

440 Mamaroneck Avenue, Suite S 512
Harrison, NY 10528

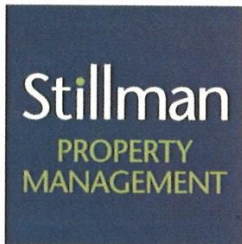
T: 914.813.1900
F: 914.813.1919

www.stillmanmanagement.com



PALMBROOK GARDENS TENANTS CORP.

PLEASE SUBMIT THE COMPLETE APPLICATION ALONG WITH 6 COPIES TO:



Rita Pita

TRANSFER AGENT

rpita@stillmanmanagement.com

440 Mamaroneck Avenue
Harrison, NY 10528

T : 914.813.1962
F : 914.813.1919

www.stillmanmanagement.com

PLEASE REACH OUT TO HER DIRECTLY WITH ANY QUESTIONS REGARDING YOUR APPLICATION.

A Note from Palmbrook Gardens Board of Directors To potential new sublessees

The Board of Directors of Palmbrook Gardens Tenants Corporation have noticed that THE HOUSE RULES and other Corporation documents, which are passed onto to you, are often misunderstood or overlooked. We require that you read and familiarize yourself with our “House Rules”, “Parking Policy” and “Sublet Policy”.

When you apply for share transfer (buy) or sublease (rent), below are some highlights of the House Rules we would like you to know. These are only highlights. It is your responsibility to read and adhere to all of the House Rules.

- Parking and/or storage does not accompany the purchase or rental of an apartment. It is an accommodation that is given in accordance with the House Rules. Shareholders have priority over renters over parking. Storage is for shareholders, only.
- Pets are not permitted.
- We require you have 90% of the wood floors covers with half-inch thick padding for rugs or carpeting or equally effective noise-reducing material.
- Do not move anything in before receiving board approval, even if the current owner has given you the keys.
- In the rider of your contract, your attorney may enter a statement that contradicts our House Rules. The House Rules override any rider that may be entered as part of the contract such as “if you do not occupy the unit then a relative could.”

If you are approved by the board, the below items may cause you to forfeit your “move in” deposit:

- Moving in/out is permitted Monday-Friday 8:30 am – 5:00 pm, only. You must also contact the superintendent Eddie Paul at 914-337-3909, as he must help you with logistics (truck placement, elevator padding, etc.)
- Disposing of items down the garbage chute that are inappropriate for such disposal (see The House Rules and also check with the Superintendent).
- Cardboard boxes not properly being disposed of. Cardboard boxes you brought in should be flattened and placed in the recycle room (ask the Superintendent)
- Damage/scratches to the floors, walls and/or doors.

Also please know that missing or incomplete filing may delay your application or preclude a board interview:

- Skipped pages in the contract or the rider.
- Lack of approved mortgage or loan commitment.

Palmbrook Gardens is a very friendly community and the Board of Directors has been welcoming many new shareholders over the years. Our rules are designed to help a harmonious living in our community.

Palmbrook Gardens Tenants Corporation House Rules - SUBLET POLICY

A “Sub Lessee” shall be defined as any person, not named on the Proprietary Lease, who occupies an apartment in the physical absence from the apartment of the Shareholder of record.

All Shareholders who desire to sublet must comply with the following procedures and apply to the Board of Directors for approval. Approval is NOT automatic and may be denied for any reason except those prohibited by law.

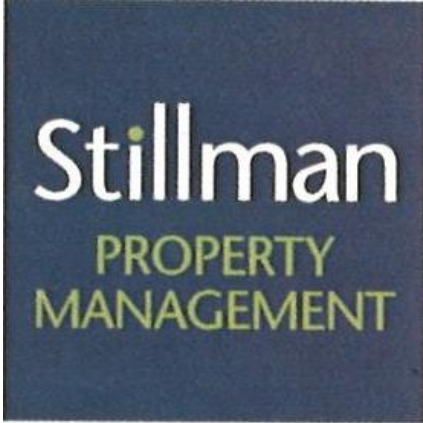
1. Any Shareholder wishing to have immediate family (sibling, parent, spouse, child) ONLY take occupancy of their apartment, must receive prior written approval from the Board of Directors. Proper documentation showing that the proposed occupant is an immediate family member is required before the Board will consider the occupancy.
2. The Board of Directors will not grant its consent to subletting in accordance with the Proprietary Lease, except in circumstances where a Shareholder can demonstrate, to the satisfaction of the Board, special circumstances including but not limited to: relocation due to change in employment, illness or other unforeseen events OR if the Shareholder has resided in his/her apartment for at least three years and the Shareholder can prove, through signed realtor contracts and/or ‘For Sale by Owner’ advertising, that they have made a good faith effort to sell the apartment for a period of at least six months and have been unable to sell. The determination of special circumstances shall be at the absolute discretion of the Board.
3. A Shareholder who wishes to sublet his apartment must submit a written request to the Board, c/o the Managing Agent, with the reason for the request and any documents demonstrating “special circumstances” or “good faith efforts” as defined above. No information pertaining to the proposed Sub Lessee should be submitted at this time.
4. Upon receipt of the written request, the Board will consider the request and, in its sole discretion, will either approve or deny the request.
5. The Board will allow no more than 12 apartments (20% of total 59 units), including those owned by the Sponsor, to be sublet at any time. The Board will place the sublet request on a waiting list, if the request results in exceeding this limit.
6. The Board will advise the Shareholder, in writing, of its decision. If approval is granted, the Board will also include an application to sublet to be completed by the Shareholder and proposed Sub Lessee. A non-refundable application fee of \$250, payable to Palmbrook Gardens Tenants Corp. must accompany the completed application. A standard Coop Sublease Rider and the Lead Based Paint Disclosure Form must also be submitted together with the proposed Sublease copies of which may be obtained from the Managing Agent.

7. If the Board consents to the request, the following terms and conditions must be met to obtain final approval:
 - a. The completed application with the \$250 non-refundable application fee.
 - b. Upon receipt of the fully completed application, a credit report on the proposed Sub Lessee will be ordered and the application will be reviewed. The following should be submitted with the application:
 - i. The Sub Lessee will have to provide documentation of employment and income to demonstrate ability to afford monthly rent (pay stubs, tax documents, etc.).
 - ii. The Sub Lessee will provide two personal and/or two business references.
 - iii. The Sub Lessee will be given a copy of the Palmbrook Gardens House Rules, receipt of which they will acknowledge in writing and which they will be expected to follow.
 - c. Upon receipt of the credit report and related materials and review of the completed application (including the proposed Sublease, Sublease Rider and Lead Based Paint Disclosure Form), the Board will interview the proposed Sub Lessee and all occupants.
 - d. Should the sublet be approved, the Shareholder will be required to pay:
 - i. An annual, non-refundable, surcharge of one month's maintenance (not including parking) or one month rent, whichever is greater. This surcharge is due, in full, at the inception of the sublease and thereafter annually, on the anniversary date of the sublease. This surcharge will be billed to the Shareholder. If not paid, a non-refundable delinquency fee of \$50 will be added to the monthly maintenance invoice each month until paid.
 - ii. A security deposit of three month's maintenance (not including parking), to be held in an interest-bearing escrow account for the duration of the sublease to be used for any legal action, non-payment of maintenance or damages to Cooperative property. This security is not for Shareholder use if damages are incurred within the apartment. The Shareholder is responsible to collect their own security deposit. The security deposit will be refunded upon completion of a satisfactory move-out inspection.
 - iii. A \$500 move-in/-out deposit before the move. These funds will be held by the Managing Agent in a non-interest bearing account to pay for any damages to the common areas of the buildings caused as a result of moving in or out. The balance of the money remaining after payment for any such damage, shall be refunded to the Shareholder after the move out and move in are completed.
 - e. Any repairs or work which needs to be done within the apartment occupied by the Sub Lessee remains the responsibility of the Shareholder. No alteration or renovation by a Sub Lessee will be permitted.

- f. The Shareholder shall provide the Managing Agent with his/hers new address and phone number before the sublease request is considered and as well as any change of address and telephone number during the complete term of the sublease.
 - g. There will be a one-year limit on all sublets. All subleases will be for a one year term only, no more, no less. A Shareholder desiring to renew or extend a sublease, must notify the Board at least forty-five (45) days prior to the expiration of the sublease. Upon appropriate application to the Board and with the Board's approval (which may be withheld for any or no reason), a sublease may be renewed for an additional period of one year, for a total of no more than three (3) consecutive years, conditioned upon payment of the required annual surcharge. Each renewal application must be accompanied by a new Sublease, new Sublease Rider and new Lead Based Paint Disclosure Form.
 - h. If the Sub Lessee violates any of the House Rules or causes another Shareholder damage or disturbance as provided in the House Rules, the Board will require the Shareholder to make a good-faith effort to correct such a violation. If this effort does not cure the violation it will be the responsibility of the Shareholder to evict the Sub Lessee and bear any legal fees required to do so. The Board also has the right to take legal action and commence eviction proceedings against both the Shareholder and the Sublessee. All legal fees incurred by the Board shall be charged to the account of the Shareholder.
 - i. Shareholders who sublease their apartment, forfeit their parking space(s). Outside parking spaces only will be assigned to Sub Lessees on an as available basis.
 - j. Sub Lessees shall not have access to any storage space (see House Rules)
8. Shareholders who violate the Sublet Policy are in default of their Proprietary Lease. The Sublet Policy is a material component of the Proprietary Lease and will subject both the Shareholder and the Sublessee to summary (eviction) proceedings.
9. The Board of Directors recognizes that the Sublet Policy may not encompass every situation or that circumstances may require exceptions, changes or modifications to the Sublet Policy in individual cases. The Board of Directors shall have the right in its absolute discretion, upon good cause shown, to make exceptions, changes or modifications to this policy in an individual case.

CHARGES: A \$500- per month administrative charge will be imposed on any Shareholder who subleases or permits occupancy of their apartment in violation of the Sublet Policy.

Revised and Board Approved as of February 4, 2015, superseding any previous Sublet Policy.



440 Mamaroneck Avenue Suite S-512 Harrison, NY 10528

NAME TAG REQUEST FORM

BUILDING NAME: Palmbrook Gardens

UNIT NUMBER: _____

NAME: _____

PLEASE FILL OUT AND RETURN TO STILLMAN MANAGEMENT WITH YOUR APPLICATION

APPLICATION FOR SUBLEASE

Sublease shall begin on the ___ day of _____, 20__ and end the ___ day of _____, 20__.

Shareholder: _____

Apt. _____ Premises _____

INFORMATION ON APPLICANT

Full Name: _____ Spouses' Name: _____

Social Security # _____ Telephone # _____

Present Address: _____

Years at this address: _____ Reason for leaving: _____

Prior Residence: _____ How Long: _____

Present Employer: _____ Telephone # _____

Employer's Address: _____

How long employed: _____ Present Position Held: _____

Supervisor: _____ Annual Income: _____

Other Income: _____ # of persons occupying apt. including spouse: _____

Name, Age and Relationship of all persons to occupy apartment other than applicant and spouse:

Name	Age	Relationship to Applicant
_____	_____	_____

_____	_____	_____
-------	-------	-------

_____	_____	_____
-------	-------	-------

Any pets _____ what kind _____

Bank References _____

Checking account	Address	Acct. #
_____	_____	_____

Savings account	Address	Acct. #
_____	_____	_____

Name of close relative _____ Address _____

Relationship _____

Personal References: _____ Address: _____

Number of Automobiles owned by occupants of apartment: _____

Owner	Make	Model	Year	Plate
_____	_____	_____	_____	_____

_____	_____	_____	_____	_____
-------	-------	-------	-------	-------

SECOND APPLICANT

Full Name: _____
Social Security # _____ Telephone # _____
Present Address: _____
Years at this address: _____ Reason for leaving: _____
Prior Residence: _____ How Long: _____
Present Employer: _____ Telephone # _____
Employer's Address: _____
How long employed: _____ Present Position Held: _____
Supervisor: _____ Annual Income: _____
Other Income: _____ # of persons occupying apt. including spouse: _____
Name, Age and Relationship of all persons to occupy apartment other than applicant and spouse:

Name	Age	Relationship to Applicant
_____	_____	_____
_____	_____	_____
_____	_____	_____

Any pets _____ what kind _____

Bank References _____

Checking account	Address	Acct. #
_____	_____	_____
Savings account	Address	Acct. #
_____	_____	_____

Name of close relative _____ Address _____
Relationship _____
Personal References: _____ Address: _____

Dated: _____

Signature of Applicant Subtenant

Signature of Second Applicant Subtenant

The undersigned hereby joins in this application requesting that the Board of Directors approve this application to sublease. I further understand that upon the expiration of this lease, it shall not automatically be renewed but that a new application to sublet for an additional one year term will have to be submitted to the Board of Directors and its approval obtained just as if this were an initial application.

Sublessor (Shareholder)

Date: _____

REFERENCES

If two applicants, please indicate whom reference is for with initials.

Present Landlord: _____ Telephone: _____

Address: _____

Present Landlord: _____ Telephone: _____

Address: _____

FINANCIAL

Bank Checking: _____ Telephone: _____

Address: _____

Savings: _____ Telephone: _____

Business: _____ Telephone: _____

BUSINESS

Name: _____ Telephone: _____

Address: _____ Position: _____

Name: _____ Telephone: _____

Address: _____ Position: _____

PERSONAL

Name: _____ Address: _____

Position/Occupation: _____ Telephone: _____

Name: _____ Address: _____

Position/Occupation: _____ Telephone: _____

Have you ever filed for bankruptcy?

If so, when and where? _____

Do you have any outstanding judgements?

Are you a party in a lawsuit?

If applicant(s) answers yes to any of the above, an explanation is to be attached.

STANDARD FORM OF COOPERATIVE APARTMENT SUBLEASE
THE REAL ESTATE BOARD OF NEW YORK, INC.
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CAS/98

PREAMBLE: This Sublease contains the agreements between You and Owner concerning the rights and obligations of each party. You and Owner have other rights and obligations which are set forth in government laws and regulations.

You should read this Sublease carefully. If You have any questions, or if You do not understand any words or statements, get clarification. Once You and Owner sign this Sublease, You and Owner will be presumed to have read it and understood it. You and Owner admit that all agreements between You and Owner have been written into this Sublease except for obligations arising under the Cooperative Documents (as defined in Article 4). You understand that any agreements made before or after this Sublease was signed and not written into it will not be enforceable.

THIS SUBLEASE is made as of _____ between
month day year
Owner, the Sublessor, _____
whose address is _____, and
You, the Sublessee, _____
whose address is _____.

1. APARTMENT AND USE

Owner agrees to sublease to You Apartment _____ on the _____ floor in the cooperative apartment building at _____, Borough of _____, City and State of New York (the "Building"). You shall use the Apartment for living purposes only. The Apartment may be occupied only by You and the following Permitted Occupants: _____.

You acknowledge that: (i) this Sublease may not commence until the occupancy of the Apartment by You and the Permitted Occupants has been approved by the Board of Directors of _____ ("Apartment Corporation"); and (ii) no other person other than You and the Permitted Occupants may reside in the Apartment without the prior written consent of the Owner and the Apartment Corporation.

2. LENGTH OF SUBLEASE

The term (that means the length) of this Sublease will begin on _____ and will end on _____. If You do not do everything You agree to do in this Sublease, Owner may have the right to end this Sublease before the ending date. If Owner does not do everything that Owner agrees to do in this Sublease, You may have the right to end the Sublease before the ending date. You acknowledge that the term of this Sublease may be reduced as authorized by Article 6.

3. RENT

Your monthly rent for the Apartment is \$ _____. You must pay Owner the rent, in advance, on the first day of each month either to Owner at the above address or at another place that Owner may inform You of by written notice. You must pay the first month's rent to Owner when You sign this Sublease if the Sublease begins on the first day of the month. If the Sublease begins after the first day of the month, You must pay when You sign this Sublease: (i) the part of the rent from the beginning date of this Sublease until the last day of the month, and (ii) the full rent for the next full calendar month.

4. COOPERATIVE DOCUMENTS

This Sublease shall be subject and subordinate to: (i) the Proprietary Lease for the Apartment between Apartment Corporation, as lessor, and Owner, as lessee; (ii) the Rules and Regulations of the Apartment Corporation (which are sometimes called House Rules); and (iii) the By-Laws of the Apartment Corporation. (The Proprietary Lease, the Rules and Regulations and the By-Laws of the Apartment Corporation and all amendments thereto, including any amendments subsequent to the date hereof, are collectively called the "Cooperative Documents".) In the event of any inconsistency between the provisions of this Sublease and the Cooperative Documents, the provisions of the Cooperative Documents shall govern and be binding.

You and the Permitted Occupants of the Apartment shall faithfully observe and comply with the Cooperative Documents, other than the provisions of the Cooperative Documents required to be performed by Owner (which include the payment of rent for the Apartment to the Apartment Corporation). You and the Permitted Occupants of the Apartment shall not undertake any action which, if performed by Owner, would constitute a violation of the Cooperative Documents. You have reviewed the Cooperative Documents or waived their examination.

5. SECURITY DEPOSIT

You are required to give Owner the sum of \$ _____ when You sign this Sublease as a security deposit, which is called in law a trust. Owner will deposit this security in _____ bank at _____, New York. This security account shall not bear interest.

If You carry out all of your agreements in this Sublease and if You move out of the Apartment and return it to Owner in the same condition it was in when You first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty through no fault of your own, Owner will return to You the full amount of your security deposit within 60 days after this Sublease ends. However, if You do not carry out all your agreements in this Sublease, Owner may keep all or part of your security deposit which has not yet been paid to You necessary to pay Owner for any losses incurred, including missed payments.

If Owner sells the Apartment, Owner will turn over your security either to You or to the person buying the Apartment within 5 days after the sale. Owner will then notify You, by registered or certified mail, of the name and address of the person or company to whom the deposit has been turned over. In such case, Owner will have no further responsibility to You for the security deposit. The new owner will become responsible to You for the security deposit.

6. IF YOU ARE UNABLE TO MOVE IN

A situation could arise which might prevent Owner from letting You move into the Apartment on the beginning date set in this Sublease. If this happens for reasons beyond Owner's reasonable control, including the failure to obtain the consent of the Apartment Corporation to this Sublease prior to the beginning date, Owner will not be responsible for your damages or expenses and this Sublease will remain in effect. However, in such case, the Sublease will start on the date when You can move in; the ending date of this Sublease as specified in Article 2 will remain the same. You will not have to pay rent until the move-in date Owner gives You by written notice, or the date You move in, whichever is earlier. If Owner does not give You notice that the move-in date is within 30 days after the beginning date of the term of this Sublease as stated in Article 2, this Sublease shall be canceled and all prepaid rent and security deposit shall be promptly returned to You.

7. CAPTIONS

In any dispute arising under this Sublease, in the event of a conflict between the text and a caption, the text controls.

8. WARRANTY OF HABITABILITY

A. All of the sections of this Sublease are subject to the provisions of the Warranty of Habitability Law in the form it may have from time to time during this Sublease. Nothing in this Sublease can be interpreted to mean that You have given up any of your rights under that law. Under that law, Owner agrees that the Apartment is fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.

B. You will do nothing to interfere to make more difficult the Apartment Corporation's efforts to provide You and all other occupants of the Building with the required facilities and services. Any condition caused by your misconduct or the misconduct of anyone under your direction or control shall not be a breach by Owner.

9. CARE OF YOUR APARTMENT; END OF SUBLEASE-MOVING OUT

A. You will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. You will move out on or before the ending date of this Sublease and leave the Apartment in good order and in the same condition as it was when You first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of your own.

B. When the Sublease ends, You must remove all of your movable property. You must also remove at your own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment You may have installed in the Apartment, even if it was done with Owner's consent. If the Apartment Corporation imposes any "move-out" deposits or fees, You shall pay any such deposit or fee when requested by the Apartment Corporation. You must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. You have not moved out until all persons, furniture and other property of yours is also out of the Apartment. If your property remains in the Apartment after the Sublease ends, Owner may either treat You as still in occupancy and charge You for use, or may consider that You have given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at your expense. You agree to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Sublease.

10. CHANGES AND ALTERATIONS TO APARTMENT

You cannot build in, add to, change or alter, the Apartment in any way, including wallpapering, painting, repainting, or other decorating, without first obtaining the prior written consent of Owner and, if required under the Proprietary Lease, the Apartment Corporation. Without Owner's and/or the Apartment Corporation's prior written consent, You cannot install or use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's and/or the Apartment Corporation's opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other tenants of the Building. Also, You cannot place in the Apartment water-filled furniture.

11. YOUR DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND RULES

A. GOVERNMENT LAWS AND ORDERS. You will obey and comply: (i) with all present and future city, state and federal laws and regulations which affect the Building or the Apartment, and (ii) with all orders and regulations of insurance rating organizations which affect the Apartment and the Building. You will not allow any windows in the Apartment to be cleaned from the outside, unless the prior written consent of the Apartment Corporation is obtained.

B. APARTMENT CORPORATION'S RULES AFFECTING YOU. You will obey all of the Cooperative Documents other than the provisions of the Cooperative Documents required to be performed by Owner.

C. YOUR RESPONSIBILITY. You are responsible for the behavior of yourself, the Permitted Occupants of the Apartment, your servants and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because You, the Permitted Occupants of the Apartment, servants or people visiting the Apartment, have not obeyed government laws and orders, the Cooperative Documents or this Sublease.

12. OBJECTIONABLE CONDUCT

You, the Permitted Occupants of the Apartment, servants or people visiting the Apartment will not engage in objectionable conduct in the Building. Objectionable conduct means behavior which makes or will make the Apartment or the Building less fit to live in for You or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartments, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other occupants of the Building. Objectionable conduct by You gives Owner the right to end this Sublease.

13. SERVICES AND FACILITIES

A. REQUIRED SERVICES. The Apartment Corporation will provide cold and hot water and heat, as required by law, repairs to the Apartment, as required by the Proprietary Lease, elevator service if the Building has elevator equipment, and the utilities, if any, included in the rent, as set forth in subparagraph B. You are not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.

B. The following utilities are included in the rent _____.

C. ELECTRICITY AND OTHER UTILITIES. If the Apartment Corporation provides electricity or gas for a separate, submetered charge, your obligations to the Apartment Corporation and/or Owner are described in a rider attached to this Sublease. If electricity or gas is not included in the rent and is not charged separately by the Apartment Corporation and/or Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service and cable television service if the cost of any such service is not included in the rent.

D. APPLIANCES. Appliances supplied by Owner in the Apartment are for your use. They are in good working order on the date hereof and will be maintained and repaired or replaced by Owner, but if repairs or replacement are made necessary because of your negligence or misuse, You will pay Owner for the cost of such repair or replacement as additional rent.

E. FACILITIES. If the Apartment Corporation permits Owner to use any storeroom, storage bin, laundry or any other facility located in the Building but outside of the Apartment, and provided such use is transferable to You by Owner pursuant to the Cooperative Documents, the use of any such facility will be furnished to You free of charge and at your own risk. You will operate at your expense any coin operated appliances located in any such facility.

14. INABILITY TO PROVIDE SERVICES

Because of a strike, labor, trouble, national emergency, repairs, or any other cause beyond Owner's and the Apartment Corporation's reasonable control, Owner and the Apartment Corporation may not be able to provide or may be delayed in providing any services or in making any repairs to the Apartment and/or the Building. In any of these events, any rights You may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs.

15. ENTRY TO APARTMENT

During reasonable hours and with reasonable notice, except in emergencies, Owner, Owner's representatives and agents or employees of the Apartment Corporation may enter the Apartment for the following reasons:

A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; to inspect the Apartment; and to make any necessary repairs or changes Owner or the Apartment Corporation decide are necessary. Your rent will not be reduced because of any of this work, unless the rent payable by Owner under the Proprietary Lease is reduced.

B. To show the Apartment to persons who may wish to become owners of the Apartment or may be interested in lending money to Owner.

C. For two months before the end of the Sublease, to show the Apartment to persons who wish to sublease it.

D. If, during the last month of the Sublease, You have moved out and removed all or almost all of your property from the Apartment, Owner may enter to make changes, repairs or redecorations. Your rent will not be reduced for that month and this Sublease will not be ended by Owner's entry.

E. If, at any time, You are not personally present to permit Owner, Owner's representatives or the agents and employees of the Apartment Corporation, to enter the Apartment and entry is necessary or allowed by law, under the Proprietary Lease or this Sublease, Owner, Owner's representatives or the agents and employees of the Apartment Corporation may nevertheless enter the Apartment. Owner, Owner's representatives or the agents and employees of the Apartment Corporation may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, any authorized party is negligent or misuses your property.

16. ASSIGNING; SUBLETTING; ABANDONMENT

A. Assigning and Subletting. You cannot assign this Sublease or sublet the Apartment. You acknowledge that Owner may refuse any request made by You to assign this Sublease or to further sublet the Apartment for any reason or no reason.

B. Abandonment. If You move out of the Apartment (abandonment) before the end of this Sublease without the consent of Owner, this Sublease will not be ended. You will remain responsible for each monthly payment of rent as it becomes due until the end of this Sublease. In case of abandonment your responsibility for rent will end only if Owner chooses to end this Sublease for default as provided in Article 17.

17. DEFAULT

A. You default under the Sublease if You act in any of the following ways:

- (i) You fail to carry out any agreement or provision of this Sublease;
- (ii) You, a Permitted Occupant of the Apartment, servants or people visiting the Apartment behave in an objectionable manner;
- (iii) You, a Permitted Occupant of the Apartment, servants or people visiting the Apartment violate any of the Cooperative Documents;
- (iv) You do not take possession or move into the Apartment 15 days after the beginning of this Sublease; or
- (v) You and the Permitted Occupants of the Apartment move out permanently before this Sublease ends.

If You do default in any one of these ways, other than a default in the agreement to pay rent, Owner may serve You with a written notice to stop or correct the specified default within 10 days. You must then either stop or correct the default within 10 days, or, if You need more than 10 days, You must begin to correct the default within 10 days and continue to do all that is necessary to correct the default as soon as possible.

B. If You do not stop or begin to correct a default within 10 days, Owner may give You a second written notice that this Sublease will end 6 days after the date the second written notice is sent to You. At the end of the 6-day period, this Sublease will end, You then must move out of the Apartment. Even though this Sublease ends, You will remain liable to Owner for unpaid rent up to the end of this Sublease, the value of your occupancy, if any, after the Sublease ends, and damages caused to Owner after that time as stated in Article 18.

C. If You do not pay your rent when this Sublease requires after a personal demand for rent has been made, or within 3 days after a statutory written demand for rent has been made, or if the Sublease ends Owner may do the following: (i) enter the Apartment and retake possession of it if You have moved out; (ii) go to court and ask that You and all other occupants in the Apartment be compelled to move out.

Once this Sublease has been ended, whether because of default or otherwise, You give up any right You might otherwise have to reinstate this Sublease.

18. REMEDIES OF OWNER AND YOUR LIABILITY

If this Sublease is ended by Owner because of your default, the following are the rights and obligations of You and Owner.

A. You must pay your rent until this Sublease has ended. Thereafter, You must pay an equal amount for what the law calls "use and occupancy" until You actually move out.

B. Once You are out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Sublease. Owner may re-rent to a new subtenant at a lesser rent or may charge a higher rent than the rent in this Sublease.

C. Whether the Apartment is re-rented or not, You must pay to Owner as damages:

- (i) the difference between the rent in this Sublease and the amount, if any, of the rents collected in any later sublease of the Apartment for what would have been the remaining period of this Sublease; and
- (ii) Owner's expenses for the cost of putting the Apartment in good condition for re-rental; and
- *** (iii) Owner's expenses for attorney's fees (*Delete if inapplicable*).

D. You shall pay all damages due in monthly installments on the rent day established in this Sublease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action. If the rent collected by Owner from a subsequent subtenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another subtenant will not release or change your liability for damages, unless the failure is due to Owner's deliberate inaction.

19. ADDITIONAL OWNER REMEDIES

If You do not do everything You have agreed to do, or if You do anything which shows that You intend not to do what You agreed to do, Owner has the right to ask a Court to make You carry out your agreement or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 17 and 18 of this Sublease.

20. FEES AND EXPENSES

A. You must reimburse Owner for any of the following fees and expenses incurred by Owner:

- (i) Making any repairs to the Apartment or the Building, including any appliances in the Apartment, which result from misuse or negligence by You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You;
- (ii) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organization concern-

ing the Apartment or the Building which You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You have caused;

(iii) Preparing the Apartment for the next subtenant if You move out of the Apartment before the Sublease ending date without Owner's prior written consent;

*** (iv) Any legal fees and disbursements for legal actions or proceedings brought by Owner against You because of a default by You for defending lawsuits brought against Owner because of the actions of You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You (*Delete if inapplicable*);

(v) Removing all of your property after this Sublease is ended;

(vi) Any miscellaneous charges payable to the Apartment Corporation for services You requested that are not required to be furnished You under this Sublease for which services You have failed to pay the Apartment Corporation and which Owner has paid;

(vii) All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Sublease or the Cooperative Documents by You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You.

These fees and expenses shall be paid by You to Owner as additional rent within 30 days after You receive Owner's bill or statement. If this Sublease has ended when these fees and expenses are incurred, You will still be liable to Owner for the same amount as damages.

B. Owner agrees that unless subparagraph (iv) of subparagraph 20 A has been stricken out of this Sublease, You have the right to collect reasonable legal fees and expenses incurred in a successful defense by You of a lawsuit brought by Owner against You or brought by You against Owner to the extent provided by Real Property Law Section 234.

C. You shall pay the Apartment Corporation on demand for the cost of any miscellaneous charges payable to the Apartment Corporation for services You requested that are not required to be furnished You under this Sublease.

21. PROPERTY LOSS, DAMAGES OR INCONVENIENCE

Unless caused by the negligence or misconduct of Owner, Owner's representatives or the agents and employees of the Apartment Corporation, none of these authorized parties are responsible to You for any of the following: (i) any loss of or damage to You or your property in the Apartment or the Building due to any accidental or intentional cause, even a theft or another crime committed in the Apartment or elsewhere in the Building; (ii) any loss of or damage to your property delivered to any agent or employee of the Apartment Corporation (i.e. doorman, superintendent, etc.); or (iii) any damage or inconvenience caused to You by actions, negligence or violations of the Cooperative Documents by any other tenant or person in the Building except to the extent required by law.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or on behalf of the Apartment Corporation. Owner will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Owner or the Apartment Corporation. Owner will not be liable to You for such interference caused by the permanent closing, darkening or blocking up of windows, if such action is required by law. None of the foregoing events will cause a suspension or reduction of the rent or allow You to cancel the Sublease.

22. FIRE OR CASUALTY

A. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Sublease will continue unless ended by Owner under subparagraph C below or by You under subparagraph D below. However, the rent will be reduced immediately. This reduction will be based upon the square footage of the part of the Apartment which is unusable.

B. Owner and/or the Apartment Corporation will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below.

C. After a fire, accident or other casualty in the Building, the Apartment Corporation may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Sublease. Owner may do this even if the Apartment has not been damaged, by giving You written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is unusable when Owner gives You such notice, this Sublease will end 60 days from the last day of the calendar month in which You were given the notice.

D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in 30 days, You may give Owner written notice that You end the Sublease. If You give that notice, this Sublease is considered ended on the day that the fire, accident or casualty occurred. Owner will promptly refund your security deposit and the pro-rata portion of rents paid for the month in which the casualty happened.

E. Unless prohibited by the applicable policies, to the extent that such insurance is collected, You and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

F. You acknowledge that if fire, accident, or other casualty causes damage to any of your personal property in the Apartment, including, but not limited to your furniture and clothes, neither the Owner nor the Apartment Corporation will be responsible to You for the repair or replacement of any such damaged personal property unless such damage was a result of the Owner's or the Apartment Corporation's negligence.

23. PUBLIC TAKING

The entire Building or a part of it can be acquired (condemned) by any government or government agency for a public or quasi-public use or purpose. If this happens, this Sublease shall end on the date the government or agency take title. You shall have no claim against Owner for any damage resulting; You also agree that by signing this Sublease, You assign to Owner any claim against the government or government agency for the value of the unexpired portion of this Sublease.

24. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS

All leases and mortgages of the Building or of the land on which the Building is located and the Proprietary Lease for the Apartment now in effect or made after this Sublease is signed, come ahead of this Sublease. In other words, this Sublease is "subject and subordinate to" the Proprietary Lease and any existing or future lease or mortgage on the Building or land, including any renewals, consolidations, modifications and replacements of these leases or mortgages. If certain provisions of any of these leases or mortgages come into effect, the holder of any such lease or mortgage can end this Sublease. If this happens, You agree that You have no claim against Owner or such Sublease or mortgage holder. If Owner requests, You will sign promptly an acknowledgment of the "subordination" in the form that Owner or the Apartment Corporation requires.

You also agree to sign (if accurate) a written acknowledgment to any third party designated by Owner that this Sublease is in effect, that Owner is performing Owner's obligations under this Sublease and that You have no present claim against Owner.

25. YOUR RIGHT TO LIVE IN AND USE THE APARTMENT

Provided the Apartment Corporation's consent to the Sublease is obtained, if You pay the rent and any required additional rent on time and You do everything You have agreed to do in this Sublease, your tenancy cannot be cut off before the ending date, except as provided for in Articles 22, 23 and 24.

26. BILLS AND NOTICE

A. Notices to You. Any notice from Owner or Owner's agent or attorney will be considered properly given to You if it is: (i) in

writing, (ii) signed by or in the name of Owner or Owner's agent, and (iii) addressed to You at the Apartment and delivered to You personally or sent by registered or certified mail to You at the Apartment. The date of service of any written notice by Owner to You under this agreement is the date of delivery or mailing of such notice.

B. Notices to Owner. If You wish to give a notice to Owner, You must write it and deliver it or send it by registered or certified mail to Owner at the address noted on page 1 of this Sublease or at another address of which Owner or Agent has given You written notice.

27. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

A. Both You and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim on any matters concerning this Sublease, the relationship of You and Owner as sublessee and sublessor or your use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims or personal injury or property damage.

B. If Owner begins any court action or proceeding against You which asks that You be compelled to move out, You cannot make a counterclaim unless You are claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or the Building.

28. NO WAIVER OF SUBLEASE PROVISIONS

A. Even if Owner accepts your rent or fails once or more often to take action against You when You have not done what You have agreed to do in this Sublease the failure of Owner to make action or Owner's acceptance of rent does not prevent Owner from taking action at a later date if You against do not do what You have agreed to do.

B. Only a written agreement between You and Owner can waive any violation of this Sublease.

C. If You pay and Owner accepts an amount less than all the rent due, the amount received shall be considered to be in payment of all or part of the earliest rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the rent due unless there is a written agreement between You and Owner.

D. Any agreement to end this Sublease and also to end the rights and obligations of You and Owner must be in writing, signed by You and Owner or Owner's agent. Even if You give keys to the Apartment and they are accepted by either any employee or agent of the Apartment Corporation, Owner's representatives or Owner, this Sublease is not ended.

E. This Sublease, or any provision hereof, may not be modified, amended, extended, waived or abrogated without the prior written consent of the Apartment Corporation.

29. CONDITION OF THE APARTMENT

When You signed this Sublease, You did not rely on anything said by Owner, Owner's representatives or the Apartment Corporation's employees, agents, or superintendent about the physical condition of the Apartment, the Building or the land on which is built. You did not rely on any promises as to what would be done, unless what was said or promised is written in this Sublease and signed by both You and Owner. Before signing this Sublease, You have inspected the Apartment and You accept it in its present condition "as is", except for any condition which You could not reasonably have seen during your inspection. You agree that Owner has not promised to do any work in the Apartment except as specified in a rider attached to this Sublease.

30. DEFINITIONS

A. Owner: The term "Owner" means the person or organization receiving or entitled to receive rent from You for the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" is the person or organization that owns the shares of stock of the Apartment Corporation appurtenant to the Apartment and is the lessee under the Proprietary Lease for the Apartment. It does not include a former Owner, even if the former Owner signed this Sublease.

B. You. The Term "You" means the person or persons signing this Sublease as sublessee and the successors and assigns of the signer. This Sublease has established a sublessor-sublessee relationship between Owner and You.

31. SUCCESSOR INTERESTS

The agreements in this Sublease shall be binding on Owner and You and on those who succeed to the interest of Owner or You by law, by approved assignment or by transfer.

32. TERMINATION OF PROPRIETARY LEASE

You acknowledge that if the Proprietary Lease is terminated by the Apartment Corporation, this Sublease shall terminate and come to an end 30 days after the Proprietary Lease is terminated. In such event, Owner shall return to You pay rent paid in advance on a pro rata basis.

33. INSURANCE

You may obtain liability insurance insuring You, the Permitted Occupants of the Apartment, your servants and people visiting the Apartment, and personal property insurance insuring your furniture and furnishings and other items of personal property located in the Apartment. You may not maintain any insurance with respect to any furniture or furnishings belonging to Owner that are located in the Apartment. You acknowledge that Owner may not be required to maintain any insurance with respect to the Apartment.

34. CONSENT

You shall furnish to the Apartment Corporation or its managing agent, within 5 business days after the date of this Sublease, such personal and financial references and additional information concerning You and the Permitted Occupants of the Apartment as may be requested in order to obtain the consent of the Apartment Corporation to this Sublease, including the submission of any application requested by the Apartment Corporation. You and the Permitted Occupants shall attend one or more personal interviews with members of the Board of Directors of the Apartment Corporation if requested. If the Apartment Corporation imposes any subleasing surcharge upon the rent payable by Owner under the Proprietary Lease during the term of this Sublease, any such subleasing surcharge shall be payable by Owner to the Apartment Corporation.

You acknowledge that this Sublease will not commence and that You and the Permitted Occupants shall have no right to occupy the Apartment until the consent of the Apartment Corporation is obtained to this Sublease. If consent of the Apartment Corporation has not been obtained by the date specified in Article 2 as the beginning date of this Sublease, You shall have no obligation to pay rent until such consent has been obtained. All rent prepaid for the period You are unable to occupy the Apartment because of the lack of the Apartment Corporation's consent shall be applied by Owner to subsequent rent payable hereunder. If consent to this Sublease by the Apartment Corporation is not obtained within 30 days after the date specified in Article 2 as the beginning date of this Sublease, this Sublease shall be canceled and all prepaid rent and security deposit shall be promptly returned to You.

35. FURNITURE [DELETE IF INAPPLICABLE]

The Apartment is being subleased as fully furnished; a rider attached to this Sublease lists all furniture and furnishings contained in the Apartment. You shall accept the furniture and furnishings contained in the Apartment "as is" on the commencement date of this Sublease. Owner represents that all such furniture and furnishings are in good repair and in working order on the commencement date of this Sublease except as may be noted in such rider.

You shall take good care of the furniture and furnishings in the Apartment during the pendency of this Sublease and shall be liable for any damages caused by You to such furniture and furnishings. You shall not be responsible for any damages to such furniture and furnishings not caused by You or caused by ordinary wear and tear. You shall surrender such furniture and furnishings when this

Sublease terminates in the same condition as on the date this Sublease commenced, subject to ordinary wear and tear. If any repairs are required to the furniture and furnishings in the Apartment when this Sublease terminates, You shall pay Owner upon demand the cost of any required repairs.

You may not remove any furniture or furnishings from the Apartment or change the location of any such furniture or furnishings during the pendency of this Sublease without Owner's prior written consent.

36. BROKER [DELETE EITHER SUBPARAGRAPH A OR B]

A. You represent to Owner that You have not dealt with any real estate broker(s) in connection with the subleasing of the Apartment other than _____, [and that _____ is your real estate broker in connection with the subleasing of the Apartment (*Delete bracket if inapplicable*)]. You will compensate such broker(s) in accordance with a separate agreement. You shall indemnify and hold Owner harmless from any and all loss incurred by Owner as a result of a breach of the foregoing representations.

B. You represent to Owner that you have not dealt with any real estate broker in connection with the subleasing of the Apartment. You shall indemnify and hold Owner harmless from any and all loss incurred by Owner as a result of a breach of the foregoing representation.

37. LEAD PAINT DISCLOSURE [DELETE IF THE BUILDING WAS ERECTED AFTER 1978]

Simultaneously with the execution of this Sublease, You and Owner shall sign and complete the disclosure of information on lead-based paint and/or lead-based paint hazards annexed as a rider attached to this Sublease. You acknowledge receipt of the pamphlet, "Protect Your Family From Lead in Your Home" prepared by the United States Environmental Protection Administration.

38. PETS [DELETE EITHER SUBPARAGRAPH A OR B]

A. You may not keep any pets in the Apartment.

B. If authorized by the Cooperative Documents, You may keep pets in the Apartment provided: (i) You obtain the prior written consent of Owner; and (ii) You comply with the Cooperative Documents with respect to the keeping of pets in the Building.

39. KEYS

Owner shall retain keys to all locks of the Apartment. If You make any changes to any such lock, You must deliver keys to Owner, and to the Apartment Corporation or its managing agent. At the end of this Sublease, You must deliver to Owner all keys to the Apartment. If You fail to return any keys, You shall pay Owner the cost of replacing any such keys.

40. WINDOW GUARDS

You shall complete and deliver to the Apartment Corporation, when requested, a notice with respect to the installation of window guards in the Apartment in the form required by the City of New York. You acknowledge that it is a violation of law to refuse, interfere with installation, or remove window guards where required.

41. OWNER'S DEFAULT TO APARTMENT CORPORATION

If: (i) Owner defaults in the payment to the Apartment Corporation of rent or other charges payable under Owner's Proprietary Lease for the Apartment; (ii) the Apartment Corporation notifies You of such default; and (iii) the Apartment Corporation instructs You to pay the rent under this Sublease to the Apartment Corporation, then You shall pay all future installments of rent payable under this Sublease to the Apartment Corporation until such time as the Apartment Corporation advises that the Owner's default has been cured. Owner acknowledges that if You pay any installment of rent payable under this Sublease to the Apartment Corporation as herein provided, You have satisfied your obligation to pay any such installment of rent to Owner. Nothing contained in this Article shall suspend your obligation to pay rent under this Sublease.

42. BINDING EFFECT

It is expressly understood and agreed that this Sublease shall not constitute an offer or create any rights in your favor, and shall in no way obligate or be binding upon Owner, and this Sublease shall have no force or effect until this Sublease is duly executed by You and Owner and a fully executed copy of this Sublease is delivered to both You and Owner.

TO CONFIRM OUR AGREEMENTS, OWNER AND YOU RESPECTIVELY SIGN THIS SUBLEASE AS OF THE DAY AND YEAR FIRST WRITTEN ON PAGE 1.

WITNESS:

_____(L.S.)
Owner's Signature
_____(L.S.)
Sublessee's Signature
_____(L.S.)
Sublessee's Signature

GUARANTY

The undersigned Guarantor guarantees to Owner the strict performance of and observance by Sublessee of all the agreements, provisions and rules in the attached Sublease. Guarantor agrees to waive all notices when Sublessee is not paying rent or not observing and complying with all of the provisions of the attached Sublease. Guarantor agrees to be equally liable with Sublessee so that Owner may sue Guarantor directly without first suing Sublessee. The Guarantor further agrees that this guaranty shall remain in full effect even if the Sublease is renewed changed or extended in any way and even if Owner has to make a claim against Guarantor. Owner and Guarantor agree to waive trial by jury in any such action, proceeding or counterclaim brought against the other on any matters concerning the attached Sublease or the Guaranty.

Dated, _____

_____ Witness

_____ Guarantor

_____ Address

FINANCIAL QUESTIONNAIRE

If this is a joint sublease, please make a copy of this page, as each party must answer and indicate whom the answer is for.

INCOME:

Yearly salary \$ _____
Other income \$ _____
Total \$ _____

Source of other Income: _____

ASSETS (Market Value)

Securities \$ _____
Real Estate \$ _____
Checking \$ _____
Savings \$ _____
Money Market \$ _____
Other, describe _____

TOTAL: \$ _____

LIABILITIES:

	MONTHLY PAYMENT	BALANCE
Installment debts	\$ _____	\$ _____
Mortgage and liens	\$ _____	\$ _____
Alimony/child support	\$ _____	\$ _____
Other, describe		

Total Monthly Payments \$ _____

Total Liabilities \$ _____

Applicant (s) agrees to comply with the above procedures and rules. False representation with respect to any of the above responses can result in the denial of the transfer of shares.

Date

Signature

Date

Signature

NOTICE TO TENANT OR OCCUPANT

You are required by law to have window guards installed in all windows if a child 10 years of age or younger lives in your apartment.

Your landlord is required by law to install window guards in your apartment if a child 10 years of age or younger lives in your apartment,

OR

if you ask him to install window guards at any time (you need not give a reason).

A VIOLATION OF LAW TO REFUSE, INTERFERE WITH INSTALLATION, OR REMOVE WINDOW GUARDS WHERE REQUIRED, OR TO FAIL TO COMPLETE THIS FORM TO YOUR LANDLORD. IF THIS FORM IS NOT RETURNED PROMPTLY, AN INSPECTION BY THE LANDLORD WILL FOLLOW.

CHECK WHICHEVER APPLY:

- | | |
|---------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| <input type="checkbox"/> CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT | <input type="checkbox"/> WINDOW GUARDS ARE INSTALLED IN ALL WINDOWS |
| <input type="checkbox"/> NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT | <input type="checkbox"/> WINDOW GUARDS ARE NOT INSTALLED IN ALL WINDOWS |
| <input type="checkbox"/> I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER | <input type="checkbox"/> WINDOW GUARDS NEED MAINTENANCE OR REPAIR |
| | <input type="checkbox"/> WINDOW GUARDS DO NOT NEED MAINTENANCE OR REPAIR |

TENANT OR OCCUPANT NAME:

(PRINT)

_____ (ADDRESS / APT.NO.)

TENANT OR OCCUPANT NAME:

(SIGNATURE)

_____ (DATE)

TELEPHONE NO.: _____

RETURN THIS FORM TO:

**Palmbrook Gardens Tenants Corp.
c/o Stillman Management Inc.
440 Mamaroneck Avenue Suite S-512
Harrison, NY 10528**

** Except windows giving access to fire escapes or windows on the first floor that are a required means of escape from the dwelling unit.

TENANT DATA VERIFICATION

Building _____ Rent/Purchase _____
Address of Building _____
Lease begins _____ Lease Expires _____ Apartment # _____
Name of Applicant _____ Tel.# _____
Present Address _____ State _____

(include zip code)

How long at above address _____ Social Security # _____
Date of Birth _____
Present Landlord _____ Address _____
Telephone # _____ Lease Expires _____

If less than one year please list previous address _____

Previous Landlord _____ Tel.# _____
Address _____ Date Vacated _____

Applicant employed by _____ Position _____
Address _____ Telephone _____
How Long _____ Salary _____ Contact Person _____

If present employer is less than one year
Previous employer _____ Position _____
Address _____ Telephone _____
How Long _____ Date Left _____ Salary _____ Contact Person _____

Other sources of Income _____
Contact person _____ Tel. # _____

Bank Reference:
Name of Bank _____ Type of Acct. _____ Acct # _____
_____ Type of Acct. _____ Acct # _____
_____ Type of Acct. _____ Acct # _____

Accountant _____ Address _____
Tel. # _____

Do you have Credit Cards _____

Name of Persons not on the Lease to occupy the Apartment

Name	Age	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

In Case of Emergency Notify _____ Telephone# _____
Address _____

In connection with my application for this apartment, I authorize all banks, corporations, companies, Credit agencies, accountants, persons and employers, to release any information that they have about me to Tenant Data Verification Co. Inc., or its agency and I release them from any and all liability or responsibility from doing so. Further I authorize the procurement of an investigative consumer report and understand that such a report may contain information about my background, character and personal reputation. I understand this notice will also apply to future update reports that may be requested. I understand that any misrepresentation by me may be the cause of rejection by the landlord.

Applicant's Signature _____ Date _____

Agent _____

TENANT DATA VERIFICATION

Building _____ Rent/Purchase _____
Address of Building _____
Lease begins _____ Lease Expires _____ Apartment # _____
Name of Applicant _____ Tel.# _____
Present Address _____ State _____

(include zip code)

How long at above address _____ Social Security # _____
Date of Birth _____
Present Landlord _____ Address _____
Telephone # _____ Lease Expires _____

If less than one year please list previous address _____

Previous Landlord _____ Tel.# _____
Address _____ Date Vacated _____

Applicant employed by _____ Position _____
Address _____ Telephone _____
How Long _____ Salary _____ Contact Person _____

If present employer is less than one year
Previous employer _____ Position _____
Address _____ Telephone _____
How Long _____ Date Left _____ Salary _____ Contact Person _____

Other sources of Income _____
Contact person _____ Tel. # _____

Bank Reference:
Name of Bank _____ Type of Acct. _____ Acct # _____
_____ Type of Acct. _____ Acct # _____
_____ Type of Acct. _____ Acct # _____

Accountant _____ Address _____
Tel. # _____

Do you have Credit Cards _____

Name of Persons not on the Lease to occupy the Apartment

Name	Age	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

In Case of Emergency Notify _____ Telephone# _____
Address _____

In connection with my application for this apartment, I authorize all banks, corporations, companies, Credit agencies, accountants, persons and employers, to release any information that they have about me to Tenant Data Verification Co. Inc., or its agency and I release them from any and all liability or responsibility from doing so. Further I authorize the procurement of an investigative consumer report and understand that such a report may contain information about my background, character and personal reputation. I understand this notice will also apply to future update reports that may be requested. I understand that any misrepresentation by me may be the cause of rejection by the landlord.

Applicant's Signature _____ Date _____

Agent _____

RELEASE OF INFORMATION AUTHORIZATION

I HEREBY AUTHORIZE ANY INDIVIDUAL, COMPANY, OR INSTITUTION TO
RELEASE TO

AND/OR ITS REPRESENTATIVE ANY AND ALL INFORMATION THAT THEY HAVE
CONCERNING ANY CREDIT HISTORY

I HEREBY RELEASE THE INDIVIDUAL, COMPANY, OR INSTITUTION AND ALL
INDIVIDUALS CONNECTED THEREWITH FROM ALL LIABILITY FOR ANY DAMAGE
WHATSOEVER INCURRED IN FURNISHING SUCH INFORMATION...

NAME(PRINT) _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

SIGNATURE _____

DATE _____ SOCIAL SECURITY # _____

Criminal Authorization Form

RELEASE OF INFORMATION AUTHORIZATION

I HEREBY AUTHORIZE ANY INDIVIDUAL, COMPANY, OR INSTITUTION TO
RELEASE TO

AND/OR ITS REPRESENTATIVE TO OBTAIN A CRIMINAL BACKGROUND.

I HEREBY RELEASE THE INDIVIDUAL, COMPANY, OR INSTITUTION AND ALL
INDIVIDUALS CONNECTED THEREWITH FROM ALL LIABILITY FOR ANY DAMAGE
WHATSOEVER INCURRED IN FURNISHING SUCH INFORMATION...

NAME(PRINT)_____ DATE OF BIRTH_____

ADDRESS_____

CITY_____ STATE_____ ZIP_____

SIGNATURE_____

DATE_____ SOCIAL SECURITY #_____

PALMBROOK GARDENS TENANTS CORPORATION

House Rules

I/ We have read the house rules and agree to abide by them.

Date

Signature

Date

Signature

PALMBROOK GARDENS TENANT CORP.
C/o Stillman Management, Inc.

***** IMPORTANT NOTICE *****

To: All Shareholders

From: Board of Directors

RE: Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Dear Shareholder:

In connection with the Residential Lead-Based Paint Hazard Redistribution Act passed by Congress in 1992, the United States Department of Housing and Urban Development (HUD) has recently published rules, which require both owners of individual apartments and landlords (including Cooperative Corporations) to disclose their knowledge as to the existence of lead-based paint and lead-based paint hazards for all buildings constructed prior to 1978. These rules became effective for Co-ops on September 6th, 1996, and will become effective for individual owners on December 6th, 1996.

The statute requires that you give to your proposed purchaser/subtenant, a copy of the enclosed pamphlet entitled "*Protect Your Family From Lead in Your Home*", the "*EPA HUD Fact Sheet*" and the enclosed disclosure form "*Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards*" for sales/rentals.

You must complete and sign your portion of the disclosure form; the Co-op has completed its portion and the purchaser(s)/tenant(s) must complete their portion and return the fully executed disclosure form to our office. The Board of Directors will not consider approval of any purchase, sublet or renewal without receiving this fully executed form.

Thanking you in advance for your cooperation in this matter.

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

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

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

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

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

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

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

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

Lessee's Acknowledgment (initial)

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

_____	_____	_____	_____
Lessor	Date	Lessor	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date
_____	_____	_____	_____
Agent	Date	Agent	Date

PALMBROOK GARDENS TENANT CORP.
c/o Stillman Management, Inc.

To: Shareholders/Residents of Palmbrook Gardens Tenant Corp.

From: Marion MacKay Property Manager

Date: December 17, 2003

Re: **Outside Antenna**

At a meeting held on December 9, 2003, the Board voted the following policy into place.

As you know, the building still has the ability to hook up to the outside antenna for television reception. Shareholders, who were hooked up to the system prior to the roofing, were again hooked up to the system.

Effective immediately, all shareholders who have an existing hook-up to the outside antenna will be responsible for any service and/or maintenance to that hook-up.

From this point forward, any new hook-ups will be at the expense of the shareholder/resident wishing to have the service of the outside antenna. Maintenance and service expenses for hook-ups will be solely the responsibility of the shareholder/resident.

Palmbrook Gardens Tenants Corporation

HOUSE RULES

Preamble

The “House Rules” were established at the inception of our Cooperative Community with the purpose of defining a set of rights and responsibilities to increase harmonious living while at the same time preserving the value of our property. The House Rules are updated and amended as the Board of Directors deems appropriate in order to accommodate community needs or, curtail practices that became contentious for the community at large.

General and Public/Common Areas

1. The public halls and stairways of the buildings shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the buildings. The fire escapes and fire escape windows shall not be obstructed in any way.
2. No commercial or professional businesses/offices shall be permitted to conduct business in the buildings.
3. No Lessees/Shareholders are allowed on the roofs. Children shall not play in the public halls, stairways, fire escapes or elevators.
4. No radio, television aerial or satellite dishes shall be attached to or hung from the exterior of the buildings. Satellite dishes, to the extent permitted, shall comply in size, type and installation methods with all requirements of the Federal Communications Commission. No public hall shall be decorated or furnished by any Lessee/Shareholder in any manner that will obstruct ingress and egress. In the event of disagreement between Lessees/Shareholders, or between Lessees/Shareholders and the Board of Directors as to the appropriateness of such decorations or furnishment, the Board of Directors shall decide.
5. No article shall be placed in the halls, staircases, landings, or fire escapes, nor shall anything be hung or shaken from the doors, windows, terraces, or balconies or placed upon the windowsills of the buildings.
6. No awnings, window air conditioning units, or ventilators shall be used in or about the buildings except such as shall have been expressly approved by the Board of Directors nor shall anything be projected out of a window of the buildings without similar approval. No air conditioning units shall be installed in windows that are egress to fire escapes.
7. No sign, notice, advertisement, or illumination shall be inscribed or exposed on or at any window or other part of the buildings, except such as shall have been approved in writing by the Board of Directors.

8. No bicycles, mopeds, scooters, baby carriages, shopping carts, laundry baskets, etc. shall be allowed to stand in the public halls, passageways, areas or courtyards of the buildings.
9. Delivery and trades people shall use such means of ingress and egress as shall be designated by the Board of Directors. All bulk or heavy items taken out of or brought into the buildings by such delivery and trades people must be moved through the rear service entrance of the buildings. The Superintendent must be notified in advance of such move so that the hallways and/or the elevators shall be protected. Damage to common areas of the buildings caused by any delivery or trades people shall be charged to the account of the Lessee/Shareholder employing such person.
10. Plantings and landscaping of the exterior grounds and common areas are the responsibility of the Cooperative, under the direction of the Board of Directors. Residents are prohibited from making alterations or additions to the landscape of these areas unless approved by the Board of Directors.
11. Smoking is not permitted in or on any interior or exterior common areas of the buildings.

Apartment

12. All Lessees/Shareholders must provide keys to their apartments so as to permit access as required by Article 22 of the Proprietary Lease. The keys will be stored with the Superintendent in a secure manner and will be used in case of emergencies. Failure to provide keys is a breach of the Proprietary Lease and these House Rules. Any charges or costs which the Lessor incurs in order to obtain access, if necessary, shall be charged to the account of the Lessee/Shareholder.
13. No Lessee/Shareholder shall make or permit any disturbing noises in the buildings or do or permit anything to be done therein, at any time of the day or night, which will interfere with the rights, comfort or convenience of other Lessees/Shareholders. No Lessee/Shareholder shall play any musical instrument or any device that generates sound or permit to be operated such instrument or device including but not limited to a stereo, radio, television, CD player or similar devices in such Lessee's/Shareholder's apartment between the hours of 10:00 pm and 8:30 am Sunday through Thursday and 11:00 pm and 9:30 am Friday and Saturday, if the same shall disturb or annoy other occupants of the buildings.
 - No construction or repair work or other activity involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 8:30 am and 5:00 pm. (*See "Apartment Repairs and Renovations" section.*)
14. Toilets and other plumbing fixtures such as sinks and bathtubs shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be placed into these fixtures. The Lessee/Shareholder in whose apartment the problem originates shall pay for the cost of repairing any damage caused to the

plumbing of the buildings and/or the functioning of such plumbing, and/or damage to any other apartment or portion of the common areas of the buildings.

15. No bird or animal shall be kept or harbored in the buildings unless the Board of Directors expressly permits the same in each instance, in writing. In no event, shall dogs, permanent or visiting, be permitted in the buildings.
16. Unless expressly authorized by the Board of Directors in each case, the floors of each apartment with a residence below must be covered with half-inch thick and padded rugs or carpeting or equally effective noise-reducing material, to the extent that at least 90% of the floor of each room be covered, excepting for kitchens, pantries, bathrooms and closets. The Board of Directors has the right to inspect any apartment to ensure compliance with this rule and will make every attempt to arrange a mutually convenient time with the Shareholder but may inspect the unit without the Shareholder present, with prior notice, if the Shareholder is not available.
17. No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction, tag or house sale be held in any apartment without the consent of the Board of Directors. In the event that a Shareholder intends to sell the shares in the Cooperative, open house events of a 2- to 3-hour duration are permitted provided that prior advance notice is given to the Board of Directors, its consent to the open house is granted and that the security rules of the Board are obeyed and the access of visitors is controlled by the Shareholder or/and the real estate representative, if any. The Shareholder will be responsible for any damage or loss caused by a breach of the security rules.
18. The Lessee/Shareholder shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee/Shareholder, within 10 days after notice in writing from the Board of Directors or Managing Agent to clean the windows, such cleaning may be done by the Cooperative, which shall have the right by its employees or authorized agents to enter the apartment for that purpose and to charge the cost of such cleaning to the Lessee/Shareholder.
19. Balconies and terraces shall be maintained in a neat, orderly condition and shall not be used for storage.
20. The agents of the Board of Directors and any contractor or workman authorized by the Board of Directors, may enter any apartment, accompanied by the Superintendent, at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests or to inspect for or to cause to be corrected any condition causing damage to the apartment, other apartments or the common areas of the buildings.
 - The Board of Directors will make every attempt to arrange a mutually convenient time with the Shareholder but may enter the apartment, without prior notice, in the case of emergency if the Shareholder is not available.

- If the Board of Directors or Managing Agent takes measures to control or exterminate carpet beetles and/or bed bugs, the cost thereof shall be charged to and payable by the Lessee/Shareholder as additional maintenance.
21. No washing and/or dryer machine shall be installed or used in any apartment. Possession and usage of such machines shall be deemed a material breach of the Proprietary Lease. Installation or use of garbage disposals is not permitted.
22. Lessees/Shareholders shall only receive deliveries of large/bulky items and shall remove pre-existing large/bulky items in/out of their apartments during the following times: Monday through Friday 8:30 am to 8:00 pm, Saturday 11:00 am to 6:00 pm. Delivery or removal of such items is not permitted on Sundays or Holidays or at any other times of permitted days.
- Large/bulky items shall be deemed to include but are not limited to: furniture, appliances & household electronics, mattresses, box springs, construction materials, cabinetry, plumbing/electrical materials, large floor coverings, and any other item whose delivery or removal would require use of the elevators or would otherwise disrupt other Lessees/Shareholders. These items are not to be dragged on the floor of the hallways but rolled on dollies or carried by hand. Damage to the hallway floors/walls/elevators or any common area of the buildings will be charged to the Lessee/Shareholder.
 - This rule is not intended to replace or conflict with the House Rule on allowable times for a complete move-in or move-out of Lessee/Shareholder's residence as stated separately. Any movement of property in any way related to a Lessee/Shareholder's complete move-in/out of their residence is not covered by this House Rule and is subject to the rules and times specifically stated for move-ins/outs under the "*Moving In and Out of the Complex*" section.
23. All Lessees/Shareholders must comply with New York State's "Amanda's Law" effective on January 22, 2010, and which requires installation of digital display carbon monoxide detectors in every apartment and must be operative at all times. A written certification provided by the Managing Agent to the Lessees/Shareholders must be signed by the latter stating that the detector is operating properly and must be filed at the first installation of the detector and annually thereafter and returned to the Managing Agent. In case of failure to provide this certification, the Managing Agent is authorized to enter the apartment, test or install the Carbon Monoxide detector and back-charge the Lessee/Shareholder. Non-compliance with "Amanda's Law" is considered a material breach of the Proprietary Lease.

Parking, Garages, Laundry, Storage (For parking refer to the attached Parking Policy part of these House Rules)

24. No vehicle belonging to a Lessee/Shareholder or to a member of the family or guest, subtenant, or employee of a Lessee/Shareholder shall be parked in such manner as to impede or prevent ready access to any entrance of the buildings by another vehicle.

25. Garage spaces may not be used for storage of such items that may be considered flammable. Items placed in garage spaces shall be kept to a minimum and confined to Lessee/Shareholder's garage space. The Board of Directors may, in its absolute discretion, direct the removal of any item(s) stored in a garage space.
26. The Lessee/Shareholder shall use the available laundry facilities daily between the hours of 8:00 am and 10:00 pm.
27. Storage is not a right that comes with the apartment. Storage space is allocated by the Board of Directors according to availability. All items kept in the storage room must be neatly stored in plastic containers clearly marked with the owner's name and apartment number. Furniture, rugs, cardboard, or combustible/explosive/flammable items shall not be kept in storage rooms or any other common areas of the buildings.
28. The Board of Directors shall have the right to inspect items stored in blocks, on pallets or large containers, enact further rules relating to storage and to curtail usage or relocate any space devoted to storage purposes.
29. Only shareholders are eligible for storage space.

Garbage

30. Garbage and refuse from the apartments shall be disposed of between the hours of 8:30 am and 10:00 pm Monday through Friday and 9:30 am and 11:00 pm Saturday and Sunday. The following rules shall be observed with respect to compactor equipment and trash disposal:
 - All debris shall be securely wrapped or bagged in small package sizes to fit easily into the trash chute.
 - Debris shall be completely dry before it leaves the apartment and is placed in the chute for disposal.
 - All recyclable items shall be separated, cleaned and placed into the appropriate bins in the recycle areas.
 - Kitty litter from those grandfathered or otherwise permitted to have one cat, cartons, boxes, crates, clothing and clothing hangers, fabrics, rugs or rug parts, sticks of wood or other solid matter shall not be put into the trash chute opening. Items of this nature may be left in a neat manner on the compactor room floor.
 - Under no circumstances shall carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, oil-soaked rags, empty paint or aerosol cans or any other flammable, explosive, highly combustible substances or lighted cigarettes or cigar stubs be placed into the trash chute.

- Vacuum cleaner bags shall not be emptied into the trash chute. Such debris, dust, dirt, etc. shall be wrapped in a securely tied bag or package and placed into the trash chute.
- The Superintendent shall be notified of any drippings, or moist refuse, appearing on compactor room floor or corridors.

Apartment Repairs and Renovations

31. All apartment renovations, excluding painting, must be approved by the Board of Directors on a form to be obtained from the Managing Agent and completed by The Lessee/Shareholder. The following items are required as part of this form and shall be provided by the Lessee/Shareholder at least two weeks prior to the anticipated start of the work:

- A written description of the intended work with a sketch and an estimate of duration. The Board may request further information after reviewing the description and the sketch.
- A \$1,000.00 damage deposit payable to Palmbrook Gardens Tenants Corporation which will be returned to the Lessee/Shareholder if no rules have been broken, no damage was caused to any common areas of the buildings, and the work passes a final inspection by the Managing Agent.
- Lessees/Shareholders using contractors to perform work that will disturb more than 6 square feet of any surface that may contain lead paint or other lead products due to the age of the buildings, must consult with the Managing Agent about EPA Lead Regulations in effect starting April 22, 2010. The work must be performed by EPA-certified contractors and in compliance with EPA rules.

Any contractor doing work of any kind in any apartment must be licensed and produce the following information to the Board for review and approval:

- Insurance Certificate which covers the Lessee/Shareholder as well as Palmbrook Gardens Tenants Corporation as additional insured.
- Proof of liability insurance satisfactory to the Board of Directors.
- Proof of Worker's Compensation coverage.
- Any request for a renovation that requires electrical or plumbing work must be accompanied by the proper contractor's license for Yonkers and Westchester County. Any such work which requires a permit from The City of Yonkers may not commence until a copy of such permit is forwarded to the Managing Agent.
- Contractors must provide their office and cell phone numbers to the Superintendent. Those contractors who park a vehicle in the complex while working in an apartment shall obtain approval for an available parking spot from the Superintendent and shall display information on where the contractor is working in the complex.

In addition, the following rules must be observed:

- If water needs to be turned off during the renovation, the Superintendent must be notified 3 days in advance to allow the Property Manager to post announcements to the Lessees/Shareholders who will be affected prior to the shut off.
- Plumbing work that might require shutting down any boiler must be scheduled other than during the period October 1st through April 1st.
- In case of use of heavy odor, volatile chemicals on large areas such as polyurethane on wooden floors and/or furniture, contractors must use best work practices including but not limited to proper ventilation and sealing of the apartment door with tape after applying the chemicals.
- Work may only take place Monday through Friday 8:30 am to 5:00 pm. ABSOLUTELY NO WORK CAN BE DONE ON WEEKENDS AND/OR HOLIDAYS OR DURING OTHER HOURS.
- No delivery of any construction material may be made on weekends or holidays.
- All contractors must remove their construction debris and garbage daily. Public areas including hallways must be swept and cleaned every day. The Superintendent will monitor for cleanliness. Any damages to public areas will be charged to the Lessee/Shareholder's account. Garbage and refuse from the renovation may not be placed with the building's garbage. The contractor must take it with him when he leaves for the day. Any old or discarded appliance and/or debris must be removed from the building by the contractor.
- If a bathtub has to be removed, the Managing Agent must inspect the flooring underneath before a new tub can be installed to ensure its integrity.

Prior to the refund of the damage deposit, the Property Manager must be allowed to inspect the renovation which must also be approved by the Board of Directors.

In case of failure to comply with these rules, the Board may choose to hire an engineer and contractor to repair damages caused to the buildings by non-compliance with these rules or otherwise. Any charges incurred will be back charged to the Lessee/Shareholder's account.

The work must be done within a reasonable time limit as indicated to the Managing Agent and the Board of Directors on the form mentioned in paragraph #30. A charge of \$100/day for going over the indicated duration will be imposed on delays.

Move In and Out of the Complex

32. The Superintendent must be notified prior to any new Lessee/Shareholder or an existing Lessee/Shareholder moving into or out of the buildings. Moving is allowed only Monday to Friday 8:30 am to 5:00 pm, excluding public holidays. It is imperative that the Superintendent is advised of moving truck positioning within the boundaries of the property

so that the process does not impede the ability of Lessees/Shareholders to enter and exit their parking spaces at all times.

- If the move in or move out must occur or extends outside of the times stipulated above, approval of the Board of Directors must be obtained and the Shareholder will be charged a non-refundable deposit calculated as follows: number of superintended hours needed times overtime hourly rate. All other rules apply. Disregarding this provision will result in forfeiture of the move in or move out deposit and possible charge to your account if move in or move out deposit is insufficient to cover charges and fees. (BOB THIS MEANS IF THEY MESS UP WALLS, CEILINGS, ETC. TO THE EXTENT OF \$500 THEN AT THE CLOSING WE MUST CHARGE FOR THIS ABOVE)

33. Moving deposits of \$500, from both Lessees/Shareholders moving out and Lessees/Shareholders moving in, are to be collected by the Managing Agent as part of share-transfer or sublease application. As with repairs and renovations, Lessees/Shareholders shall ensure that deliveries to and/or removal of large or bulky objects or furniture from their apartment do not damage common property of the buildings or creates additional expense for the community in the haste of moving including but not limited to:

- Disposing of items down the garbage chute that are inappropriate for such disposal. (ask the Superintendent)
- Cardboard boxes not properly being disposed of. Cardboard boxes should be flattened and placed in the recycle room (ask the Superintendent)
- Damage/scratches to the floors, ceilings, walls and/or doors.

The moving deposit will be charged according to the need to repair the damage and/or pay for staff overtime.

34. Disposal of bulk items and/or discarded personal objects in conjunction with moving out must be removed from the building by the Lessee/Shareholder who transfers the shares and not by the Cooperative.

35. Lessees/Shareholders transferring their shares in Palmbrook Gardens Tenants Corporation may not permit potential buyers to obtain keys or access to the building/apartment, to move in, store furniture, and/or household items before the Board of Directors reviews the potential buyer's properly filed application for share transfer and approves the transfer.

Building Services and Employees

36. No Lessee/Shareholder shall send any employee of the Corporation out of the buildings on any private business of a Lessee/Shareholder.

37. Requests for building services shall be made in writing to the Managing Agent with a copy to the Board of Directors, or by Service Request Form given to the Superintendent.

38. Complaints regarding the service of the buildings shall be made in writing to the Board of Directors or the Managing Agent.

Procedures

39. Any consent or approval given under these House Rules by the Board of Directors shall be revocable at any time and shall be subject to such conditions as the Board of Directors in its absolute discretion shall require.

40. Disputes related to the interpretation of these rules shall be resolved in favor of the interpretation by the Board of Directors. The Board of Directors may take any steps deemed necessary to enforce these rules. Violators will be dealt with as outlined in the Proprietary Lease, the Bylaws of the Corporation, and as permitted by law.

41. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors, notification to all Shareholders.

42. Any violation of these House Rules may result in the imposition of an administrative charge as shall be deemed appropriate by the Board of Directors.

43. A \$50.00 late fee will be assessed for any late payment of maintenance received after the 15th day of the month in which it is due.

Postscript

The foregoing House Rules supersede and replace all previously existing House Rules. In the event that any of these Rules is in conflict with the terms of the Proprietary Lease, the Proprietary Lease shall control, and if there is a conflict with the Certificate of Incorporation, the Certificate shall control. In the event that one of these Rules is found to be invalid as a matter of law, that particular Rule shall be deemed invalid but shall have no further effect on the remaining Rules. Annexed hereto and made part of these HOUSE RULES are the SUBLET POLICY and PARKING POLICY.

Revised and Board Approved as of February 4, 2015, superseding any previous House Rules.

Palmbrook Gardens Tenants Corporation House Rules - PARKING POLICY

1. A "Parking Wait List" will be maintained by the Board of Directors and communicated to the Managing Agent of the Corporation. This list will be on a first-come, first-serve basis. All requests for parking must be dated and submitted in writing to the Managing Agent who will forward them to the Board of Directors. Requests should include building number and indoor/outdoor space preference or no preference. All parking spaces will be assigned from this list. Shareholder contact for parking issues shall be the Managing Agent.
2. A Shareholder wishing to change his space (indoor or outdoor) **MUST** put their name back on the list. This Shareholder will have preference on the list to move to the next available space, freeing up his current space for the next Shareholder on the list.
3. If a Shareholder is offered a space, in accordance with his request, and he rejects the space, the space will be offered to the next Shareholder on the list. The original Shareholder will retain his/her position on the list until a space of his preference becomes available.
4. A Shareholder without a space will have preference over a Shareholder waiting for a second space.
5. Shareholders requesting parking spaces, including a 2nd parking space, will be accommodated before renters/sublessees.
6. Maximum number of spaces for any apartment is two (2) spaces, when both indoor and outdoor lots are full. The two (2) spaces may consist of two (2) outdoor spaces, or one (1) indoor and one (1) outdoor space. Exceptions may be assigned on a month to month basis, if lots are not full.
7. The Corporation shall have the right to terminate a space rental, upon thirty (30) days written notice, for any violation of the House Rules in relation to the Parking Policy or if the Shareholder is in arrears as to his maintenance obligations.
8. Shareholders shall reimburse the Corporation for the cost of all losses, damages, towing, fines and reasonable legal expenses incurred by the Corporation for any violation of the House Rules in relation to the Parking Policy.
9. Parking spaces are non-transferrable. Upon sale or rental/sublet of the Shareholder's apartment, any parking space previously rented by the Shareholder will revert back to the Corporation and will be assigned in accordance with the "Parking Policy".
10. Shareholders, tenants or residents may not rent (sublet) or permit the use of any parking space to another Shareholder, resident or non-resident of the Corporation.

11. Performing maintenance or repairs on vehicles anywhere on the common areas is prohibited.
12. Commercial vehicle applications for parking spaces will be handled on a case-by-case basis by the Board.
13. Visitor parking, if available, for a period of two (2) days or more requires advance written notification to the Board of Directors and Board approval.
14. All parking spaces are subject to parking fees and terms as may be established by the Board.

Revised and Board Approved as of February 4, 2015, superseding any previous Parking Policy.

Simple Steps To Protect Your Family From Lead Hazards

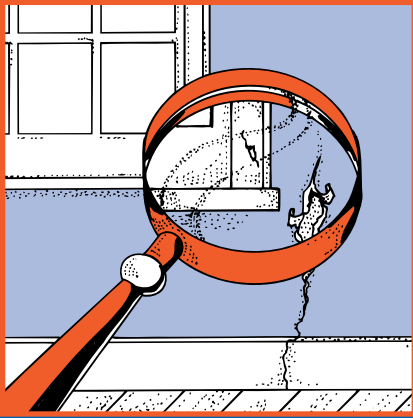
If you think your home has high levels of lead:

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



Recycled/Recyclable

Printed with vegetable oil based inks on recycled paper
(minimum 50% postconsumer) process chlorine free.



Protect Your Family From Lead In Your Home



 **EPA** United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

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

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



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

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



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



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



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

IMPORTANT!

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

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

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

Lead Gets in the Body in Many Ways

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

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

People can get lead in their body if they:

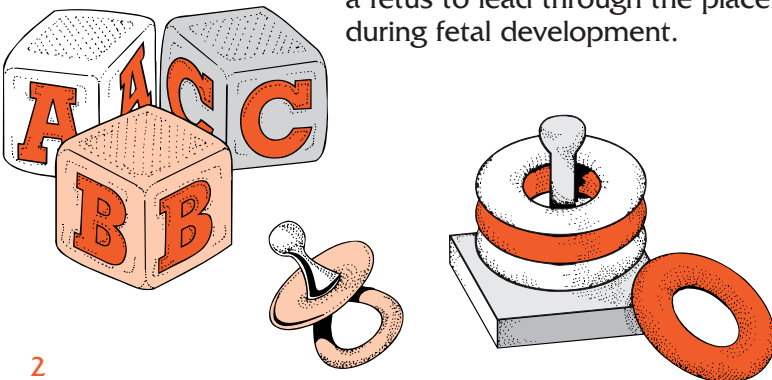
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

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

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

Lead is also dangerous to women of childbearing age:

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



Lead's Effects

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

In children, lead can cause:

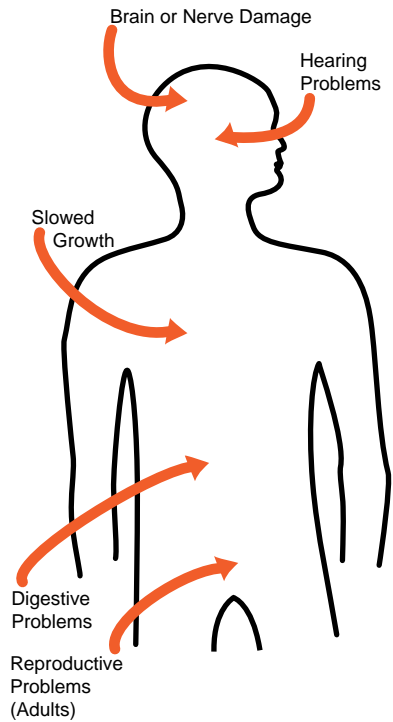
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

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

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

In adults, lead can cause:

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



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

Where Lead-Based Paint Is Found

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

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

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

Checking Your Family for Lead

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

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

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

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

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

Identifying Lead Hazards

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

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

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

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

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

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

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

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

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

Checking Your Home for Lead

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



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

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

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

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

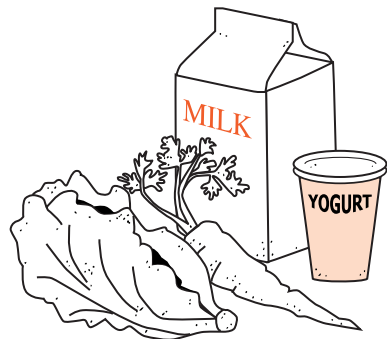
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

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

What You Can Do Now To Protect Your Family

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

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



Reducing Lead Hazards In The Home

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

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



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

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

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

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

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

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

Remodeling or Renovating a Home With Lead-Based Paint

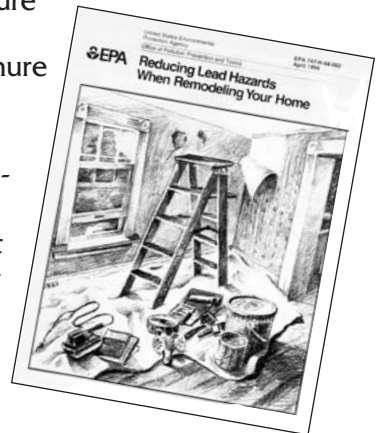
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

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

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



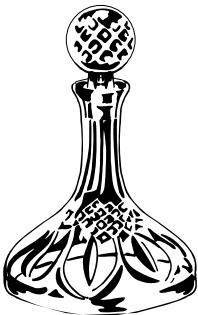
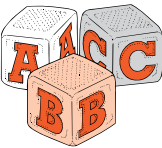
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



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



- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ Old painted **toys** and **furniture**.
- ◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as “greta” and “azarcon” used to treat an upset stomach.

For More Information

The National Lead Information Center

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

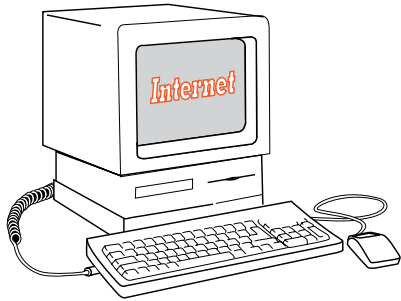


EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

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



Health and Environmental Agencies

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

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

EPA Regional Offices

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

EPA Regional Offices

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

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

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

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

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

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

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

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

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

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

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

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

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

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

CPSC Regional Offices

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

Eastern Regional Center

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

Western Regional Center

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

Central Regional Center

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

HUD Lead Office

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

U.S. Department of Housing and Urban Development

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

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

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