIGNED AND RETURNED WITH SIGNED CONTRACTS.

DATED:\_\_\_\_\_UNIT\_\_\_

SELLER

3

PURCHASER

# HIGH MEADOW COOPERATIVE #1, INC.

# PURCHASER AND SELLER AGREEMENT

, 20\_\_\_\_

AGREEMENT made this day of Between residing at Ossining, New York, hereinafter referred to as seller, and Residing at

Hereinafter referred to as purchaser

### WITNESSETH

- 1. The seller agrees to sell and the purchaser agrees to buy from the seller shares of stock of high meadow Cooperative Number One, Inc., and the seller's right of occupancy to apartment known as , Ossining, New York, located on the premises of High Meadow Cooperative Number One, Inc.
- 2. Purchaser agrees that he takes the apartment in "as is" condition and agrees that one of the reasons that High Meadow Cooperative Number One, inc. is approving the purchaser as a tenant-shareholder is that purchaser will not request, demand or require that High Meadow Cooperative Number One, Inc., do any painting or decorating in the apartment or make any repairs or corrections to any conditions existing in the apartment up to the time that purchaser occupies the same and purchaser agrees to make such repairs and corrections and all painting and decoration at his own cost and expense. This provision shall supersede any contrary provision in the Occupancy Agreement (lease) to be executed by the purchase and High Meadow Cooperative Number One, Inc.
- 3. The parties agree that any rights or benefits that inure to High Meadow Cooperative Number One, Inc. in this agreement are intended by the parties to so inure as third part beneficiary and all such rights and benefits shall survive the closing.
- 4. This agreement shall be void and of no force and effect unless at the time of closing.
  - a. The purchaser signs an Occupancy Agreement (lease) for High Meadow Cooperative Number One, Inc., covering the purchaser's right to occupy apartment.
  - b. The seller pay to High Meadow Cooperative Number One, Inc. all monies owed by the seller to the corporation.

- c. That the closing complies with and is in accordance with all of the terms and conditions of the Certificate of Incorporation, By-Laws, and rules and regulations of High Meadow Cooperative Number One, Inc.
- d. Purchaser agrees that when he offers the shares of stock of High Meadow Cooperative Number One, Inc. which he is purchasing and his right of occupancy to the apartment which he will occupy, for sale, such offer shall be made in accordance with the terms and conditions of the Certificate of Incorporation, By-Laws and rules and regulations of High Meadow Cooperative Number One, Inc. and the occupancy agreement aforementioned.
- e. The sale price for the shares of stock and right of occupancy shall be dollars, dollars of which shall be paid at the time of the signing of this agreement, by checks subject to collection and the balance at the closing by certified check or cashier's check.
- f. The closing shall take place on the day of 200, at a.m. (p.m.)

Seller

Seller

Purchaser

Purchaser

#### RESOLUTION

WHEREAS, the Board of Directors of High. Meadow Cooperative No.1, Inc. 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 apartment corporation 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 residents of High Meadow Cooperative No.1, Inc. and/or its residents, and

WHEREAS, the Board of Directors of High Meadow Cooperative No.1, Inc. is charged with the duty to secure the financial protection of the apartment corporation and the benefits for all residents of the rights and obligations contained in its Occupancy Agreement and House Rules,

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

1. All shareholders of High Meadow Cooperative No.1, Inc. must obtain and maintain comprehensive liability and casualty insurance covering their respective apartment units.

2. Written proof of current coverage which includes the name of the insurance company, the certificate policy number and name, address and telephone number of the broker, if any must be delivered to the Managing Agent, Stillman Management, Inc, 141 Halstead Avenue, Mamaroneck, New York 10543, by August 1, 2003 and by:August let of each ensuing year.

3. The Resale Policy is hereby amended to require that all purchasers shall, as a condition of consent to purchase, provide written proof of such coverage as provided above and deliver such proof at closing.

4. Failure to provide the information requested, or to obtain and/or . maintain the required insurance, shall be deemed a material breach of the Occupancy Agreement and shall subject the defaulting shareholder to such legal action as is provided therein including termination. In addition, the Board of Directors may purchase the appropriate policy on behalf of the defaulting shareholder and the cost of the premium shall be added to the shareholder's. account as additional maintenance.

This resolution is pursuant to vote taken at a regular Board Meeting on May 13, 2003 and shall become effective immediately.

# WAIVER AGREEMENT

and the second second

AGREEMENT made this day of

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The set is

# residing at

Ossining, New York, a tenant-shareholder of HIGH MEADOW COOPERATIVE#1, INC., hereinafter referred to as tenant-shareholder, and HIGH MEADOW COOPERATIVE #1, INC., with principal office in Ossining, New York, hereinafter referred to as the Cooperative.

# WITNESSETH

The Cooperative hereby waives its option to purchase its shares of stock owned by the tenant-shareholder on the following terms and conditions:

- 1) At the time of closing, the tenant-shareholder will pay to the Cooperative the waiver fee fixed by Resolution of the Board of Directions, applicable to all apartments on the premises of the Cooperative which are the same size as the apartment occupied by the tenant-shareholder.
- 2) That as a condition precedent to the Cooperative considering approval of the prospective purchaser for the tenantshareholder's stock, the tenant-shareholder must deliver to the Cooperative the attached Agreement initialed by the tenant-shareholder, fully executed by all of the sellers and all of the prospective purchasers.

**TENANT-SHAREHOLDER** 

HIGH MEADOW COOPERATIVE #1, INC. By\_\_\_\_\_

#### OCCUPANCY AGREEMENT

1.1.1.01

#### HIGH MEADOW COOPERATIVE NO. 1, INC.

THIS AGREEMENT, made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between High Meadow Cooperative No. 1, Inc. (hereinafter referred to as the Corporation), a corporation having its principal office and place of business at New York City, New York, and \_\_\_\_\_\_ (hereinafter referred to as Member);

WHEREAS, the Corporation has been formed for the purpose of acquiring, owning and operating a cooperative housing project to be located at Ossining, New York, with the intent that its stockholders (hereinafter called Members) shall have the right to occupy the dwelling units thereof under the lerms and conditions hereinafter set forth; and

WHEREAS, the Member is the owner and holder of \_\_\_\_\_ shares of common capital stock of the Corporation and has a bona fide intention to reside in the project;

NOW, THEREFORE, in consideration of Onc Dollar (\$1.00) to each of the parties paid by the other party, the receipt of which is hereby acknowledged, and in further consideration of the mutual promises contained herein, the Corporation hereby lets to the Member, and the Member hereby hires and takes from the Corporation dwelling unit number \_\_\_\_, located at \_\_\_\_\_, Ossining, New York;

TO HAVE AND TO HOLD said dwelling unit unto the Member, his executors, administrators and authorized assigns, on the terms and conditions set forth herein and in the corporate Charter and By-Laws of the Corporation and any rules and regulations of the Corporation now or hereafter adopted pursuant thereto, from the date of this agreement, for a term terminating on \_\_\_\_\_\_, renewable thereafter for successive three-year periods under

the conditions provided for herein.

#### ARTICLE 1 MONTHLY CARRYING CHARGES

Commencing at the time indicated in ARTICLE 2 hereof, the Member agrees to pay to the Corporation a monthly sum referred to herein as "Carrying Charges," equal to one-twelfth of the Member's proportionate share of the sum required by the Corporation, as estimated by its Board of Directors to meet its annual expenses, including but not limited to the following items:

(a) The cost of all operating expenses of the project and services furnished.

(b) The cost of necessary management and administration.

the state of sec.

(c) The amount of all taxes and assessments levied against the project of the Corporation or which it is required to pay, and ground rent, if any.

(d) The cost of fire and extended coverage insurance on the project and such other insurance as the Corporation may effect or as may be required by any mortgage on the project.

(e) The cost of furnishing water, electricity, heat, gas, garbage and trash collection, and other utilities, if furnished by the Corporation.

(f) All reserves set up by the Board of Directors, including the general operating reserve and the reserve for replacements.

(g) The estimated cost of repairs, maintenance and replacements of the project property to be made by the Corporation.

(h) The amount of principal, interest, mortgage insurance premium and other required payments on the hereinafter mentioned insured mortgage.

(i) Any other expanses of the Corporation approved by the Board of Directors, including deficiencies, if any, for prior periods.

The Board of Directors shall determine the Carrying Charges from time to time. Said sum shall be estimated on an annual basis and divided by the number of months remaining in the then current fiscal year; but in no event shall the Member be charged with more than his proportionate share thereof as determined by the Board of Directors.

Until further notice from the Corporation, the monthly Carrying Charges for the above-mentioned dwelling unit shall be \$\_\_\_\_\_.

# ARTICLE 2 WHEN PAYMENT OF CARRYING CHARGES TO COMMENCE

After thirty (30) days' notice by the Corporation to the effect that the dwelling unit is available for occupancy; or upon acceptance of occupancy, whichever is earlier, the Member shall make a payment for Carrying Charges covering the next month's maintenance. Thereafter, the Member shall pay Carrying Charges in advance on the first day of each month.

#### ARTICLE 3 MEMBER'S OPTION TO RENEW

It is covenanted and agreed that the term herein granted shall be extended and renewed from time to time by and against the parties hereto for further periods of three [3] years each from the expiration of the term herein granted, upon the same covenants and agreements as herein contained unless: (1) notice of the Member's election not to renew shall have been given to the Corporation in writing at least four (4) months prior to the expiration of the them current term, and (2) the Member shall have on or before the expiration of said term (a) endorsed all his stock for transfer in blank and deposited same with the Corporation, and (b) met all his obligations and paid all amounts due under this agreement up to the time of said expiration, and (c) vacated the premises, leaving same in good state of repair. Upon compliance with provisions (1) and (2) of this Article, the Member shall have no further liability under this agreement and shall be entitled to no payment from the Corporation.

# ARTICLE 4 PREMISES TO BE USED FOR RESIDENTIAL PURPOSES ONLY

The Member shall occupy the dwelling unit covered by this agreement as a private dwelling for himself and his immediate family, and for no other purpose, and may enjoy the use, in common with the other members of the Corporation, of all community property and facilities of the project, so long as he continues to own common stock of the Corporation, occupies his dwelling unit, and abides by the terms of this agreement.

The Member shall not permit or suffer anything to be done or kept upon said premises which will increase the rate of insurance on the building, or on the contents thereof, or which will obstruct or interfere with the rights of other occupants, or annoy them by unreasonable noises or otherwise, nor will he commit or permit any nuisance on the premises or commit or suffer any immoral or illegal act to be committed thereon. The Member shall comply with all of the requirements of the Board of Health and of all other governmental authorities with respect to the said premises. If by reason of the occupancy or use of said premises by the Member the rate of insurance on the building shall be increased, the Member shall become personally liable for the additional insurance premises.

# ARTICLE 5 MEMBER'S RIGHT TO PEACEABLE POSSESSION

In return for the Member's continued fulfillment of the terms and conditions of this agreement, the Corporation covenants that the Member may at all times while this agreement remains in effect, have and enjoy for his sole use and benefit the property hereinabove described, after obtaining occupuncy, and may enjoy in common with all other members of the Corporation the use of all community property and facilities of the project.

ARTICLE 6 <u>NO SUBLETTING WITHOUT CONSENT OF</u> CORPORATION The Member hereby agrees not to assign this agreement or sublet his dwelling unit without the written consent of the Corporation. Violation of this provision shall, at the option of the Corporation, result in termination and forfeiture of the Member's rights under this agreement. Rents under any sublease shall be assigned to the Corporation and the sublease shall be delivered to the Corporation, and the Corporation irrevocably empowered to collect rents and apply the rents in reduction of sums due from time to time under this agreement. The sublease shall be in form acceptable to the Corporation, shall require the subtenant to abide by the terms of the Occupancy Agreement during his subtenancy, and shall give to the Corporation an irrevocable power to dispossess or otherwise act for the sublessor in case of default under the sublease.

The liability of the Member under this agreement shall continue, notwithstanding the fact that he may have sublet the dwelling unit with the approval of the Corporation. The Member shall continue liable for all obligations hereunder and shall be responsible to the Corporation for the conduct of his sublessee.

#### ARTICLE 7 TRANSFERS

Nother this agreement nor the Member's right of occupancy shall be transferable or assignable, except in the same manner as may now or bereafter be provided for the transfer of memberships in the By-Laws of the Corporation.

# ARTICLE 8 MANAGEMENT, TAXES AND INSURANCE

The Corporation shall provide necessary management, operation and administration of the project; pay or provide for the payment of all taxes or assessments levied against the project; procure and pay or provide for the payment of fire insurance and extended coverage, and other insurance as required by any mortgage on property in the project, and such other insurance as the Corporation may deem advisable on the property in the project. The Corporation will not, however, provide insurance on the Member's interest in the dwelling unit or on his personal property. As to the effect of a fire loss on the interests of the Member, see Article 14 below.

#### ARTICLE 9 UTILITIES FURNISHED AND CHARGES FOR ELECTRICITY AND GAS

(a) The Corporation shall provide water and heat in amounts which it deems reasonable and shall include the cost thereof in the Carrying Charges set forth in Article 1 hereof.

(b) The Corporation shall also provide electricity and fuel and the Member agrees to pay to the Corporation a monthly sum, referred to herein as "Utility Charges," which is included in the maintenance fec, plus any surcharges for additional appliances, as estimated by the Board of Directors to meet the costs of furnishing electricity and fuel. Such Utility Charges shall commence and be payable at the same times for the said periods as the Carrying Charges hereinabove provided. The Member also agrees and understands there is a cable charge of \$9.00 per month, per unit, which must be paid each month as additional carrying charges. This charge is subject to change from time to time by approval of the Board of Directors.

#### ARTICLE 10 REPAIRS

- (a) <u>By Member</u>. The Member agrees to repair and maintain his dwelling unit at his own expense as follows:
  - (1) Any repairs or maintenance necessitated by his own negligence or misuse,
  - (2) Interior decorating.
  - (3) Repair or replacement of ranges, refrigerators and asphalt tile.
- (b) <u>Hy Corporation</u>. The Corporation shall provide and pay for all necessary repairs, maintenance and replacements, except as specified in clause (a) of this Article.
- (c) <u>Right of Corporation to Make Repairs at Member's Expense</u>. In case the Member shall fail to effect the repairs and maintenance specified in clause (a) of this Article in a manner satisfactory to the Corporation and pay for same, the latter may do so and add the cost thereof to the Member's next month's Carrying Charge payment.

# ARTICLE 11 ALTERATIONS AND ADDITIONS

The Member shall not, without the written consent of the Corporation, make any structural alterations in the premises or in the water, gas or steam pipes, electrical conduits, plumbing or other fixtures connected therewith, or remove any additions, improvements or fixtures from the premises.

If the Member for any reason shall cease to be an occupant of the premises, he shall surrender to the Corporation possession thereof, including any alterations, additions, fixtures and improvements.

The Member shall not, without the prior written consent of the Corporation, install or use in his dwelling unit any air-conditioning equipment, washing machine, clothes dryer, electric heater or power tools, all of which are expressly excluded even from occasional use by the Member unless the required written consent of the Corporation has been obtained. The Member agrees that the Corporation may require the prompt removal of any such equipment at any time, and that his failure to remove such equipment upon request shall constitute a default within the meaning of Article 12 of this agreement.

# ARTICLE 12 DEFINITION OF DEFAULT BY MEMBER AND EFFECT THEREOF

It is hereby mutually agreed as follows: If at any time after the happening of any of the events specified in clauses (a) to (i) of this Article, the Corporation shall give to the Member a notice that this agreement will expire at a date not less than thirty (30) days thereafter, this agreement and all of the Member's rights under this agreement will expire on the date so fixed in such notice, unless in the meantime the default has been cured in a manner deemed satisfactory by the Corporation, it being the intention of the parties hereto to create hereby conditional limitations, and it shall thereupon be lawful for the Corporation to re-enter the dwelling unit and to remove all persons and personal property therefrom, either by summary dispossess proceedings or by suitable action or proceedings at law or in equity or by force or otherwise, and to repossess the dwelling unit in its former state as if this agreement had not been made:

- (a) In case at any time during the term of this agreement the Member shall cease to be the owner and legal holder of a share of slock of the Corporation.
- (b) In case the Member attempts to transfer or assign this agreement in a manner inconsistent with the provisions of Article 7 hereof.
- (c) In case at any time during the continuance of this agreement the Member shall be declared a bankrupt under the laws of the United States.
- (d) In case at any time during the continuance of this agreement a receiver of the Member's property shall be appointed under any of the laws of the United States or of any State.
- (c) In case at any time during the continuance of this agreement the Member shall make a general assignment for the benefit of creditors.
- (f) In case at any time during the continuance of this agreement any of the stock of the Corporation owned by the Member shall be duly levied upon and sold under the process of any Court.
- (g) In case the Member fails to effect and/or pay for repairs and maintenance as provided for in Article 2 hereof.
- (h) In case the Member shall fail to pay any sum due pursuant to the provisions of Article 1 hereof.

(i) In case the Member shall default in the performance of any of his obligations under this agreement.

The Member hereby expressly waives any and all right or redemption in case he shall be dispossessed by judgment or warrant of any Court or judge; the words "enter," "re-enter," and "re-entry," as used in this agreement are not restricted to their technical legal meaning, and in the event of a breach or threatened breach by the Member of any of the covenants or provisions hereof, the Corporation shall have the right of injunction and the right to invoke any remedy allowed at law or in equity, as if re-entry, summary proceedings and other remedies were not herein provided for.

The failure on the part of the Corporation to avail itself of any of the remedies given under this agreement shall not waive nor destroy the right of the Corporation to avail itself of such remedies for similar or other breaches on the part of the Member.

# ARTICLE 13 MEMBER TO COMPLY WITH ALL CORPORATE REGULATIONS

The Member covenants that he will preserve and promote the cooperative ownership principles on which the Corporation has been founded, ablde by the Charter, By-Laws, rules and regulations of the Corporation and any amendments thereto, and by his acts or cooperation with its other members bring about for himself and his co-members a high standard in home and community conditions.

# ARTICLE 14 EFFECT OF FIRE LOSS ON INTERESTS OF MEMBER

In the event of loss or damage by fire or other casualty to the abovementioned dwelling unit without the fault or negligence of the Member, the Corporation shall determine whether to restore the damaged premises and shall further determine, in the event such premises shall not be restored, the amount which shall be paid to the Member to redeem the common stock of the Member and to reimburse him for such loss as he may have sustained.

If, under such circumstances, the Corporation determines to restore the premises, Carrying Charges shall abate wholly or partially as determined by the Corporation until the premises have been restored. If on the other hand the Corporation determines not to restore the premises, the Carrying Charges shall cease from the date of such loss or damage.

# ARTICLE 15 INSPECTION OF DWELLING UNIT

The member agrees that the representatives of any mortgagee holding a mortgage on the property of the Corporation, and the officers and employees of the Corporation, shall have a right to enter the dwelling unit of the Member and make inspections thereof at any reasonable hour of the day.

#### ARTICLE 15 SUBORDINATION CLAUSE

The cooperative housing project, of which the above-mentioned dwelling unit is a part, was or is to be constructed by the Corporation with the assistance of a mortgage loan advanced to the Corporation by a private lending institution with the understanding between the Corporation and the lender that the latter would apply for mortgage insurance under Section 213 of the National Housing Act. Therefore, it is specifically understood and agreed by the parties hereto that this agreement and all rights, privileges and benefits hereunder are and shall be at all times subject to and subordinate to the lien of a first mortgage and the accompanying documents executed by the Corporation under date of

payable to The County Trust Company, in the principal sum of \$2,995,000.00, with interest at five and one-quarter (5 1/4%) per centum, and insured or to b insured under Section 213 of the National Housing Act, and to any and all modifications, extensions and renewals thereof, and to any mortgage or deed of trust made in replacement thereof, and to any mortgage or deed of trust which may at any time hereafter be placed on the property of the Corporation or any part thereof. The Member hereby agrees to execute, at the Corporation's request and expense, any instrument which the Corporation of any lender may deem necessary or desirable to effect the subordination of this agreement to any such mortgage or deed of trust, and the Member hereby appoints the Corporation and each and every officer thereof, and any future officer, his irrevocable attorney-in-fact during the term hereof to execute any such instrument on behalf of the Member. The Member does hereby expressly waive any and all notices of default and notices of foreclosure of said mortgage which may be required by law. In the event a walver of such notices is not legally valid, the Member does hereby constitute the Corporation his agent to receive and accept such notices on the Member's behalf.

#### ARTICLE 17 NOTICES

Whenever the provisions of law or the By-Laws of the Corporation or this agreement require notice to be given to either party hereto, such notice may be given in writing by depositing the same in a post office or letter box, in a postpaid, sealed wrapper, addressed to the person to whom the notice is to be given, at his or her address as the same appears in the books of the Corporation, and the time when the same shall be mailed shall be deemed to be the time of the giving of such notice.

# ARTICLE 18 FISCAL REPORTS

At the end of each fiscal year, the Corporation shall furnish to the Member a statement of the income and disbursements of the Corporation,

# ARTICLE 19 ORAL REPRESENTATION NOT BINDING

No representations other than those contained in this agreement, the Charter and By-Laws of the Corporation shall be binding upon the Corporation.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed and sealed the day and year first above written.

# HIGH MEADOW COOPERATIVE NO. 1, INC.

By:\_\_

(SEAL)

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Vice-President

Member and Stockholder

# HIGH MEADOW COOPERATIVE NO. 1, INC.

The undersigned who will become the occupant of Apartment located at \_\_\_\_\_\_, Ossining, New

York 10562, on the premises of High Meadow Cooperative No. 1, Inc., agrees that regardless of any of the terms and conditions contained in the occupancy agreement (lease) executed or to be executed by the undersigned and the Cooperative Corporation, fixing the time when the Cooperative Corporation is to deliver possession of the aforementioned apartment, the Cooperative Corporation is relieved of any obligation, liability or responsibility for failure to deliver possession of the aforementioned apartment to the undersigned until the occupant-stockholder residing in the aforementioned apartment has vacated the same and delivered possession to the Cooperative Corporation and the Cooperative Corporation, in its sole discretion, has determined that the apartment is ready for occupancy.

Date:

# HIGH MEADOW COOPERATIVE NO. 1, INC.

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This is to affirm that it is understood that I will ablde by the Rules and Regulations of the High Meadow Cooperative and that I will not bring any dogs or outdoor pets on the premises of the Cooperative.

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

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# HIGH MEADOW COOPERATIVE NO. 1, INC.

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I covenant and warrant that I have made a physical examination of the apartment and accept the same in its present condition or in such condition as it may be at the time I move into said apartment, "as is."

The words "I" or "me" as used herein shall be construed as singular or plural as a send of meaning require.

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



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440 Mamaroneck Avenue, Suite S 512 Harrison, NY 10528 T:914.813.1900 F:914.813.1919



www.stillmanmanagement.com

# REQUEST FOR VERIFICATION OF EMPLOYMENT

INSTRUCTIONS:	APPLICANT EMPLOYER	- Complete Sec. 1: - Complete Sec. 2;	Send to Employer Return to Stillman Mgmt.		
SECTION 1: R	EQUEST				
TO: EMPLOYER (Name and Address)			FROM: Stillman Management, Inc. 440 Mamaroneck Avenue Harrison NY 10528		
I HEREBY AUTHOR		TO RELEASE THE REQUE TO STILLMAN MANAGEMI	STED INFORMATION AND TO ENT, INC.		
NAME AND ADDRESS	OF EMPLOYEE	SIGNATURE OF EMPLO	OYEE:		
SECTION 2: V	ERIFICATION OF EN	MPLOYMENT			
Date Hired:	Current Position:				
Probability of continued	Employment:				
Is Overtime or Bonus Ap	oplicable?	Is it likely to continue?			
Overtime: Yes No		Bonus: Yes No	Bonus: Yes No		
Current Base Pay		per year			
EARNINGS	ТҮРЕ	YEAR TO DATE	LAST YEAR		
	BASE PAY				
	OVERTIME				
	COMMISSION				
	BONUS				

SIGNATURE OF EMPLOYER:

TITLE:

DATE:



440 Mamaroneck Avenue, Suite S 512 Harrison, NY 10528 T: 914.813.1900 F: 914.813.1919

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www.stillmanmanagement.com

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SECTION 1: R	EQUEST				
TO: EMPLOYER (Name and Address)			FROM: Stillman Management, Inc. 440 Mamaroneck Avenue Harrison NY 10528		
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NAME AND ADDRESS	OF EMPLOYEE	SIGNATURE OF EMPL	OYEE:		
SECTION 2: V	ERIFICATION OF EN	MPLOYMENT			
Date Hired:	Hired: Current Position:				
Probability of continued	Employment:				
Is Overtime or Bonus Ap	plicable?	Is it likely to continue?			
Overtime: Yes	_No	Bonus: Yes No			
Current Base Pay		per year			
EARNINGS	ТҮРЕ	YEAR TO DATE	LAST YEAR		
	BASE PAY				
	OVERTIME				
	COMMISSION				
	BONUS				

SIGNATURE OF EMPLOYER:

TITLE:

DATE:



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

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# **REQUEST FOR VERIFICATION OF DEPOSITS**

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INSTRUCTIONS:	PURCHAS BANK		mplete Sec. 1: mplete Sec. 2:	Send to Bar Return to S	ık tillman Mgmt,	
SECTION 1: R	EQUEST					
TO: BANK (Name and Address) FROM:			Stillman Management, Inc. 440 Mamaroneck Avenue Harrison NY 10528			
	LIST	OF ACCOUNTS	S TO BE VERIFIED			
TYPE OF ACCOUNT	IN THE NAME(S) OF		ACCOUNT#		BALANCE	
I HEREBY AUTH	ST	ILLMAN MAN	INFORMATION AN AGEMENT, INC. RE OF CUSTOMER		RD SAME TO	
SECTION 2: VI	ERIFICATION C	OF DEPOSITS (A	AND LOANS)			
TYPE OF ACCOUNT	ACCOUNT#	BALANCE	PAST 2 MO A	AVG DA	TE OPENED	
SIGNATURE:		TITL	Æ:	DAT	TE;	



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440 Mamaroneck Avenue, Suite \$ 512 Harrison, NY 10528 Τ: 914.813.1900 β: 914.813.1919 www.stillmanmanagement.com

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# **REQUEST FOR VERIFICATION OF DEPOSITS**

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INSTRUCTIONS:	PURCHASER BANK		- Complete Sec. 1: - Complete Sec. 2:		Send to Bank Return to Stillman Mgmt.	
SECTION 1: R	EQUEST					
TO: BANK (Name and Address) FROM:		OM;	Stillman Management, Inc. 440 Mamaroneck Avenue Harrison NY 10528			
	LIS	T OF ACCO	DUNTS TO	BE VERIFIED		
TYPE OF ACCOUNT	IN THE NAME(S) OF		<b>ק</b>	ACCOUNT#	BALANCE	
I HEREBY AUTH	N	STILLMAN	MANAGE	ORMATION AND T EMENT, INC. OF CUSTOMER	TO FORWARD SAME TO	
NAME AND ADDRESS	OF COSTOMI		INA I UKE	OF CUSTOMER		
SECTION 2: VI	ERIFICATION	N OF DEPOS	SITS (AND	LOANS)		
TYPE OF ACCOUNT	ACCOUNT#	BALA	ANCE	PAST 2 MO AVO	G DATE OPENED	
		-				
SIGNATURE:			TITLE:		DATE:	

The undersigned applicant acknowledges that he/she is aware of the rules and regulations contained in the Occupancy Agreement, House Rules, and By-Laws of High Meadow Cooperative No. 1 Inc. The undersigned agrees that, should he/she become a resident of High Meadow Cooperative No. 1, Inc. He/she will adhere to all of said rules and regulations in the spirit of cooperative living.

The following listing highlights some, but not all, of the House Rules and other rules and regulations in effect at High Meadow Cooperative No. 1, Inc.

1. Maintenance payments are due on the first of every month.

- 2. No alteration which affects the interior structure of a unit may be made without the written permission of the Board of Directors.
- 3. You are responsible for all the keys; replacement and additional keys are at the shareholder's expense. If you change the door knob lock to your unit in must be keyed to High Meadow's master key.
- 4. All units must install and maintain smoke and carbon monoxide detectors. Two and Three Bedroom units must have 2 smoke detectors installed.
- 5. No dogs, including visiting dogs or any outdoor pets, are permitted at High Meadow Cooperative.
- 6. Subletting is <u>NOT</u> allowed at High Meadow.
- 7. Operating a business from your unit is prohibited.
- 8. Parking at High Meadow Cooperative is permitted only in authorized areas and vehicles must have a parking permit sticker. Parking in fire zones is not permitted. Each unit is assigned one number parking space. No vehicle is to be left unattended at any time in Fire Zones/No Parking Areas.
- 9. Guests may park on the streets. For overnight guest call the police department, furnishing, make, model and tag number.
- 10. Smoking is not permitted with 20 feet of the buildings and in all common areas.
- 11. Garbage please read the Rules and Regulations for proper disposal regulations.
- 12. All shareholders of High Meadow Cooperative No. 1, Inc. must obtain and maintain comprehensive liability and casualty insurance covering their respective apartment units. Written proof of current coverage which includes the name and address of the insurance company and the policy number, and the name, address and telephone number of the broker, if any, must be delivered to the Managing Agent upon the anniversary or renewal date of the policy each and every ensuing year, or whenever the policy is renewed.

- 13. The rules posted in the laundry room must be followed. Residents must use their best efforts to keep the laundry room clean.
- 14. Use of the Community Room, is for residents or accompanied guests only. All are subject to such restrictions as may be determined by the Board of Directors.
- 15. All paperwork pertaining to the sale of the apartment must be received by Stillman Management at least eight (8) weeks before the scheduled closing.
- 16. Moving in and out of High Meadow Cooperative should only take place between the hours of 8:30 a.m. and 4:30 p.m., Monday through Saturday. (A refundable move-in deposit of \$500 must be given with the application).
- 17. All rules are subject to change by the Board of Directors.

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18. I covenant and warrant that I have made a physical examination of the apartment and accept the same in its present condition or in such condition as it may be at the time I move into said apartment, "as is,"

The words "I" or "me" as used herein shall be construed as singular or plural as a send of meaning require.

Please refer to the Occupancy Agreement, Rules and Regulations and By-Laws Policy for a complete statement of the Rules and Regulations in effect at High Meadow Cooperative. If you have any questions about the rules, please call the Stillman Management Office at 914/813-1900. Or you may submit a question via High Meadow's website.

Agreed to and signed by applicant(s) on this date

HIGH MEADOW COOPERATIVE NO.1 INC.

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# **Rules & Regulations**

Ossining, New York, 10562 February 21, 2017

# Preface

The following Rules & Regulations were adopted at a meeting of the Board of Directors held on October 8, 1965, and amended, updated and/or revised October 10, 1966; July 10, 1967; May 16, 1973; April 1, 1979; January, 1986; January, 1989; November, 1993; January 24, 1995; January 12, 1999; June 10, 2003; October 1, 2005; June 1, 2006; October 1, 2006; July 1, 2008; October 10, 2010; June 10, 2013 and November 19, 2016; February 21, 2017.

These Rules & Regulations will remain in effect until rescinded or amended by this Board of Directors or any subsequent Board of Directors.

Rules & Regulations are the natural outgrowth of living together in High Meadow. Their aim is to maintain a high standard in home and community living.

The Shareholders and Shareholders' families, agents, employees, visitors and licensees shall observe faithfully and comply strictly with the Rules & Regulations herein contained and set forth, and such other and further reasonable Rules & Regulations as may be adopted by the Cooperative, and by his/her acts of cooperation bring about for himself/herself and his/her co-Shareholders, high standards of occupancy in his/her home and community.

Infractions of these Rules & Regulations may lead to processing fees and/or may be sufficient cause for eviction as an undesirable Shareholder. Toward this end, your Board of Directors has set forth the Rules & Regulations contained herein.

Please check High Meadow Cooperative's website for updated information.

Board of Directors February 21, 2017

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# **Terminology & Application**

The term "Shareholder" shall replace all other terms used in previous Rules & Regulations and shall be the sole term that will apply to: tenant-Shareholder, cooperator, tenant-stockholder, etc. These Rules & Regulations shall apply to all Shareholders and shall include his/her/their family, guests, visitors, agents, employees, licensees, and invitees.

#### Violation of Rules & Regulations and Damage to Property

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The Shareholder shall be held liable for the violation of these Rules & Regulations and/or damage to Cooperative property caused by the Shareholder and/or Shareholder(s) family, guests, visitors, agents, employees, licensees, and invitees. In addition, any Shareholder who notices such physical damage is requested to notify the Managing Agent or Superintendent immediately, especially if the damage represents a hazard to other Shareholders.

## **Monthly Carrying Charges**

#### **Maintenance Fees, Assessments & Surcharges**

Monthly carrying charges (including maintenance fees, assessments and surcharges), as determined by the Board of Directors, are due and payable by the first day of each and every month and are to be paid by check or money order, made payable to High Meadow Cooperative No. 1, Inc. Arrangements can be made for Direct Debit of your maintenance and electricity charges by completing the Direct Debit form which can be found on the Co-op website or by calling Management. If payment in full is not received during a ten-day period, a late processing fee shall be added to the delinquent Shareholder's account.

\*Any Shareholder who is in arrears for two (2) consecutive months, or who has an outstanding balance equal to 1½ times their total monthly fees, or who owes arrears in any amount for three (3) consecutive months, will have their files turned over to the Cooperative's attorney for the commencement of legal action. All fees and legal fees charged by the attorney will be added to the delinquent Shareholder's account. The Management Company, under the direction of the Board of Directors will strictly enforce this. If any Shareholder has a financial or personal problem, he/she must contact the Board before legal proceedings begin, so that an attempt can be made to work out an acceptable solution.

If any Shareholder shall at any time default in compliance with the terms and conditions of the Articles of Incorporation, By-laws, Occupancy Agreement, or Rules & Regulations, as same may be amended from time to time, and the Corporation shall institute legal action because of such default against the Shareholder, the Shareholder shall pay to the Corporation any and all expenses incurred, including costs, disbursements, and attorney fees, and the Corporation shall have the right to collect the same as if it were a part of the maintenance fees for the apartment occupied by the Shareholder.

#### Electricity

When High Meadow was built in the mid-sixties, electricity usage was monitored by 7 Master Meters. Shareholders did not have any control over their electric bill. In order to compensate the coop for the additional electrical usage, the coop imposed additional charges for air conditioners, and dryers. In 1996, the New York State Public Service Commission simplified procedures for cooperatives and condominiums to obtain approval to sub meter, by modifying requirements for approval by a majority of shareholders in a master metered building.

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Sub metering permits the measurement of electric use in individual apartments via a coopowned meter that is installed for each apartment. The coop continues to purchase its electricity on the less expensive commercial or bulk residential rate basis, but now the Coop is able to bill electric to individual apartments on an actual consumption basis. The relationship between the coop and the utility company remains exactly the same as before. The coop continues to receive one bill from the utility and the owner (the coop) allocates the utility costs based on the usage recorded by each apartment's sub meter.

The sub meters are owned by the coop and not the utility. Experience shows that the change from master-metering to sub metering typically reduces the consumption of electricity in apartments by 10-26%. Sub metering simply restores the "pay for what you use" concept.

High Meadow currently purchases electricity from an Energy Service Company, usually at a lower price per kilowatt hour. The company must be registered with the New York State Public Service Commission, and act solely as the energy supplier—Con Edison/Entergy remains the energy delivery company.

## **Cablevision, FiOS, Satellite & Aerials**

The Cooperative has been wired for Cablevision and FiOS reception. Aerials, antennas, wire, satellite dishes and the like may not be attached to the exterior of any building. Satellite dishes may not be installed on any common areas of the building or the grounds of the premises. The use of any instrument that causes interference with the operation of television and radios is strictly forbidden. Repair costs resulting from misuse or abuse of cable or FiOS equipment will be the responsibility of the Shareholder. The Shareholder may make arrangements for Cablevision/OptImum or Verizon FiOS service on an individual basis.

#### Subletting

The National Cooperative Bank (NCB), the Corporation's mortgage holder, and High Meadow's By-Laws do not allow subletting.

#### Pets

No Shareholder may own, keep and/or harbor dogs, outdoor cats or any other outdoor pets on or in any portion of the Cooperative premises. Visitors' pets are similarly prohibited.

Shareholders may own, keep or harbor other indoor pets, including cats, within the confines of their apartments, providing they are not a nuisance (provided that the animals are previously registered with the Managing Agent). The Board of Directors reserves the right in its absolute discretion to limit the nature and number of indoor pets. When the indoor pet is removed from the Shareholder's apartment, it must be carried in the Shareholder's arms beyond the limit of the Cooperative premises. The same shall apply when returning to the premises. A violation of this rule may result in the termination of the offending Shareholder's right to retain the pet or the termination of the offending Shareholder's Occupancy Agreement and the commencement of eviction and/or foreclosure proceedings.

#### **Maintenance Responsibility**

In general, the Cooperative is responsible for repairs and maintenance to the structure of the building, the common walkways and hallways, parking lots, driveways, and grounds and those areas of the apartment interior to the walls, floors and ceilings. Shareholders are responsible for

repairs and maintenance within their apartment. Responsibility for repairs and maintenance is determined according to the Occupancy Agreement, except as specified in this document. A specific but non-exclusive list of examples of the allocation of repairs between High Meadow Cooperative and the Shareholder is outlined below.

To clarify, any replacement of original wiring including fuse boxes, plumbing fixtures or equipment and/or attachments or connections or any other original items within the Shareholder's unit, whether performed by the Cooperative or the current or previous Shareholder, become the responsibility of the Shareholder in the event of further required replacement, repairs or service.

All necessary maintenance repairs must be reported to the maintenance and/or proper authority (as outlined in the Newsletter following the Annual Meeting). Failure to report maintenance needs will be deemed neglect on the part of the Shareholder, and any cost incurred due to such neglect will be the responsibility of the Shareholder.

#### Service Requests

Service requests are to be directed to the appropriate department of the Corporation. Emergency requests for maintenance service are to be directed to the office of the Management Company. Routine maintenance requests can be submitted through High Meadow's website or can be directed to the appointed Board liaison through the Maintenance Request form. If the service request is of a nature such that it does not fall under the province of the Superintendent, then the Managing Agent is to be contacted. If the Shareholder through these contacts derives no satisfaction, then the appropriate Board Member, as outlined in the newsletter following the Annual Shareholders Meeting, should be contacted. The Board Member may then request the Shareholder to submit a properly completed request form in triplicate in order to document the communication, to the Board of Directors, Management Company, or Agent and maintain a copy for him/herself. Procedures for all requests, complaints, and suggestions will be outlined annually in the newsletter following the Annual Shareholder's Meeting.

## **Structural Changes**

No change in the structure, including cabinets and fixtures, plumbing and electrical wiring, of the corporate premises shall be made by, for, or on behalf of any Shareholder inside or outside the apartment without the prior written consent of the Board of Directors. Application for renovations can be found on High Meadow's web site or requested from the Maintenance Department. Changes shall be governed by the Guidelines for Alterations Application (Addendums B &C). No change in the appearance of the exterior shall be made without the written consent of the Board of Directors. Erecting any structure on community property, for example, but not limited to fences, sheds, patios, is prohibited.

Work hours for all alterations/construction within an apartment are as follows:

Monday thru Friday Saturday & Sunday 8:00am to 6:00pm 9:00am to 5:00pm

## **Structural Repairs and Replacements**

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The Cooperative is responsible for repairs to and maintenance of the building foundations, the structural frame, the sub floor and floor slabs, sidewalks, exterior walls, exterior doors and windows (excluding storm doors and sliding doors), roofs and roof structures, cellars, fences, chimneys, common stairways and entranceways and main entrances, and other public spaces and for any painting needed for the above areas.

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The Shareholder is responsible for the repair and maintenance, within his/her apartment, of all interior walls, ceilings, floors above the sub floor (hardwood floors, parquet floors, tile, linoleum, carpet and the like), interior doors, trim and hardware, the replacement of windows or window glass broken by the Shareholder, storm doors, sliding doors and the normal painting and decorating work within the apartment. The Shareholder is responsible for all interior wall coverings, including grout, caulking and tile, wallpaper, paneling and paint. The Shareholder is responsible for all cabinets and counters and any appliances located in the apartment.

## Plumbing

The Cooperative is responsible for repairs to and the maintenance of the water supply and drainage piping and all pumps, tanks and plumbing fixtures located in public spaces. It is responsible for the entire heating system, including radiators, installed by the Cooperative. The Cooperative is also responsible for the proper functioning of original Cooperative installed faucets, toilets, sinks and tubs, including the pipes connected to these fixtures.

The Shareholder is responsible for the repair, maintenance and replacement of all piping, fixtures and other equipment installed by the Shareholder or by a previous Shareholder, whether installed with or without the approval of the Cooperative.

## Wiring

The Cooperative is responsible for the repair, maintenance and replacement of all original wiring from the junction box to the wall outlets within the apartment.

The Shareholder is responsible for all outlets, switches and any new wiring, fixtures or circuit breakers installed by the Shareholder; or by any previous Shareholder, whether installed with or without the approval of the Cooperative.

#### **Smoke & Carbon Monoxide Detectors**

All Shareholders must install and maintain smoke and carbon monoxide detectors. One smoke detector is to be installed in each marionette or one-bedroom apartment, and two smoke detectors in each duplex apartment, one each on the upper and lower levels. One carbon monoxide detector must be installed in each apartment. In duplex apartments, the carbon monoxide detector must be installed upstairs on the same level as the bedrooms. Management has the right to inspect all apartments to confirm this installation was made.

#### Entrances

Unit Front Doors and Screen Doors were installed in 2012-2013. All new doors were installed with a 1 year warranty that expired in 2014.

- 1. <u>Nothing is to be nailed and/or screwed in to the trim around the entrance.</u>
- 2. If you wish to hang a decoration on your door, please use either a very thin over- thedoor hanger or the damage- free hooks (e.g. made by Command). These hooks can be removed without causing any damage to the paint/door. <u>Nothing is to be nailed and/or</u> <u>screwed into the door.</u>

3. The Shareholder is responsible for all keys; replacement and additional keys are at the Shareholder's expense. Any Shareholder, who replaces the lock of the door knob, must have that lock keyed to the corporation's Master Key.

- 4. The Shareholder is responsible for the maintenance and repairs of the storm door.
- 5. Any damages caused to either door or its paint, are the responsibility of the Shareholder.

# **Exterior Door Locks**

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The Cooperative maintains a master key for the basic doorknob lock on all exterior doors. The doorknob lock cannot be replaced unless you contact the Maintenance Staff for guidance and approval. The following procedure will be in effect for anyone who is locked out:

A lock out during the normal staff workday – Monday through Friday between 8am and 4pm – will be responded to without charge, providing the top lock is not locked.

If a lock out occurs after the staff's normal working hours, you will be required to hire the services of a locksmith. The Superintendent is not available to assist with re-entry.

#### Keys

At the time of purchase of their unit, all Shareholders will receive 2 keys to the entrance door & 2 keys to the storm doors, one key to the double-locks securing the Laundry Rooms and Storage Rooms.

At the time of garage rental, Shareholders will receive one key to the garage being rented.

The keys are the property of the Cooperative and are provided to the Shareholders as a convenience solely for Shareholder use of the Laundry and Storage Rooms and garages (where appropriate). In the event that a key is lost by a Shareholder, and a new key must be provided, that request must be submitted in writing to the Board of Directors, after which a new key will be provided. A processing fee as listed in Addendum A will be charged to any Shareholder requiring a replacement key.

At the time that a unit is being sold, the Shareholder who is moving out must transfer the 2 entrance door keys & 2 storm door keys, Laundry, Storage Room and mail box (if applicable) keys to the incoming Shareholder at the closing, or earlier. If appropriate, 2 keys for the exterior door to the 1 bedroom units. Failure to do so will result in a processing *fee* as listed in Addendum A.

At the time of giving up a garage rental, or move-out, the Shareholder must surrender the garage key to the Maintenance Staff. Failure to do so will result in a processing fee as listed in Addendum A.

If a Shareholder loses the garage key, the replacement cost will be as in Addendum A.

# **Cooperative Employees**

High Meadow employs 3 full time employees that work during standard work hours; Monday through Friday between 8am and 4pm.

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The hiring of Cooperative employees for personal business during working hours is prohibited. Any arrangement for services between a Shareholder and Cooperative employee, for personal business must be made during the employee's off hours and is not covered by Cooperative insurance. It is the responsibility of the Shareholder and/or the employee to obtain appropriate liability insurance having the Cooperative as named insured in that event.

During off hours for an emergency you must call the Management Company. It is prohibited to go to a staff member's home for High Meadow Issues as this is inappropriate and wastes what could be precious time in an emergency, if that particular staff member is off or on vacation.

Anyone who goes to the staff directly is subject to a fine and the staff's overtime.

#### Responsibility

In the event that work is to be performed by the Cooperative in any areas that have been altered, replaced or installed by the current or previous Shareholder (s) or in any way are not original, those items must be disconnected and/or removed by the Shareholder before work can commence by the Cooperative.

In the event that the work to be performed by the Cooperative is of an emergency nature, the Cooperative will not be responsible for damages that may occur to Shareholder's belongings or installations associated in any way with the area in which the emergency repairs are to be performed.

#### **Appliance Installation**

The Cooperative has no responsibility for the installation, repair, maintenance or replacement of any household appliances, including stoves, refrigerators, freezers, dishwashers, washers, dryers or air conditioners.

#### **Home Appliances**

Written permission must be obtained from the Board of Directors prior to the installation of any major appliance, including air conditioners, washing machines, clothes dryers, dishwashers and/or freezers, if plumbing and/or electrical work is required. An Indemnity Agreement (Addendum C) prepared by the Board, acknowledging to pay for any damage caused by an approved appliance, must also be signed by the Shareholder.

Shareholders will permanently connect any approved dishwasher or washing machine to the existing plumbing at their own expense. All piping and connectors must be made of copper or approved polyvinyl chloride (PVC) material.

All washing machines and dishwashers must have check valves installed and maintained by the residing Shareholder. All washing machines must be installed with reinforced hoses to the hot and cold water lines. All water using appliances must have shutoff valves installed within the unit, which shutoff and installation shall be inspected and approved by management.

Licensed and insured contractors must complete all installations. Licenses shall include proof of compliance with the home improvement contractor provisions of the Westchester County Consumer Protection Code. Management has the right to inspect all apartments and

installations to confirm that all regulations were followed. Non-conforming installations will be subject to removal.

All dryers must be properly vented through the wall to the outside. They may not be vented into any portion of the apartment including closets, through the ceiling, into the attic, or into the basement. All venting installation must be reviewed and approved in writing by the Board of Directors prior to any work being performed.

Garbage disposals are prohibited.

#### Carpeting

All apartments which are located above another apartment must have floor coverings, rugs, or carpeting (with adequately thick padding/underlay) or equally effective noise reducing material to the extent that neighbors are not disturbed by reasonable activities conducted therein. At least 80% of the entire floor space with the exception of the kitchen, bathroom and closets must be so covered on the main floor.

Any noise complaints received from residents will prompt a carpet inspection by the Management Company to confirm compliance with the above; failure to be in compliance will result in the commencement of legal action to compel compliance. In addition, the non-compliant Shareholder will be liable for the imposition of a charge in the amount of \$150 per month or part thereof that the apartment is not in compliance and all legal fees in connection with such action.

Installation of a new flooring, floor or similar installation, on top of the existing hardwood floors may be deemed acceptable, as an alternative to carpet/rugs and padding underlay, providing that adequate noise-reducing underlay, such as 1/4" cork, is used and prior approval by the Board of Directors has been given to such installation.

#### Amenities

#### Garages

As the rental and use of Cooperative garages is a privilege, not a right, should any Shareholder who is renting a garage(s) fall behind in payment of any or all of their monthly carrying charges for any 3 months during a 12-month period, the Corporation will revoke the Shareholder's privilege to use of said garage(s). In the event of such an occurrence, the Shareholder will be required to vacate the garage(s) and surrender the key(s) immediately upon notification. In the event of failure to comply, the Corporation reserves the right to enter the garage(s), remove any and all belongings, including any vehicle, stored there and dispose of them in an appropriate manner. In the event that it becomes necessary, the Shareholder will be charged for any costs incurred by Corporation to enter the garage(s). This would include removal and replacement of the lock(s) and keys, and the costs and/or efforts incurred in the course of removing and/or disposal of property that is found stored within the garage(s). Any vehicle towed will be stored at the facility of the contracted towing company. It will be the Shareholder's responsibility to recover the vehicle and pay any fees incurred for towing and/or storage.

Any Shareholder wishing to rent a garage(s) and who is in arrears will be denied the opportunity by the Corporation.

# Laundry Rooms

The laundry rooms and equipment contained therein shall be used by Shareholders only, and only during the hours of 8:00am through 10:00pm, Monday through Sunday. Shareholders are reminded to clean machines, leave the washing machine doors open, remove dryer lint, lock doors, and to turn off lights in the laundry room before leaving.

Children are not permitted in the laundry rooms unless accompanied by an adult.

No individual may reserve a portion of an area for his/her sole use. Laundry equipment is to be used on a first come, first served basis only. The laundry rooms are to be used solely for the purpose intended.

## **Storage Rooms**

The Corporation provides the use of designated space for storage or for placement of property or items within the buildings as an accommodation to Shareholders only and without charge. The use of these areas shall be at the sole risk of the person using them, and the Corporation and its Agents shall not be liable for any injury to the person, damage to the property or loss by theft, or otherwise, unless such damage or loss is caused by the gross negligence of the Corporation or its Agents.

Personal property placed in the storage rooms must be properly placed and tagged with the name and address of the Shareholder. The storage of upholstered furniture, bedding material, carpets, propane tanks or other types of fuel, flammable materials, loose papers, or any items of a commercial or business-related nature is prohibited by both these Rules & Regulations and the Ossining Fire Code and subject to removal and disposal without notice and without liability on the part of the Corporation.

All storage rooms are to be used in compliance with all laws and edicts, promulgations, rules and regulations of all governmental agencies.

Children are strictly forbidden to play or to congregate in storage rooms or laundry rooms. Parents are responsible for their child (ren)'s actions in such cases and will be responsible for any damage they may cause.

## **Community Room**

The Shareholder using the room is responsible for the conduct of his/her guests. The Shareholder is responsible to see that the party is maintained within the confines of the community room. The Shareholder is responsible for the coming and going of guests. The Shareholder must see that guests do not use the parking lots at all. The Shareholder must see that guests respect the rights of fellow Shareholders. The Shareholder must see that noise of all kinds is kept at a moderate level at all times. A rental fee, plus a (refundable) deposit, payable to High Meadow, must be delivered to the Board liaison who will then give the Shareholder the key to the community room. Shareholders are to put up signs indicating the location of the community room to guests, and to remove such signs after community room usage.

Live music and excessive noise are prohibited at all times. After 11:00pm, all moderately played music from radios, tapes, CDs, or any other device must cease. Nothing is to be adhered to the

walls. All parties at night must end by midnight (12:00am). The community room must be left in broom clean condition by 8:00am the following morning after a night party, or by 6:00pm the evening after a day party for the next user.

Shareholders will be assessed a processing fee, as in Addendum A, (or such other sum as deemed appropriate by the Board of Directors) for violation of any of the above Rules & Regulations governing the use of the community room which may be deducted from the refundable deposit.

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Violators of these Rules & Regulations may also be barred from further use of the community room, unless otherwise given permission by the Board of Directors. Costs incurred to cure abuse and/or damage to the community room or to any Cooperative property caused by the Shareholder or his/her guests will be deducted from the refundable deposit and/or charged to the account of the Shareholder.

#### **Parking Areas**

All vehicles parked in the parking lots MUST have either a permanent parking sticker or a temporary pass. Applications are available on the coop's website <u>highmeadowcoop.com</u>.

Designated parking areas are for the sole use of automobiles, non-commercial vehicles, small vans, and motorcycles owned by Shareholders. Any vehicle parked in the parking lots must fit and be parked within the lines of the individual parking space. Designated spaces are provided to Shareholders as a courtesy and if a Shareholder fails to abide by the rules pertaining to parking, they may have their parking privileges rescinded by the Board and/or towed from the premises and stored at the owner's expense without liability on the part of the Board or Cooperative.

Automobiles parked in designated parking spaces must be kept in proper working condition. If a vehicle is determined to be causing damage to a parking space resulting from dripping fluids such as oil, transmission fluid, etc., then that individual will be required to make timely repairs as determined by the Board to correct the problem or to remove the vehicle from the premises until written proof of repair is provided. Vehicle repairs of any sort may not be performed on Cooperative property. Any leakage, spillage, or other damage to, or marring of, Cooperative property will be the responsibility of the Shareholder involved. Any costs incurred by the Cooperative to perform cleaning, repair, or replacement as a result of said damages, will be the responsibility of the Shareholder.

Inoperable, uninsured and/or unplated vehicles may not remain for more than five (5) days in the parking areas. After such time, the vehicle shall be deemed abandoned and will be removed from the Cooperative premises and stored or disposed of at the owner's expense without liability on the part of the Cooperative.

Parking in fire lanes, driveways, right-of-way or curbs, grass, or sidewalks is strictly prohibited. Non-residents are subject to tow-a-way at their expense, as the Cooperative property is private. All vehicles must park such that the front of the vehicle points toward the curb and at least two (2) feet back from any shrubbery or sidewalk. Visitors may not park in numbered spots at any time whatsoever.

Unmarked parking spots are for the use of Shareholders only, on a first-come, first-served basis, and may only be used by Shareholders when their numbered space is occupied.

Violation of these house rules relating to parking shall be deemed a material breach of the occupancy agreement and may subject the offender to termination of the occupancy agreement and the commencement of summary (eviction) proceedings and/or foreclosure.

#### **Play Areas**

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Parents are responsible for the supervision and conduct of their children at all times. There are several designated Play Areas in High Meadow:

- o Toddler Playground behind Building No. 7
- o Toddler Playground behind Building No. 16
- o Basketball Court behind Building No. 20
- o Ball Field behind Building No. 14

Organized ball playing is permitted only in the areas designated for such use. No ball playing of any form whatsoever is permitted in the parking areas. The playing of stickball or the use of any form of bat or racquet is prohibited, except in the designated ball field.

Personal property including but not limited to bicycles, carriages and toys, cannot be left in the Play Areas. Any items left in these areas, and/or which create an obstruction or danger to the use of the corporate premises, will be removed by the Corporation and stored. The recovery of such items by the owner will be subject to a processing fee fixed by the Corporation to compensate it for the time and inconvenience for said removal and storage.

Bicycle riding, rollerblading, skating, skateboarding or other vehicular toys, except tricycles, are prohibited from being driven or used in the playground areas, clothesline areas or interior sidewalks.

The use of playground areas after dusk is prohibited.

These restrictions have been implemented for your safety and the safety of your children as well as the safety and consideration all of the residents living in High Meadow.

#### Garbage, Rubbish and Recycling

Garbage and rubbish must be placed in bags, and shall be deposited in receptacles provided by the Cooperative for that purpose. Lids are to be kept tightly closed. Refuse may not be burned or buried on Cooperative property. Containers in the laundry rooms are not to be used for disposal of garbage.

The 'trash garage' located behind 167 Charter Circle may be used for items to be picked up as 'bulk garbage' (large pieces of furniture, carpets, etc.)

Appliances (including, but not limited to, stoves, air conditioners, refrigerators, dishwashers, clothes washers and dryers) must be brought to the shed located at the back of Parking Lot 'I' behind 167 Charter Circle. Shareholders are required by law to obtain stickers from the Village for any and all items containing Freon or any other designated product. The sticker(s) must be affixed to any appliance requiring them (e.g., air conditioners and refrigerators) prior to disposal. It is the responsibility of the Shareholder to comply with all laws and environmental and safety regulations. This includes the removal of doors, etc. Anyone abandoning any item of

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this type on Cooperative grounds other than in the designated area will be subject to a processing fee as in Addendum A plus any costs incurred by the Cooperative for removing the item to the proper location. A violation of this rule may also result in the termination of the offending Shareholder's Occupancy Agreement and the commencement of eviction proceedings.

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The Cooperative recommends that when purchasing new appliances, mattresses and box springs, that you arrange for the vendor to remove these old items from the coop's property.

**Blue Dumpsters** are provided near the 'trash garage' behind 167 Charter Circle for recyclable newspapers, cardboard and magazines only. Blue dumpsters are for:

- o Newspapers, cardboard boxes and magazines.
- <u>ALL</u> boxes MUST be <u>flattened</u>. Filling a cardboard box with recyclables is not allowed. <u>Plastic bags are not allowed</u>.
- Newspapers put out for pick-up on Mondays must either be placed in a paper bag or tied with non-plastic cord.

Items NOT to be placed in BLUE Recycling Dumpsters:

 No books (paper and hardcover), carbon or NCR paper, waxed cardboard (i.e. milk cartons), plastic or Styrofoam materials.

Red Dumpsters are placed in all garbage areas. Red Dumpsters are for:

- Commingled recycling items, including all numbered plastics containers, (except plastic bags), tin cans, glass jars and food containers (clear, brown and green all included);
- All recycling items must be cleaned before discarding and otherwise must conform to Village regulations (which are mailed to each resident on a yearly basis);
- o Plastic bags are not recyclables.

Items NOT to be placed in RED Dumpsters:

- No foam, film plastics, plastic bags, vinyl containers used for hazardous waste, petroleum-based products;
- o No windows, mirrors, drinking glasses, light bulbs, non-food/beverage containers;
- No aluminum siding, paint cans, scrap metal wire, pipes tubing motors, computers, printers, dirty aluminum foil or automobile parts.

Black/Green Dumpsters are placed in all garbage areas for all non-recyclable trash disposals.

Any fine to the Cooperative for a violation of County or Village refuse or recycling laws will be passed on to the Shareholder(s) responsible. Anyone found to be violating this Garbage, Rubbish and Recycling Rules will be charged, \$100 per incident by the Cooperative.

## **Outdoor Furniture**

## Front of Unit

No. 3

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Outdoor furniture and cooking equipment is permitted overnight in front of your unit restricted to your immediate stoop area. Nothing is to be left on community property overnight, or during the day when not in use.

Lawn ornaments on community property are prohibited. This hinders lawn maintenance as well as aesthetics of High Meadow. Items other than outdoor furniture and/or cooking equipment in front of units are prohibited. These items include but are not limited to plastic bins, garbage pails, and storage receptacles. Please note nothing should block basement/crawl space grate openings.

## **Rear of Unit**

Lawn furniture is not to encompass an area greater than 4'x5'. These items must be removed for the landscaper/lawnmower as necessary. Please keep in mind that the rear of your unit is not a catchall for storage.

Due to the attraction of rodents, bird feeders and/or birdbaths are prohibited anywhere on the Corporate premises. Trellis configurations supporting vines/plants against the buildings are also prohibited.

## **Time Restriction**

Time restriction for outdoor furniture in the front and/or rear of your unit is seasonal, namely; spring, summer and fall. Outdoor furniture must be stored during the winter months. Any play items, kiddle pools, toys and similar items must be removed from the building grounds on a daily basis. All items not in use must be placed inside your unit our stored in the storage room. All pools must be emptied when not in use. Year-round items, such as cooking equipment, should be limited to your immediate stoop area.

## **Bicycles and Motorized Vehicles**

Bicycle riding on interior sidewalks and all lawn areas is prohibited. Sidewalks and walkways may not be blocked by obstructions, which would impede pedestrian traffic or create a tripping hazard. Motorized vehicles, except authorized maintenance equipment, are prohibited on all lawn areas and sidewalks.

## Speed Limit

All cars or motor vehicles driven through the South Highland Avenue parking lot, Charter Circle, Geneva Road, or other Cooperative property shall maintain a speed not to exceed 10 miles per hour. Shareholders are to require their visitors to abide by this speed limit while driving through the Cooperative property. Persistent offenders will lose their parking privileges.

## Landscaping

High Meadow has engaged professional landscaping companies to care for your shrubs, trees and lawns. We take great pride in our environment.

Walking through shrubs and bushes, or climbing trees or the committing of any act which injures or damages any plant life on the Cooperative premises, including but not limited to digging on lawns, around shrubs, trees or bushes is prohibited. Any damage caused by a Shareholder, family or guests thereof, will be repaired by the Cooperative and the cost charged to the account of the offending Shareholder. Personal gardens are permitted in the immediate area of your unit. These gardens may not encumber designated Cooperative property and require prior Board approval. Prior to any planting, the Shareholder must submit a written request to the Board of Directors detailing the specifications of the garden. No work shall be performed prior to approval. After approval, any tree or shrubbery planted by the Shareholder will become the property of and will be retained by the Cooperative.

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The Shareholder must maintain the approved personal gardens. Weeding, watering and pest control is the sole responsibility of the Shareholder. If the Shareholder fails to do so, the Cooperative will withdraw the rights to a personal garden and resume landscaping responsibility of the area.

Vegetable gardens are restricted to an area not to exceed 6'x6', placed solely behind the Shareholder's building or apartment. Written approval by the Board of Directors is required prior to the creation of such a garden. Such a garden must be neatly maintained, may not impede free access to pathways within the cooperative property, nor obscure the windows of any other Shareholder or Cooperative property. No Shareholder may erect fences of any sort, including, but is not limited to plcket fencing, wire fencing, decorative edgings, etc., without prior written permission by the Board of Directors.

## Littering

Littering on the premises, buildings or grounds is prohibited.

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## Noise & Odors

No Shareholder shall make or permit any unreasonable disturbing noises or odors to be made in their apartment, the building or on the grounds by himself/herself, or by said Shareholder's family, guests, visitors, agents, employees, licensees or invitees if same shall unreasonably interfere with the rights or convenience of other Shareholders and their families. There shall be no smoking of any substance containing tobacco or otherwise allowed within 20 feet of any building. No Shareholder shall do or permit anything to be done by such persons that will interfere with the rights, comforts, or conveniences of other Shareholders and their families.

## Holiday Lighting & Decorating

Outdoor holiday lighting must be plugged into outlets within your unit or operated by solar lighting. No outdoor lighting shall be plugged into an outside outlet. Outdoor holiday lighting is limited to two 2 weeks before the holiday and shall be removed within one week after the holiday.

Please ensure that any holiday lighting has UL approved wiring. If you reuse any lights, check wiring carefully. Do not use if cracked or frayed.

If you have a fresh Christmas tree, please make sure you keep it watered.

## **Outdoor Advertising & Soliciting**

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No signs, advertisements or printed matter affixed to or posted in any apartment or on any portion of the Cooperative premises is permitted without the permission of the Board of Directors. Soliciting is not allowed.

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## Violations

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## **Reporting Violations**

All Shareholders, when reporting violations of the Rules & Regulations, By-laws, or other documents regulating High Meadow Cooperative No. 1, Inc., are to make such reports in writing with a copy going to both the Board of Directors and to the Managing Agent. Oral complaints cannot be accepted or acted upon. All reports must be signed and dated in order for the Board or Managing Agent to properly follow through on reported violations. Anyone reporting an emergency may do so by phone or in person to the Managing Agent, the appropriate Cooperative Staff member or member of the Board of Directors, and should also provide his/her name.

## **Violation Processing Fees**

All Shareholders notified that they have committed a violation or breach of the contents of the Articles of Incorporation, By-laws, Occupancy Agreement, and/or these Rules & Regulations of the Cooperative, shall be subject to a processing fee in an amount to be determined by the Board of Directors on a case-by-case basis, plus any other cost or expense incurred by the Corporation resulting from the acts of such violation.

The Board reserves the right to change the processing fee, from time to time, upon written notice to the Shareholders. Any processing fees levied that remain unpaid will incur an additional late fee and the Corporation shall have the right to collect same amount as if it were a part of the maintenance fees for the apartment occupied by the Shareholder.

## Stocks/Sales

### **Stock Transfer**

The purported sale of any stock in High Meadow Cooperative No. 1 Inc., without the express prior written approval of the Board of Directors will be considered null and void.

The responsibility for the payment of all maintenance, assessments, and utility charges, late or legal fees of the Cooperative will remain that of the selling Shareholder until such time as a proper closing is held. At such time, all outstanding fees, the move-out deposit and the appropriate waiver fee must be paid to complete the transfer of any stock. Without such fees being actually paid, the transfer of stock will not take place.

## Sale of Stock

All notices of intent to leave the Cooperative shall be given in writing to the Management Company. The notice of intention to leave the Cooperative cannot have a move out date, and must be renewed every six months. The form of the notice shall be as follows:

hereby give notice of my intention to leave the Cooperative.

## Waiver Fee

At the closing and the transfer of stock in High Meadow Cooperative No.1 Inc., the Shareholder who is transferring stock shall remit to the Corporation by bank, attorney escrow or certified check, a sum called a waiver fee. The Transfer Agent at closing will pick up the waiver fee.

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This fee is paid to the Cooperative for waiving its option to purchase the shares at par value and allowing said Shareholder to sell his/her stock for whatever prices the Shareholder deems appropriate. The Board of Directors may adjust this fee periodically. Any increase in fee will not affect a Shareholder who has filed a notice of intent to sell until such notice is no longer valid. Any change in fees will not become effective until 90 days after such change.

Any Shareholder transferring stock, who remains a Shareholder within the Corporation by purchasing another apartment in the Cooperative, will not be subject to a waiver fee on the sale of the first apartment.

## Move in/Move Out Process

## Shareholder(s):

The Shareholder(s) is to pay a \$1,000 refundable move-out deposit, in the form of a money order, certified or bank check at the time of the share transfer.

The storage room/laundry room key, garage and mailbox key(s), if applicable, must be turned over to the Maintenance Staff or the Transfer Agent at closing. If lost, the replacement cost for each key is \$50, except for the mailbox key which must be obtained from the US Post Office.

The move-out deposit will not be returned until both the common property and the storeroom(s) are inspected and the proper keys have been turned over.

The Managing Agent will conduct an inspection of the property and the condition of the storeroom(s) after the move. The deposit will be refunded in full within two weeks of the Inspection, provided that no damage is found to have been caused to the property and no items are left in the storeroom(s). If any violations are found, any expenses incurred will be deducted from the \$1,000 deposit.

<u>REMINDER</u>: The Seller is personally responsible for turning over to the Purchaser the key(s) for the front door and the mailbox, if any. The Cooperative is not responsible for these items.

#### **Prospective Purchaser (s):**

The prospective purchaser(s) shall at the time of application, pay a \$500 refundable move-in deposit, in the form of a personal check or money order.

The deposit will not be returned until both the common property and the storeroom are inspected. Please contact the Managing Agent prior to moving.

The Managing Agent will conduct an inspection of the property and storeroom(s) after the move. The deposit will be refunded in full within two weeks of the inspection, if no damage to Cooperative property or violations are found. If any are found, any expenses incurred will be deducted from the deposit.

<u>REMINDER</u>: The Purchaser is personally responsible to collect the key(s) for the front door and the mailbox, if any, from the Seller. The Cooperative is not responsible for these items.

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## Insurance

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The Corporation's insurance for damage to an apartment from fire or any other cause covers only structural damage to the unit and does not cover damage to personal property or expenses for alternate lodging, meals, etc. In the event that reconstruction or repairs to the apartment require the Shareholder to vacate the premises, the monthly maintenance charges will be abated during that period.

All Shareholders of High Meadow Cooperative No. 1, Inc. must obtain and maintain comprehensive liability and casualty insurance covering their respective apartment units. Written proof of current coverage which includes the name and address of the insurance company and the policy number, and the name, address and telephone number of the broker, if any, must be delivered to the Managing Agent upon the anniversary or renewal date of the policy each and every ensuing year, or whenever the policy is renewed. Failure to provide the information requested, or to obtain and/or maintain the required insurance, shall be deemed a material breach of the Occupancy Agreement and shall subject the defaulting Shareholder to such legal action as is provided therein including termination.

## **Income Guidelines**

Suggested Minimum Income Guidelines to Purchase Stock:

- Down Payment = No Less than 10% of purchase price;
- Debt to Income Ratio = 30% DTI;
- At time of closing, the applicant(s) must have 1 year of mortgage and maintenance payments in liquid assets;
- One Month's Pay Stubs (must be consecutive);
- o If self-employed, current P&L Statement;
  - . Bank statement for the company (all pages);
- Income is based on commission/bonuses/overtime/interest:
  - Applicant must furnish at least 3 years of tax returns and W2's.

## Equity Loans/Mortgage Refinancing

Any Shareholder wishing to apply for a home equity loan, or to refinance their mortgage, must submit, in writing, their request to the Transfer Agent. The request must include the following information:

- Name of present mortgage bank;
- Name of new bank;
- o Original mortgage amount;
- Proposed mortgage/equity loan;
- o Monthly payment on current mortgage;
- o Monthly payment on proposed mortgage/equity loan;
- Copy of the new mortgage/equity loan commitment must be included when received by the Shareholder.

Based upon the above information, the Board may require additional information and an updated credit search to be conducted. Shareholders will be required to pay for the cost of the credit report and the attorney/transfer fees for preparing the documents that the banks will require (Recognition Agreement, Consent and Maintenance letter, Indemnity Agreement, Insurance Certificate, etc.) and to coordinate the closing process.

Anyone with a poor maintenance payment record or whose refinanced or equity loan will substantially increase their monthly carry charges beyond their ability to meet Cooperative income guidelines will probably not be approved for these loans. If, in the opinion of the Board, the applicant does not meet the qualifications, it will exercise its right of refusal and deny permission to refinance or to take out an equity loan.

## Amendments to the Rules & Regulations

The Board of Directors reserves its right to rescind, amend, or change any of the Rules & Regulations, by a majority vote of the directors in attendance at any meeting of the Board of Directors, as it may deem necessary for the welfare of High Meadow Cooperative No. 1 Inc. and its Shareholders.

## Addendum A

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Current Fees, Effective November 19, 2016.

The Board of Directors deems all fees mentioned below proper and necessary. The Board of Directors, at its discretion, will adjust such fees periodically. Shareholders are urged to keep this list with their current copy of the Rules & Regulations, and all other significant documents and papers concerning High Meadow Cooperative No. 1 Inc. and which shall be published periodically.

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eriodically.			
Garage Rental per month	\$95.00		
Community Room			
Usage Fee	\$50.00		
Refundable Deposit	\$100.00		
Violation Processing Fee	\$100.00 plus, cost of repairs		
Late Maintenance Fees & Surcharges			
1st Month	., \$25.00		
2 <sup>nd</sup> Month	\$50.00		
3 <sup>rd</sup> Month and All Ensuing Months	\$75.00		
Processing Fee Assessment			
1 <sup>st</sup> Letter	WARNING		
2 <sup>nd</sup> Letter			
3 <sup>rd</sup> Letter			
4 <sup>th</sup> Letter & Summary Proceedings	. \$100.00		
Charges for going directly to the staff's home \$50			
Lost Storeroom or Laundry Room Key	Fight 14 second states of the second states of		
Lost Garage or Entrance Key			
Water Abuse Processing Fee			
White Appliance Disposal Violation			
Non-Surrender of Entrance, Laundry Room, Store			
Per Key			
Improper Abandonment or Placement Of Appliar			
Per occurrence	\$100.00 Plus Actual Cost of Removal and/or Any		
	Fines Incurred by The Corporation.		
Storm Window Rebate per window	\$25.00		
Waiver fee rebate for storm windows installed pr	ior to window replacement project available at		
move-out if proper documentation is presented t			
Waiver Fees			
One Bedroom Apartment	. \$1,900.00		
Two Bedroom Maisonette Apartments			
Two Bedroom Duplex Apartment			
Three Bedroom Duplex Apartment			
Move Out Deposit			

## Addendum B

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**Guidelines for Alterations Application** 

In accordance with the guidelines established by the Board of Directors, the following documentation is required for approval of any alterations or improvements in Shareholder's apartment.

Detailed plans and specifications showing the work to be done and including, if required by Town/County regulations, approval by the Building Department and/or other agency having jurisdiction. Any renovations involving any structural changes must be accompanied by either an engineer or architect's plan.

Documentation from a contractor who will do the work including:

- 1. Copy of the contractor's license or other appropriate evidence of proper licensing;
- 2. Copies of subcontractor's licenses or other appropriate evidence of proper licensing;
- 3. A Certificate of Insurance confirming liability coverage and naming High Meadow Cooperative No. 1 Inc. and Managing Agent as party insured;
- 4. A copy of all written contracts and proposals for the work to be done; and
- A statement acknowledging responsibility for the removal from the building and premises of all debris (including fixtures and equipment) resulting from the alteration.

The Shareholder's written request for approval with the foregoing documentation (3 copies) should be forwarded to the Board Renovation Chair, Maintenance Staff and Managing Agent review. Should the Board deem it advisable to engage an engineer, architect, attorney, etc. to assist it in analyzing the request for approval, the Shareholder will be billed the cost thereof. Board action will be taken following submission, and assuming the above requirements are properly met, the Shareholder will be notified, in writing, of the Board's decision.

No work shall commence, nor is material to be delivered to the apartment <u>prior</u> to receiving written approval for the alteration from the Board of Directors, via a Management advisory, and a hold harmless waiver form is signed by the Shareholder and returned to Management.

If your project requires the water, heat and/or electricity turned off the maintenance staff must be notified at least 48 hours in advance and must be during a normal workweek Monday – Friday 9:00am to 4:00pm.

Work Hours: Alteration work can be done during the following hours only:

Monday thru Friday8:00am to 6:00pmSaturday & Sunday9:00am to 5:00pm

All alterations are subject to inspection by Management and the staff. Any arrangements to shut off the water and/or electricity must be made in advance with the staff, during the normal workday.

## Addendum C

INDEMNITY AGREEMENT

AGREEMENT, made this	day of	20, by		(Shareholders),
as the owner of share	es of stock in H	igh Meadow Coopera	tive No. 1 Inc. ("	High Meadow")
accompanied by an Occupan	cy Agreement	to Apartment	located at	
Ossining, New York.				

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In acknowledgment of the House Rules enacted by the Board of Directors of High Meadow for the newly installed and/or replacement of an appliance in any portion of a cooperative apartment thereof, the Shareholder agrees that:

- 1. The Shareholder will operate the Appliance only in a location approved by High Meadow.
- 2. The Shareholder will install the Appliance in a manner consistent with local building and electrical codes, as approved and with plumbing and electrical connections as approved by High Meadow.
- 3. Shut off valves shall be installed within the unit, for all water using appliances such as but not limited to dishwashers, washing machines and refrigerators requiring a water line.
- 4. In the event of any failure of equipment of the Appliance or the associated plumbing or wiring thereof, the Shareholder will be strictly liable and responsible for any loss, cost, damage or Judgment to person or property of High Meadow or any resident, guest or invitee thereof and will indemnify and hold High Meadow harmless from such loss, cost, damage or judgment, including attorney's fees which High Meadow or any resident, guest or invitee may incur as a result of such failure regardless of whether such loss, cost or damage is covered by the Shareholders insurance policy.

This agreement shall be assignable and no subsequent resale or assignment of the Stock Certificate and Occupancy Agreement relating to the above apartment shall be permitted without an assumption in writing of the Shareholder's obligations herein as if said assignee or transferee had executed this agreement in the first instance.

Any assignment of the Stock Certificate and Occupancy Agreement which fails to provide for the assumption of Shareholder's obligations shall be voidable at the instance of High Meadow.

Shareholder	Date	Signature	
Shareholder	Date	Signature	

February 21, 2017

require	ing also poses a particular d to provide the buyer w	risk to prognant wom hith any information	an. The seller of any interes on lead-based paint hazar buyer of any known lead nazards is recommondod pric	based paint bazards. A o		
Sellers	Disclosure (Initial)					
a)	Presence of lead-based p	eint and/or lead-base	d paint hazards (oheck one b	i0/0W); houeles (evoleis)		
	Known lead-based paint a	nd/or lead-based pail	nt hazards are present in the	nousing (explain).		
□,	Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing. Records and reports available to the seller (check one below):					
	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).					
	Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.					
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	Walved the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hezards.					
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United States Environmental Protection Agency Prevention, Pesticides, and Toxic Substances (7404)

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EPA-747-F-96-002 March 1996 (Revised 12/96)

## SEPA HUD FACT SHEET

## EPA and HUD Move to Protect Children from Lead-Based Paint Poisoning; Disclosure of Lead-Based Paint Hazards in Housing

## SUMMARY

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The Environmental Protection Agency (EPA) and the

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Department of Housing and Urban Development (HUD) are announcing efforts to ensure that the public receives the information necessary to prevent lead poisoning in homes that may contain lead-based paint hazards. Beginning this fall, most home buyers and renters will receive known information on leadbased paint and lead-based paint hazards during sales and rentals of housing built before 1978. Buyers and renters will receive specific information on lead-based paint in the housing as well as a Federal pamphlet with practical, low-cost tips on identifying and controlling lead-based paint hazards. Sellers, landlords, and their agents will be responsible for providing this information to the buyer or renter before sale or lease.

## LEAD-BASED PAINT IN HOUSING

Approximately three-quarters of the nation's housing stock built before 1978 (approximately 64 million dwellings) contains some lead-based paint. When properly maintained and managed, this paint poses little risk, However, 1.7 million children have bloodlead levels above safe limits, mostly due to exposure to lead-based paint hazards.

## EFFECTS OF LEAD POISONING

Lead poisoning can cause permanent damage to the brain and many other organs and causes reduced intelligence and behavioral problems. Lead can also cause abnormal fetal development in pregnant women.

## BACKGROUND

To protect families from exposure to lead from paint, dust, and soil, Congress passed the Residential LeadBased Paint Hazard Reduction Act of 1992, also known as Title X. Section 1018 of this law directed HUD and EPA to require the disclosure of known information on lead-based paint and leadbased paint hazards before the sale or lease of most housing built before 1978.

#### WHAT IS REQUIRED

Before ratification of a contract for housing sale or lease:

I Sellers and landlords must disclose known leadbased paint and lead-based paint hazards and provide available reports to buyers or renters. I Sellers and landlords must give buyers and renters the pamphlet, developed by EPA, HUD, and the Consumer Product Safety Commission (CPSC), titled *Protect* 

Your Family from

Lead in Your Home.

## WHAT IS NOT REQUIRED

I This rule does not require any testing or removal of lead-based paint by sellers or landlords.

- I Home buyers will get a 10-day period to conduct a lead-based paint inspection or risk assessment at their own expense. The rule gives the two parties flexibility to negotiate key terms of the evaluation.
- Sales contracts and leasing agreements must include certain notification and disclosure language.
- Sellers, lessors, and real estate agents share responsibility for ensuring compliance.
- This rule does not invalidate leasing and sales contracts.

## TYPE OF HOUSING COVERED

Most private housing, public housing, Federally owned housing, and housing receiving Federal assistance are affected by this rule.

## TYPE OF HOUSING NOT COVERED

- I Housing built after 1977 (Congress chose not to cover post-1977 housing because the CPSC banned the use of lead-based paint for residential use in 1978).
- | Zero-bedroom units, such as efficiencies, lofts, and dormitories.
- I Leases for less than 100 days, such as vacation houses or short-term rentals.
- I Housing for the elderly (unless children live there).
- Housing for the handicapped (unless children live there).



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I Rental housing that has been inspected by a certified inspector and found to be free of lead-based paint.

| Foreclosure sales.

## EFFECTIVE DATES

I For owners of more than 4 dwelling units, the effective

date is September 6, 1996.

I For owners of 4 or fewer dwelling units, the effective date is December 6, 1996.

## THOSE AFFECTED

The rule will help inform about 9 million renters and 3 million home buyers each year. The estimated cost associated with learning about the requirements, obtaining the pamphlet and other materials, and conducting disclosure activities is about \$6 per transaction.

## EFFECT ON STATES AND LOCAL GOVERNMENTS

This rule should not impose additional burdens on states since it is a Federally administered and enforced requirement. Some state laws and regulations require the disclosure of lead hazards in housing. The Federal regulations will act as a complement to existing state requirements.

#### FOR MORE INFORMATION

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For a copy of Protect Your Family from Lead in Your Home (in English or Spanish), the sample disclosure forms, or the rule, call the National Lead Information Clearinghouse (NLIC) at (800) 424-LEAD, or TDD (800) 526-5456 for the hearing impaired. You may also send your request by fax to (202) 659-1192 or by Internet E-mail to ehc@cais.com. Visit the NLIC on the Internet at http://www.nsc.org/nsc/ehc/ehc.html.

I Bulk copies of the pamphlet are available from the Government Printing Office (GPO) at (202) 512-1800 Refer to the complete title or GPO stock number 055-000-00507 9. The price is \$26.00 for a pack of 50 copies. Alternatively, persons may reproduce the pamphlet, for use or distribution, if the text and graphics are reproduced in full. Camera-ready copies of the pamphlet are available from the National Lead Information Clearinghouse.

| For specific questions about lead-based paint and lead-based paint hazards, call the National Lead Information Clearinghouse at (800) 424-LEAD, or TDD (800) 526-5456 for the hearing impaired.

I The EPA pamphlet and rule are available electronically and may be accessed through the Internet. Electronic Access:

Gopher: gopher.epa.gov:70/11/Offices/PestPreventToxic/Toxic/lead\_pm WWW:

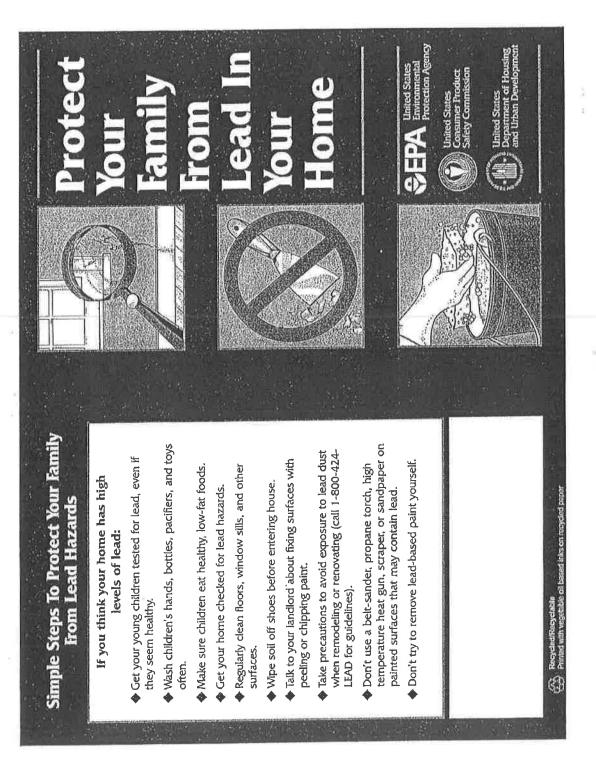
http://www.epa.gov/opptintr/lead/index.html

http://www.hud.gov Dial up:(919) 558-0335

FTP: ftp.cpa.gov (To login, type "anonymous." Your password is your Internet E-mail address.)

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



pose serious health hazards if not taken care of properly.



encouraged to check for lead (see page 6) before renting, buying or renovating pre1978 housing. **OWNERS, BUYERS, and RENTERS are** 

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



information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based LANDLORD5 have to disclose known paint.



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



# **CPSC Regional Offices**

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

230 South Dearborn Street, Room 2944 Consumer Product Safety Commission Consumer Procuct Safety Commission 201 Varick Street, Room 903 Eastern Regional Center Central Regional Center New York, NY 20014 Chicago, 1L 60604 [212] 620-2120 [312] 353-8261

Consumer Product Safety Commission 1301 Clay Street, Suite 610-N Oaldand, CA 94612 Western Regional Center (510) 637-4050

# HUD Lead Office

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

U.S. Department of Housing and Urban Development Office of Healting Homes and Lead Hazard Control 451 Seventh Street, SW, P-3206 Washirgton, DC 20410 (202) 755-1785

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of the jurisdicational boundaries estab. shed by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hzzards that can be caused by lead exposure.

U.S. EPA Weshington DC 20460 EPA747-K-99-001 U.S. CPSC Washington DC 20207 June 2003 U.S. HJD Washington DC 20410 ii)

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# **BUSINESS REFERENCE LETTERS**

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# MORTGAGE COMMITMENT

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# COPY OF DEPOSIT

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# SIGNED HOUSE RULES

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## ALL OTHER MISC. SIGNED DOCUMENTS

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# LEAD PAINT DISCLOSURE