

440 Mamaroneck Avenue, Suite S 512
Harrison, NY 10528

T: 914.813.1900
F: 914.813.1919

www.stillmanmanagement.com



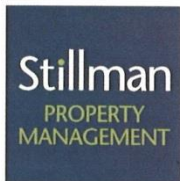
ROCKLEDGE CONDOMINIUM SALES PROCEDURES

Under Article VII of the By-Laws, the Board of Managers has the Right of First Refusal to exercise its option to purchase a unit on terms equal to that of a bona-fide purchaser.

In order for the Board of Managers to act on its Right of First Refusal, the following criteria must be met by the unit owner:

1. Please have your prospective purchaser fill out the enclosed Sales Application and return it to the Managing Agent.
2. In the event of a proposed sale, the seller/purchaser must submit the following:
 - ❖ **\$500.00 move-out fee payable to Rockledge Condominium;**
 - ❖ **\$500.00 move-in fee payable to Rockledge Condominium; and**
 - ❖ **\$325.00 non-refundable administrative fee for processing the Right of First Refusal made payable in the following manner:**
 - ❖ **\$150.00 to Rockledge Condominium**
 - ❖ **\$175.00 made payable to Stillman Management, Inc.**
3. A copy of the contract of sale must be sent to the Managing Agent.
4. In the preparation of the deed to be executed in favor of the purchaser, the following two clauses must be inserted:
 - A. Acceptance of this deed by the grantee shall constitute an assumption by the grantee of the provisions of the Declaration, By-Laws and Rules and Regulations of Rockledge Condominium, as the same may be amended from time to time.
 - B. The unit being conveyed herein is intended for residential use only.
5. Any and all common charges and/or assessments affecting the said unit which have accrued up to and including the month of closing must be paid prior to and the check must clear before the date set for the closing. If unpaid, this will constitute a lien against the unit.
6. The enclosed Power of Attorney Form is required to be filled in by the purchaser and sent with a signed copy of the unit deed to the Managing Agent.

Thank you for your cooperation.



Rita Pita
TRANSFER AGENT
rpita@stillmanmanagement.com

440 Mamaroneck Avenue
Harrison, NY 10528
T : 914.813.1962
F : 914.813.1919

www.stillmanmanagement.com

IMPORTANT NOTICE

TO ALL SELLERS

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

THIS MUST BE SIGNED AND RETURNED WITH SIGNED CONTRACTS.

DATED: _____ UNIT: _____

SELLER

PURCHASER

ROCKLEDGE CONDOMINIUM SALES APPLICATION

TO BE RETURNED TO:

**ROCKLEDGE CONDOMINIUM
C/O STILLMAN MANAGEMENT, INC.
440 MAMARONECK AVENUE SUITE S-512
HARRISON, NY 10528**

1. Unit # _____

2. Unit Owner(s): _____

3. ***Name, Address and Phone Number*** of Purchaser:

*PLEASE BE ADVISED THAT THE PURCHASER WILL BE CALLED IN DIRECTLY BY THE BOARD IN ORDER TO SET UP AN INTERVIEW BEFORE THE WAIVER IS ISSUED. PLEASE INCLUDE THE **BEST NUMBER** TO REACH YOU IN ORDER TO MAKE THIS PROCESS EASIER.*

4. Terms of the Transaction:

Closing Date: _____

Selling Price: _____

5. Number of Adults: _____

Children: _____ (Who will be occupying unit.)

6. Animals: Cats: Dogs: _____

Others: _____

I have read the above and represent that the information that has been provided by (me/us) is true and complete.

Signature of Prospective Purchaser Date

Signature of Prospective Purchaser Date

ROCKLEDGE CONDOMINIUM BRONXVILLE, NEW YORK 10708

I/We acknowledge receipt of a copy of the Rockledge Condominium Schedule A-Rules and Regulations and House Rules pertaining to the sale of the units, and agree to abide by these rules and regulations.

Date: _____ Unit _____

Address: _____

Signature – Prospective Purchaser

Signature – Prospective Purchaser

Date: _____

To the Board of Managers of Rockledge Condominium

Please add my name to the garage list so that I may get a garage when one becomes available.

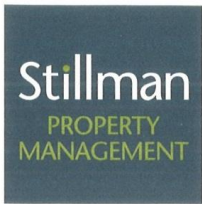
Name: _____

Unit Number: _____

Location: _____

Signature: _____

Date: _____



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



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

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

Seller's Attorney

Name: _____

Phone Number: _____

Fax Number: _____

Email: _____

Buyer's Attorney

Name: _____

Phone Number: _____

Fax Number: _____

Email: _____

RESIDENTIAL UNIT POWER OF ATTORNEY

PREMISES:

SECTION:

BLOCK:

LOT:

COUNTY:

RECORD AND RETURN TO:

**Stillman Management
440 Mamaroneck Avenue Suite S-512
Harrison, NY 10528
Attention: Rita Pita**

POWER OF ATTORNEY

The undersigned, _____ the owner of Apartment Unit No. _____ in the Buildings known as and by the name of Rockledge Condominium, Yonkers, New York, designated and described as Unit No. _____ in the Declaration establishing a plan for condominium ownership of said Buildings and the land on which they are built, dated November 17, 1978, recorded in the Office of the County Clerk, Division of Land Records, County of Westchester, on November 17, 1978, in Liber 7516, at page 536, and on the Floor Plans on file in said County Clerk's Office as Map Number 19761, do hereby nominate, constitute and appoint the Board of Managers of Rockledge Condominium, and their successors in office, jointly, true and lawful attorneys-in-fact for the undersigned, coupled with an interest with power of substitution, to acquire in their own name, as members of the Board of Managers, or in the name of their designee, corporate or otherwise, on behalf of all owners of units in said property, in accordance with their respective common interests, units in said property, in accordance with their respective common interests, any unit whose owner desires to abandon or sell the same, the undivided interest in the common elements appurtenant thereto, the interest of such unit owner in any other units theretofore acquired by the Board of Managers, or its designee, on behalf of all unit owners, or in the proceeds of sale or lease thereof, if any, and the interest of such unit owner in all other assets of the Condominium (hereinafter collectively called the "Appurtenant Interest") or any unit, together with Appurtenant Interests, which shall be the subject of a foreclosure or other judicial sale, or to lease any unit whose owner desires to rent the same, at such price or at such rental, as the case may be, and on such other terms and conditions as said attorneys-in-fact shall deem proper, and thereafter to convey, sell, lease, mortgage, vote the votes appurtenant thereto (other than for the election of members of the Board of Managers) or otherwise deal with any such unit so acquired by them, or to sublease any such unit so leased by them, on such terms and conditions as said attorneys-in-fact may determine, granting to said attorneys-in-fact the power to do all things in the said premises which the undersigned could do if the undersigned were personally present.

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

This power of attorney shall be irrevocable.

IN WITNESS WHEREOF, the undersigned has (have) executed this Power of Attorney this _____ day of _____, 19____.

STATE OF NEW YORK

SS:

COUNTY OF WESTCHESTER

On this day of , before me, the undersigned, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Signature and the office of
individual taking acknowledgment

APPLICATION FOR PROPOSED APARTMENT
ALTERATIONS/RENOVATIONS

In accordance with the By-Laws Article 5 Section 14. Additions, Alterations or Improvements by Unit Owners. No unit owner shall make any structural addition, alteration or improvement in or to his unit, without the prior written consent of the Board of Managers. This form must be submitted to obtain approval for all Alterations/Renovations, including electrical, carpentry and plumbing related work, with the exception of anything decorative/cosmetic, such as painting, hanging of pictures, wallpaper, carpeting, vinyl flooring/linoleum, etc.

Owner: _____ Unit #: _____

Type of Alteration/Renovation that you are requesting to be performed in your unit (please attach drawings or copy of plans)

Licensed Contractor performing work: (use back of page if more than one)

Name: _____
Address: _____
City/State/Zip: _____
Telephone: _____
Contact: _____

Please provide the following:

- (1) Contract (prices may be deleted or omitted)
- (2) Contractor's License(s)
- (3) Contractor's Certificate of Insurance for Liability Insurance naming Rockledge Condominium and Stillman Management Inc. as "additional insured".
- (4) Evidence of Workmen's Compensation & Disability Insurance.
- (5) Building Permit(s)
- (6) Minimum Damage/Security Deposit (\$500) (subject to paragraph 4 of procedures)

NOTE: IF ANY INFORMATION IS OMITTED, APPLICATION WILL BE RETURNED.

Please return to the Managing Agent.

To be completed by Board and/or Managing Agent:

Approved [] Denied []

Board Comments: _____

Engineer or other Professional Required Yes No

Board of Managers Date

ROCKLEDGE CONDOMINIUM

UNIT RENOVATION/ALTERATION PROCEDURES

Article 5, Sec. 14-15 of the By-laws prohibit alterations, structural addition or improvement to the unit without written consent of the Board of Managers. An alteration policy is given to you with this packet along with an alterations application.

The following procedures for the renovation or alteration of a unit must be complied with:

1. Any unit Owner who intends to make any renovation or alteration to a unit, including, but not limited to, carpentry, plumbing, electric, etc., shall notify the Managing Agent in writing for approval. Such written request shall be accompanied by:
 - a. Plans(s) and drawings of proposed work, drawn to scale, and if a building permit or other municipal permit is required a copy of such. Plans submitted to be prepared and certified by an Architect.
 - b. Copies of contracts with contractors and or subcontractors with addresses and phone numbers.
 - c. Certificates of Insurance from contractors and subcontractors:
 - i. naming Rockledge Condominium, the Board of Managers and the managing agent as additional insured.
 - ii. Must indicate a minimum of nine million dollars (\$1,000,000) in general liability, proof of workers compensation and disability policies;
 - d. Completion of Renovation & Alteration Application (see attached form);
 - e. Building Permit(s) and all other municipal approvals – if required by law;
 - f. A check made payable to Rockledge Condominium in the amount of \$500 as minimum Damage Security Deposit; (also see no. 4 below)
 - g. Construction Schedules; and,
 - h. Contractor License(s).
2. Written consent from the Board must be obtained prior to the commencement of any work, and if not received within 30 days after application, then it shall be considered denied pursuant to section 14 of the by-laws.

3. The Unit Owner shall be solely responsible for the costs of any engineer(s) or other professional for the costs of any engineer(s) or other professional employed by the Board of Managers to review application and or plans in connection with any proposed renovation or alteration, and such person's opinion regarding the necessity of a building permit shall be binding.
4. The Board, in its discretion from time to time, may require a greater damage security deposit than \$500, depending upon the extent of the renovation or alteration.
5. Any renovations and/or alterations resulting in damage to an adjoining apartment or common area shall be presumed the responsibility of the Unit Owner conducting the work.
6. Any damage, which is a result of Unit Owner's work, must be repaired to the satisfaction of the Board within 5 days of receipt of written notice of such damage. If the Unit Owner fails to repair such damage within this period of time the Board may make arrangements to have such damages repaired. The costs of such repairs will be deducted from the Damage Security Deposit and any balance remaining will be charged to the Unit Owner's common charges statement and be considered lien against the unit.
7. The hours of work are limited to 8:30 a.m. to 5:00 p.m., Monday through Friday. No work may be performed on Saturday, Sunday, Holidays.
8. The Unit Owner shall be solely responsible for the prompt removal of any rubbish caused by such renovation or alteration.
9. Alterations performed without Board approval will be subject to a monetary penalty, plus any additional cost incurred through enforcement, to be paid by the unit owner and considered common charges, without limitations, including legal fees.
10. Notification of neighbors.

WINDOW REPLACEMENT

RECOMMENDATION

The Board strongly recommends putting new windows in your apartment, if they have not already been replaced. Some years ago, the then sitting Board decided new windows should be the responsibility of each owner. This decision was made to avoid an assessment. Because of this there will be no general assessment for windows and it is the responsibility of each owner to make the change at their expense.

When you decide to go ahead with the recommended change, please contact the Board for confirmation on the allowed window and the recommended suppliers.

**MINOR DECORATIVE
AND
COSMETIC WORK**

Minor decorative and cosmetic work includes painting, hanging of pictures and wallpaper, and the laying of carpet. Although Unit owners who wish to have minor decorative and cosmetic work performed do not have to satisfy the more stringent requirements associated with renovations and alterations, they still have to comply with the House Rules. Additionally, the hours of such work are limited to 8:30 a.m. to 5:00 p.m., Monday through Friday. Moreover, the Unit Owner shall be responsible for the prompt removal of any rubbish associated with such minor decorative and cosmetic work.

ROCKLEDGE CONDOMINIUM

RULES

AND

REGULATIONS

- (1) **RULES, REGULATIONS, PROCEDURES.** Any consent or approval given under these rules and regulations may be added to, amended, or repealed at any time by resolution of the Board of Managers. In addition, the Board may promulgate such practices, procedures or informational advisories as it may deem necessary to the proper functioning of the Condominium, in furtherance of these by-laws, rules and regulations; and such additional items shall be passed on to new or prospective owners or renters in addition to a copy of these by-laws.
- (2) **WAIVER.** An intentional or unintentional waiver of any one or more of the by-laws, rules or regulations hereunder shall not be deemed a waiver of enforcement of said by-laws, rules or regulations against future violations by the same or any other party, and no estoppel shall arise against the Board of Managers.
- (3) **FINES.** The Board of Managers may impose fines against any unit owner in an amount deemed appropriate by the Board for each violation of the by-Laws, rules or regulations herein, which fine may be in addition to any other relief to which the Board of Managers or the Condominium may be entitled by reason of such violation, including seeking relief from the Court to enjoin, abate or remedy such violation in the event that the fine which is imposed shall not be considered an adequate remedy. Each day any such violation persists may be considered a separate violation. Such fine shall be considered an assessment against the unit of such unit owner and may be collected in the same manner as common charges. The unit owner shall also be obligated to pay the reasonable attorney's fees, costs and disbursements incurred by the Board of Managers in any proceeding brought to collect such fines or to enjoin, abate or remedy such violation.
- (4) **COMMON CHARGES.** Common charges shall be due and payable on the first day of each month. Any common charge received by the Managing Agent after the 10th day of any month shall incur a \$50.00 late fee effective January 1, 2003.
- (5) **MOVE-IN DEPOSIT.** At such time as unit owner requests authorization to move into a unit, a \$500.00 move-in deposit by check payable to Rockledge Condominium shall be sent to the managing agent. The move-in deposit shall be used to pay for any damages sustained to the common elements of the Condominium resulting from the move. The Condominium will refund the move-in deposit, or any balance thereof, to the owner following an inspection by the Condominium's representative. The amount of this deposit shall not limit the amount, which the Condominium may recover by reason of damage to the common elements of the Condominium by reason of the move.

- (6) **MOVE-OUT DEPOSIT FOR DAMAGES.** At such time as the unit owner or his lessee vacates his unit, a move-out deposit of \$500.00, by certified or bank check, payable to "Rockledge Condominium", shall be sent to the Managing Agent two weeks prior to the scheduled move-out. The move-out deposit shall be used to pay for any damages sustained to the common elements of the Condominium resulting from the move. The Condominium will refund the move-out deposit, or any balance thereof, to the owner or lessee following an inspection by the Condominium's representative. The amount of this deposit shall not limit the amount, which the Condominium may recover by reason of damage to the common elements of the Condominium by reason of the move.
- (7) **AUTHORIZED MOVE IN/OUT TIMES.** Moves may only be conducted Monday through Saturday, between the hours of 8:00 A.M. and 5:00 P.M. Under no circumstances may a move occur on Sundays or Holidays.
- (8) **UNIT RENTALS.** If a unit owner intends to rent his or her unit, a waiver of the right of first refusal for each separate rental shall be obtained from the Board of Managers before said unit may be rented. A non-refundable administrative fee, payable for each separate rental shall be required from the owner. **For any unit purchased after January 27, 1989, owner must reside in said unit for a minimum of two years before being permitted to rent such unit and such rental shall be for a period of one year only. After any such rental, the unit owner must again reside in said unit for at least two years before it may be rented again. No rental shall exceed one year in length.**
- (9) **INSURANCE.** Nothing shall be done or kept in it any unit or the common elements which may cause an increase in the rate of the Condominium's insurance on any of the buildings, or on the contents thereof, or on any of the other common property insured by the Condominium, without the prior written consent of the Board of Managers. No unit owner shall permit anything to be done or kept in his or her unit or in the common elements which may result in the cancellation of the Condominium's insurance on any of the buildings, or on the contents thereof, or on any of the other common property insured by the Condominium, or which would be in violation of any law.
- (10) **FIRE PROTECTION; SMOKE ALARMS.** No unit owner or lessee shall bring, or cause to be brought, into his or her unit any flammable, combustible, or explosive fluid, materials, chemicals or other substances, including but not limited to gasoline, kerosene, explosives, etc., other than ordinary household items. Unit owners shall install and maintain in good working order, no fewer than one (1) each of the following fire safety devices in their unit: smoke detector; carbon monoxide (CO) detector; and a dry chemical fire extinguisher of approximately 2-1/2 pounds, labeled for use on A, B and C type fires. All indoor common elements are equipped with smoke detectors, and no owner, lessee, or any person working for or visiting such person shall in any way tamper with such detectors.

- (11) **SECURITY SERVICE.** The Condominium shall not provide security services and neither it, the Board of Managers, nor the Managing Agent shall assume any responsibility for security; nor any liability for any losses incurred, including problems relating to security matters, which are to be reported by the resident to the Yonkers Police Department.
- (12) **COMPLIANCE; SERVICE REQUESTS.** Complaints or requests for service in the buildings shall be made in writing to the Board of Managers, the Managing Agent, or the superintendent, in such form or manner s the Board shall prescribe; except that, in an emergency, any complaint or request for service may be made by calling such telephone or beeper numbers which shall be distributed to all owners and renters by the Board.
- (13) **USE OF EMPLOYEES RESTRICTED.** No occupant of any unit shall send or employ any employees of the Condominium, Board of Managers, or Managing Agent on private business, within or without the premises, during the regular working day. An owner or other occupant may contract with any such employee for private work on an individual basis, such work to be performed only outside of regular working hours.
- (14) **PERMITTED WORK HOURS.** Contractors or workman, other than those authorized or employed by the Condominium or its agents, shall be permitted to perform their work in any unit between the hours 8:00 a.m. and 5:00 p.m. only, Monday through Saturday, except in cases of emergency, when these restrictions shall not apply. No such work shall be permitted on Sundays or legal holidays except in cases of emergency.
- (15) **KEYS**
- a. The Managing Agent, or his designated agent, shall be given, and retain, a passkey to each unit, for access in emergencies. No unit owner shall alter any lock or install a new lock on any door leading into his or her unit without the written consent of the Board of Managers. In the event such consent is given, the Managing Agent or his designated agent shall be provided with a key to said lock.
 - b. Any key provided by a unit owner, lessee, or agent or family member thereof, to the Managing Agent or his designated agent, whether such key or keys be for such person's unit, automobile, or any other item of real or personal property, shall be so provided at the sole risk of the owner, lessee, agent or family member; and neither the Board, Managing Agent nor any designated agent thereof shall be liable for any loss, injury, or damage whatsoever, which may result directly or indirectly there from.
- (16) **SOLICITATION.** No solicitation by residents or non-residents shall be permitted without prior written consent of the Board of Managers.

- (17) **PROHIBITED ENTRY.** Unit owners, their lessees, guests, employees, visitors or agents shall not, at any time, or for any reason whatsoever, enter upon or attempt to enter upon the attic, crawl spaces, or roof of any building.
- (18) **ACCESS FOR PEST CONTROL.** Any agent, employee or contractor working for or authorized by the Board of Managers or Managing Agent may enter any room or unit in any building at any reasonable hour of the day for the purpose of inspecting such room or unit for the presence of 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.
- (19) **NOISE.** No resident shall make or permit any disturbing noises in his or her unit or building, which noise may interfere with the reasonable rights, comforts or conveniences of other residents.
- (20) **CARPETING.** Carpets or carpeting with padding of suitable thickness shall be installed in every room of each unit, excepting the kitchen and bathrooms and such carpets or carpeting shall cover all affected floors to within seven inches for each wall.
- (21) **UNIT CLEANLINESS.** Each unit resident shall keep his or her unit in a good state of preservation and cleanliness. No dirt, debris or other such substances shall be swept or thrown from within such unit onto the common elements nor shall any article of any kind be hung or exposed from any unit or on any part of the common elements, nor shall any rug, mop, broom or other such item be hung or shaken from or on any window, door, balcony or patio. The common elements shall be kept free and clear of rubbish, debris, and other such materials. No harsh or unpleasant odors shall be permitted to emanate from any unit, which may interfere with the reasonable rights, comforts, or conveniences of other residents.
- (22) **EXHAUST FANS.** Stove and ceiling exhaust fans shall be cleaned regularly.
- (23) **GARBAGE DISPOSAL.** All garbage shall be placed outside each unit's door not earlier than 6:00 a.m. for collection by the porters by 8:00 a.m. Garbage may not be left in the halls at any other time. Any resident wishing to dispose of any garbage outside of normal collection hours shall take such garbage to the designated collection area in his or her building. All garbage shall be separated according to Yonkers city recycling regulations. Garbage shall be properly bagged, wrapped, and sealed so as not to constitute a health or safety hazard, be unsightly or odorous or otherwise be offensive or a nuisance. Broken glass etc should be placed in a separate bank and a note warning staff should be attached.

- (24) **SINK GARBAGE DISPOSALS.** Sink garbage disposals shall not be permitted in any unit.
- (25) **ANIMALS.** The following rules and regulations regarding animals kept in any unit shall apply.
- a. No animals of any kind shall be raised, bred, or kept in any unit, or in the common elements of the condominium, for any purpose. Only such animals enumerated in paragraph (e) hereunder, and kept solely as pets, shall be permitted.
 - b. No animal of any kind, which possesses a danger to the health or safety of any person, shall be kept in any unit, or in the common elements. No condition arising from the keeping of any animal or animals, which condition shall pose a danger to the health, safety or peaceful enjoyment of the Condominium by any resident, shall be permitted. No animal causing or crating a nuisance or unreasonable noise or disturbance shall be permitted. Any animal posing, causing, or creating a nuisance or unreasonable noise or disturbance shall not be permitted. Any animal posing, causing, or creating any such condition shall be permanently removed from the property upon seven days' written notice from the Board of Mangers or Managing Agent.
 - c. No animal shall be permitted in any portion of the common elements unless carried, or on a leash, and no animal shall in any circumstances be permitted on or in any grass or garden plots within the property.
 - d. No animal of any kind, which exceeds thirty-five pounds in weight when fully grown, may be kept in any unit or in the common elements.
 - e. Only such animals commonly kept as pets shall be permitted to be kept on the property: i.e. dogs, cats, fish, or birds. No other animal of any kind shall be permitted to reside on the property.
 - f. **Except as provided in subsection (g), no person shall be permitted to keep more than one dog; or two cats; or one dog and two cats, in his or her unit at any time. No person shall keep more than one aquarium for fish, or one cage for a bird or birds, in his or her unit at any time.**
 - g. Any resident keeping any permitted animals in excess of the number provided for in subsection (1) as of November 15, 2000, but conforming to prior restrictions on animals, shall be permitted to keep such pets, but such person shall comply with the restrictions set forth in subsection (1) after one or more of such pets dies or is removed from their property, provided said person is the owner of the unit in which he or she resides. No renter shall

be permitted to keep any animal, except if such renter shall already have kept an animal on or before November 15, 2000; but said renter shall not be permitted to replace any animal after it dies or is removed from the property.

- h. Any resident found in violation of any of the provisions of this section, or of any prior provisions relating to animals, when said provisions still govern such person's keeping of animals, shall, upon written request by the Board or Managing Agent, immediately remove any excess or unauthorized animals, or otherwise cure such violation, as demanded, subject to fine for any and all such violations.

- (26) **WINDOW GUARDS.** The unit owner shall keep window guards on all windows in any unit wherein a child or children aged 10 and under reside, and such installation shall be made irrespective of whether the owner resides in or leases such unit. Window guards shall be installed in such manner, and meet such standards, as may be set forth by the City of Yonkers.
- (27) **PROTRUSIONS FROM UNITS.** No radio, television or other antenna, aerial or other such device shall be attached to or hung from the exterior of any building. No sign, notice or advertisement of any kind shall be inscribed or exposed on or at any window or other part of any building, except such as shall have been approved in writing by the Board of Managers or Managing Agent; nor shall any object of any kind be projected from any window, door or building without first obtaining such written consent.
- (28) **AIR CONDITIONERS.** Each unit owner shall keep such device, which protrudes from the window of said unit in good appearance and mechanical repair. No unit owner shall permit any such device to leak condensation, or to make any noise, which may unreasonably disturb or interfere with the rights, comforts, or conveniences of any other resident of any building. If any such device shall become rusty or discolored, the unit owner shall have it painted in a good and workmanlike manner in the standard color selected by the Board of Managers for such devices or replace the unit. If the unit owner shall fail to keep such device in good order and repair, and properly painted, the Board of Managers or Managing Agent may, at their discretion, remove such device from the window, charging the cost of removal to the unit owner, and the device shall not be replaced until it has been put in proper condition, or replaced, and then only with the further written consent of the Board of Managers. Unit owners shall attach to any air conditioner device a length of clear plastic hose to direct condensation drippings away from any lower units or building extensions located beneath the unit in which such device is installed.
- (29) **WINDOW COVERINGS.** Window coverings shall appear white or neutral from the outside.

- (30) **PAINTING.** No unit owner or resident shall paint, or cause to be painted, the exterior surface of the door, which opens from a unit into the common hallway of any building. The painting of exterior doors opening from a unit onto a private patio, terrace or balcony is the responsibility of the unit owner, and such doors shall be painted white only. Unit owners shall at all times be responsible for the painting of the interior surfaces of their unit, including such painting as may be required following repairs made to the unit, (even/except) when such repairs were made by or were the responsibility of the Condominium.
- (31) **AWNINGS.** No balcony, terrace or patio shall be enclosed, decorated or covered by any awning or other material without the prior written consent of the Board of Managers, and in accordance with the following criteria:
- a) Top floor units: Dark green canvas or canvas-type material only. The frame shall be galvanized permanent structure, and the awning or covering shall fully retract in fall and winter.
 - b) Middle and lower floor units: a green windbreak may be installed behind the railings. No other color or type of installation shall be permitted.
 - c) **Nothing shall be hung from the railings.**
- (32) **MAINTENANCE OF COMMON ELEMENTS.** Only persons authorized or employed by the Board of Managers or Managing Agent shall perform work in or around any of the common elements, including but not limited to repairs, maintenance, painting, etc.
- (33) **LANDSCAPING.** All unit owners or residents with patios shall maintain the grass and general patio area within their patio borders. All residential plantings shall be kept out below the level of the adjacent bushes and fences on the common elements. On no account shall any resident plant, remove, water or otherwise perform any landscaping or gardening functions on any part or upon any planting within any other of the common elements.
- (34) **OUTDOOR COOKING.** Outdoor cooking or barbecuing shall only be permitted 11:00 AM to 9:00 PM at such times, and in such places, as the Board of Managers shall, at their sole discretion, designate. Outdoor cooking shall be conducted only by unit owners, who shall assume all risk and liability arising there from. All owners must provide their own outdoor cooking facilities or devices and shall be solely responsible for their upkeep and safe operation. Owners wishing to install and operate such equipment shall obtain written permission from the Board of Managers, and shall sign, and agree to the terms of such forms as the Board may provide, which forms shall state that the Condominium, its officers and managers shall be held harmless for any acts or consequences pertaining to such outdoor cooking equipment or its use,

including but not limited to vandalism, fire, theft, injury, or any other act or occurrence, the liability for which shall rest solely and exclusively with the unit owner to whom said equipment belongs. **Outdoor cooking or barbecuing on patios, terraces, or balconies is strictly prohibited.**

- (35) **STORAGE AREAS** Storage areas are owned by the Condominium as part of the common elements and shall not be specifically assigned to, be conveyed, or constitute a part of any one Condominium unit. The Board of Managers shall assign storage areas to each resident. Fire regulations prohibit the storage of any paint, varnish, gasoline or other flammable or explosive item or substance, including but not limited to mattresses and wooden or upholstered furniture, in the storage areas. Permitted articles shall be stored only in locked metal cabinets or similar fireproof containers. All storage shall comply with such regulations as may be set forth by the Yonkers Fire Department, and such storage shall be at the sole risk and liability of the owner or resident storing any articles, not responsible for any theft.
- (36) **LAUNDRY.** No clothes washers or dryers of any kind are permitted in any unit. Laundry rooms with coin-operated washers and dryers are located in each building, said machines owned and operated by a concessionaire who is responsible for their maintenance. Residents must report any problems with the laundry equipment to the concessionaire, who is solely responsible for any losses or repairs. Laundry rooms and equipment shall be used only between the hours of 7: 00 a.m. and 10:00 p.m. or at such other times as the Board may, by resolution, adopt.
- (37) **METERED WATER.** As water at Rockledge Condominium is metered, residents shall be required to promptly affect repairs to leaks, to not allow water to run when not in use and to install water savers on showerheads.
- (38) **ELECTRICAL EQUIPMENT IN UNITS.** All radio, television, computer or other electrical equipment of any kind installed in any unit shall fully comply with all rules, regulations, requirements or recommendations of the New York State Board of Fire Underwriters and all other public authorities having jurisdiction. The unit owner shall be liable for any damage or injury caused by any such equipment not installed in accordance with such dicta.
- (39) **GARAGE SALES.** Any “garage-type” sale is prohibited on condominium property, and none of the common elements shall be used for any such purpose, or to advertise such sale.
- (40) **USAGE OF COMMON ELEMENTS.** No property, object or area belonging to the Condominium and designated a part of the common elements shall be used for any purpose other than that for which it is normally intended, unless permission shall be given in writing by the Board of Managers for a different use.

- (41) **PARKING SPACES.** Parking spaces are owned by the Condominium as part of the common elements and are not specifically assigned to, nor constitute a part of any one Condominium unit. The purchase or rental of a unit includes the right to the use of one outdoor parking space, which space shall be assigned by the Board of Managers. Outdoor parking is limited to vehicles with automobile or combination license plates or motorcycles. Other vehicles, including but not limited to commercial vehicles, trailers, and boats, shall not be permitted to park in any parking space and shall be subject to being towed away at the owner's expense.
- (42) **IMPROPER PARKING.** No vehicle belonging to a unit owner or resident or to his or her agent, guest or other such person, shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from any lot or building by any person or vehicle; nor shall any such vehicle be parked in any space not assigned to such resident. No vehicle shall at any time park in a no-parking or other prohibited one, nor in any area other than an assigned parking space. Any violation of this section shall be cause to have such vehicle towed away at its owner's risk and expense. Unit owners shall under no circumstances call any tow service to have a vehicle removed from a parking space or no parking zone; they are required instead to call the Management company, which shall make all arrangements to have such vehicle towed.
- (43) **GARAGE PARKING.** Garage spaces are owned by the Condominium as part of the common elements and are not assigned to, not constitute a part of, any Condominium unit. A unit owner desiring a garage shall fill out and submit to the Board of Managers a garage request form, and such owner shall then be placed on the garage rental waiting list. Garage rentals shall be payable on a monthly basis and shall be billed as a separate item with the unit owner's common charges. Any garage rent in arrears in excess of sixty days shall cause the garage rental to be terminated, and such termination shall not absolve the former renter from payment of such arrears. Any person whose garage rental is thus terminated shall only become eligible for a garage space after paying all arrears in full, submitting a new garage rental request form and following all normal procedures described herein: and such person's name shall be placed last on the garage rental waiting list.

No garage shall be sublet by its renter to any other person or entity. Subletting a garage to another party shall be grounds for the immediate revocation of the garage rental by the Condominium. Because of the limited number of garages available, only unit owners, and not unit renters, shall be eligible for garage rentals. Only unit owners actually residing in their units shall be eligible to rent a garage. Any unit owner who ceases to reside in the Condominium and has been renting a garage shall forfeit any right to such rental; said rental shall terminate immediately upon such owner's ceasing to reside in his or her unit and such owner will have to apply for garage parking upon said owner resuming to reside in his or her unit.

- (44) **GARAGES.** Garages shall be used solely for the housing of the unit owner's vehicle. No businesses shall be operated out of any garage. Under no circumstances shall any person store gasoline, kerosene, paint, or any other combustible or explosive substance in a garage. The storage of any items in a garage, including the unit owner's vehicle, shall be at the sole risk of the owner, who shall assume complete liability for any and all damages, theft, or other loss arising from the use of said garage.
- (45) **WASHING OF CARS.** The washing of cars shall take place only in such areas, and in such manner, as shall be permitted by the Board of Managers.
- (46) **VEHICLE REPAIRS.** Only emergency type motor repairs may be performed on Condominium property. Emergency repairs are defined as changing of flat tires, replacement of battery.

MOVE IN PROCEDURES

After board approval and closing, please contact:

Victoria Khan at vkhan@stillmanmanagement.com 914-813-1925

Please provide the following:

Mover's Certificate of Insurance for Liability Insurance naming Rockledge Condominium and Stillman Management Inc. as "additional insured".

Your move in deposit will be kept on file and after your move, you can request your deposit to the property manager.

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

Lead Warning Statement

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

Seller's Disclosure

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

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

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

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

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

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

Purchaser's Acknowledgment (initial)

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

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

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

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

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

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 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.

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



FACT SHEET

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

SUMMARY

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

LEAD-BASED PAINT IN HOUSING

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

EFFECTS OF LEAD POISONING

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

BACKGROUND

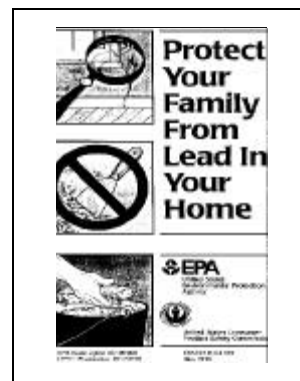
To protect families from exposure to lead from paint, dust, and soil, Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992, also

known as Title X. Section 1018 of this law directed HUD and EPA to require the disclosure of known information on lead-based paint and lead-based paint hazards before the sale or lease of most housing built before 1978.

WHAT IS REQUIRED

Before ratification of a contract for housing sale or lease:

- Sellers and landlords must disclose known lead-based paint and lead-based paint hazards and provide available reports to buyers or renters.
- Sellers and landlords must give buyers and renters the pamphlet, developed by EPA, HUD, and the Consumer Product Safety Commission (CPSC), titled *Protect Your Family from Lead in Your Home*.
- Home buyers will get a 10-day period to conduct a lead-based paint inspection or risk assessment at their own expense. The rule gives the two parties flexibility to negotiate key terms of the evaluation.
- Sales contracts and leasing agreements must include certain notification and disclosure language.
- Sellers, lessors, and real estate agents share responsibility for ensuring compliance.



WHAT IS NOT REQUIRED

- This rule does not require any testing or removal of lead-based paint by sellers or landlords.
- This rule does not invalidate leasing and sales contracts.

TYPE OF HOUSING COVERED

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

TYPE OF HOUSING NOT COVERED

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

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

- Foreclosure sales.

EFFECTIVE DATES

- For owners of more than 4 dwelling units, the effective date is September 6, 1996.
- For owners of 4 or fewer dwelling units, the effective date is December 6, 1996.

THOSE AFFECTED

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

EFFECT ON STATES AND LOCAL GOVERNMENTS

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

FOR MORE INFORMATION

- For a copy of *Protect Your Family from Lead in Your Home* (in English or Spanish), the sample disclosure forms, or the rule, call the National Lead Information Clearinghouse (NLIC) at (800) 424-LEAD, or TDD (800) 526-5456 for the hearing impaired. You may also send your request by fax to (202) 659-1192 or by Internet E-mail to ehc@cais.com. Visit the NLIC on the Internet at <http://www.nsc.org/nsc/ehc/ehc.html>.
- Bulk copies of the pamphlet are available from the Government Printing Office (GPO) at (202) 512-1800. Refer to the complete title or GPO stock number 055-000-00507-9. The price is \$26.00 for a pack of 50 copies. Alternatively, persons may reproduce the pamphlet, for use or distribution, if the text and graphics are reproduced in full. Camera-ready copies of the pamphlet are available from the National Lead Information Clearinghouse.
- For specific questions about lead-based paint and lead-based paint hazards, call the National Lead Information Clearinghouse at (800) 424-LEAD, or TDD (800) 526-5456 for the hearing impaired.
- The EPA pamphlet and rule are available electronically and may be accessed through the Internet.

Electronic Access:

Gopher: gopher.epa.gov:70/11/Offices/PestPreventToxic/Toxic/lead_pm

WWW: <http://www.epa.gov/opptintr/lead/index.html>
<http://www.hud.gov>

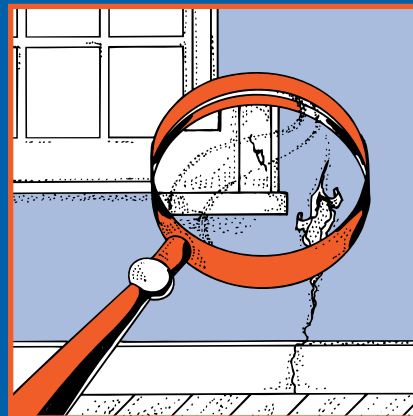
Dial up: (919) 558-0335

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

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.



Protect Your Family From Lead In Your Home



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development



Recycled/Recyclable

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

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.

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

This document is in the public domain. It may be reproduced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

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

EPA747-K-99-001
June 2003

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

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:

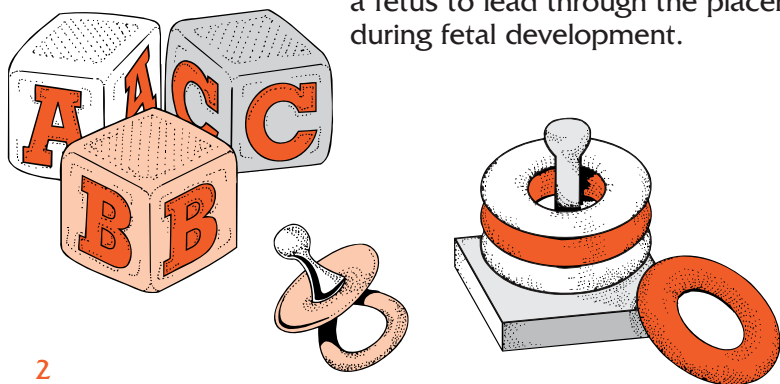
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

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:

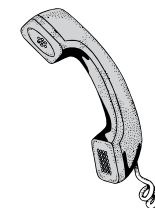
- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



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

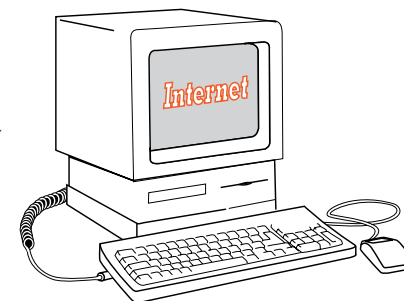
Call **1-800-426-4791** for information about lead in drinking water.

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**.

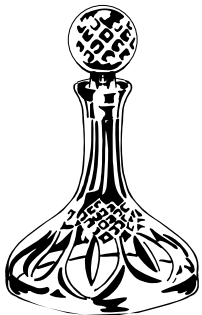
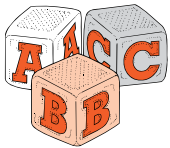


For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

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.

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:

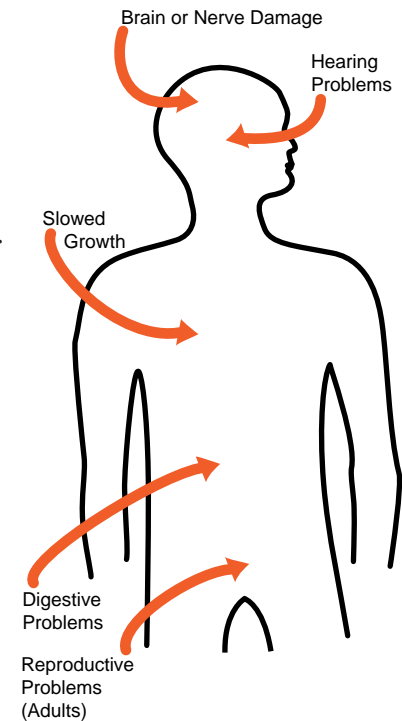
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

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.

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.



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.

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.

