

Village Gardens Tenants Corp.

304 Fenimore Rd.
Mamaroneck NY 10543
Tel. (914)698-4100 Fax (914)381-6795

Purchase Application

Please submit an original copy and an electronic copy to the email jcedeno@benchmarkmgt.com of the following information to be distributed to the board members.

1. Copy of a Completed Application.
2. One executed copy of the contract of sale.
3. Two years tax returns including W2's.
4. A letter of commitment from the bank financing your purchase.
5. Completed Authorization for Credit and Background check for Purchaser(s).
6. Signed Acknowledgement of House Rules and By-Laws.
7. Non-refundable application fee of **\$250.00 payable to Benchmark LM Management Services LLC.**
8. Credit and Background Check Authorization form. (**\$100.00 fee per applicant made payable to Benchmark LM Management Services LLC**)

NOTE: Interviews for prospective purchasers will not be scheduled until a fully completed application along with all documentation has been received and reviewed by the Board of Directors and or interview committee. **All family members who will reside in the apartment must attend the interview.**

Please only complete the places that pertain to you

THERE IS NO SUBLETTING ALLOWED ON THIS
PROPERTY

Must be signed by Shareholder and Applicant:

Date: _____ Requested move-in date: _____
Proposed Closing Date: _____ Number of shares: _____
Building Name: _____ Apt. #: _____

Submit To:

Managing Agent:
Benchmark LM Management Services LLC
951 E Boston Post Road, PO Box 400
Mamaroneck, NY 10543
Tel. (914) 698-4100 Fax (914)381-6795
Attn: Cordelia Anderson
Canderson@benchmarkmgt.com

Seller(s)

Name(s) _____
Current Address: _____
Phone: _____
Seller's broker: _____
Phone: _____
Fax: _____

Applicant(s)

Applicant: _____ Co Applicant _____
SS#: _____ SS#: _____
Home #: _____ Home #: _____
Business #: _____ Business #: _____
E-Mail: _____ E-Mail: _____
Applicant's Attorney: _____ Phone #: _____ Fax #: _____
Applicant's Broker: _____ Phone #: _____ Fax #: _____

Housing History

Current Address: _____

Length of time at present address _____ Do you rent _____ Own _____

If less than two (2) years, then list previous address:

Monthly Rent/Mortgage and Maintenance at Current Address \$ _____

Current Landlord: _____ Phone # _____

Dates of Occupancy: _____

Applicant(s) Personal Information

Applicant _____

Co-Applicant _____

Complete current address for both applicant(s) if applicable:

Date of Residency: _____ to _____

Date of Residency: _____ to _____

U.S. Citizenship: Yes _____ No _____

Yes _____ No _____

Current Employer:

Nature of Business: _____

Employer's Address and Contact Number:

Employment Status:

FT _____ PT _____

FT _____ PT _____

Title or Position: _____

Are you self-employed? Yes ___ No ___

Yes ___ No ___

Date of Employment _____ to _____

_____ to _____

Estimated Income this year \$ _____

\$ _____

Actual Income last year \$ _____

\$ _____

****If employed less than two (2) year's list****

Previous Employer

Address: _____

Title or Position: _____

Date of employment _____ to _____

_____ to _____

Educational Background: _____

Schools Attended: _____

Degree completed if applicable:

Number of Dependent Children: _____

Other Dependents:

List of all persons, other than the applicants, who will reside in the apartment:

Name	Relationship	Age
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____

Will this apartment be your primary residence? Yes ___ No ___

If No, Who will reside in the apartment? _____

*****THESE QUESTIONS APPLY TO ALL PURCHASER(S) IF A YES ANSWER IS GIVEN TO A QUESTION IN THIS AREA EXPLAIN ON AN ATTACHED SHEET*****

	<u>Applicant</u>	<u>Co-Applicant</u>
	YES OR NO	YES OR NO
Have you any outstanding judgments?	_____	_____
In the last 7 years, have you been declared bankrupt?	_____	_____
Have you had property foreclosed upon or given title or deed in lieu thereof ?	_____	_____
Are you a co-maker or endorser on a note?	_____	_____
Are you a party in a lawsuit?	_____	_____

VERIFICATION OF INCOME: W-2 & CURRENT PAYSTUB REQUIRED

Other Sources of Income Please List:

- 1) Type: _____ Amount: _____
- 2) Type: _____ Amount: _____
- 3) Type: _____ Amount: _____

References:

Bank _____ Address _____

Bank _____ Address _____

Credit Card _____ Account # _____

It is agreed that this application is subject to acceptance or rejection at its discretion at any time by the Coop Corporation Board of Directors.

Applicants Signature

Co-Applicants Signature

Date

Date

Please write any additional information on the back. Please list any additional banking information or

Capital assets etc.

DETAILS OF PURCHASE

(Do not complete if a Re-finance)

- a) Purchase Price * \$ _____
- b) Total closing costs (est.) \$ _____
- c) Prepaid escrows (est.) \$ _____
- d) Total for (a. b. & c.) \$ _____
- e) Amount financing \$ _____
- f) Other financing \$ _____
- g) Other equity \$ _____
- h) Amount of cash deposit \$ _____
- i) Closing costs paid by seller \$ _____
- j) Cash required for closing (est.) \$ _____

***Estimated Closing date _____

If applicable, explain "other financing" or "other equity". Provide an addendum if more space is needed.

***Copy of Contract of Sale Agreement is to be submitted with application.**

Applicant
Yes or No

Co-Applicant
Yes or No

Are you obligated to pay alimony, child support or separate maintenance? _____

Is any part of the down-payment borrowed or a gift? _____

Note if any portion of the down payment, lease payment or security is a gift or is borrowed, please list amounts, sources, and repayment terms, if applicable

PURCHASERS REFERENCES:

3 Personal References

(No relatives)

Name: _____

Phone Number _____

Name: _____

Phone Number _____

Name: _____

Phone Number _____

3 Business References

(No relatives)

Name: _____

Phone Number _____

Name: _____

Phone Number _____

Name: _____

Phone Number _____

The applicant is advised that this application is subject to the approval of the Board of Directors without which the proposed sale may not be consummated. In this regard, the applicant is directed to the By-Laws and the provisions of the Proprietary Lease.

In no event will the Board of Directors or its agents be responsible for any liabilities or expenses incurred by any applicant whose application is disapproved. The Board of Directors and its agents assume no responsibility for expenses or liabilities resulting from any delay in its review.

All information furnished to the Board of Directors will be treated as confidential. All efforts will be made to respect the rights and privacy of applicants.

The undersigned authorizes the Board of Directors to contact any of the employers, banks, landlords, educational institutions, references, etc., described herein in order to elicit information bearing upon this application.

The undersigned agrees that he/she will not move his/her possessions into the apartment without expressed written permission of the Managing Agent and on an approved date as given by the Managing Agent.

THE UNDERSIGNED CERTIFIES THAT THE INFORMATION FURNISHED HEREIN IS TRUE AND COMPLETE AND DOES NOT OMIT ANY MATERIAL FACTS.

APPLICANT

CO-APPLICANT

VILLAGE GARDENS TENANTS CORP.

HOUSE RULES

- 1) The fire escapes (located on the terrace) shall not be obstructed in any way. Barbecue grills on the 2nd and 3rd floor terraces are prohibited by the Village of Mamaroneck Fire Department
- 2) No grills shall be used without prior consent of the lessor. Lessee must agree, in writing, to indemnify and hold the lessor harmless from any and all liability arising from the use of the barbecue grills or accidental damage due to storage of propane gas tanks.
- 3) Children shall not play in or on any of the public grounds including the parking lots. This includes but is not limited to ball playing and/or activities that include throwing or kicking any object on or at the property that may result in physical damage to the property.
- 4) All shared porch entrances must be kept clear of all objects that would hinder ingress or egress to or from any of the apartments involved.
- 5) No Lessee shall make or permit to be made any disturbing noises in the Buildings or do or permit anything to be done therein which will interfere with rights, comforts or conveniences of any other Lessee. No Lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph, radio, or television loud speaker in such Lessee's apartment between the hours of 10:00 PM and the following 8:00 AM if the same shall disturb or annoy other occupants of the Building. Construction or repair work or other installation involving noise shall be conducted in apartments between the hours of 8:30 AM and 5:00PM on weekdays only.
- 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 Lessor or the managing agent, nor shall anything be projected out of any window in the Buildings without similar approval. The apartment corporation shall not be held liable for any falling objects, authorized or unauthorized.
- 7) No sign, notice, or advertisement shall be inscribed or exposed on or at any window or other part of the Building, except such as shall have been approved in writing by the Lessor or the managing agent.
- 8) Refuse from the apartment shall be disposed of only at such times and in such manner as the superintendent or the managing agent for the Building may direct. Regular garbage must be bagged and placed in proper receptacles. All Lessees must fully comply with the recycling laws put forth by the State of New York and the Village of Mamaroneck. The proper receptacles will be available in the same area where the other garbage is deposited.
- 9) Toilets and other water apparatus in the Buildings shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the water closets. The cost of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Lessee in whose apartment it shall have been caused.

(1)

VILLAGE GARDENS TENANTS CORP.

HOUSE RULES (continued)

- 10) No Lessee shall send any employee of the Lessor on any private business of the Lessee.
- 11) Effective April 1, 2003, no pets are allowed at the Village Gardens. As of March 31, 2004, the grandfathering aspect of this rule will expire – all owners who presently have pets may not replace them should they die.
- 12) No radio or television aerial shall be attached to or hung from the exterior of the Building without the prior written approval of the Lessor or the managing agent.
- 13) No vehicle belonging to a Lessee or to a member of the family or guest, subtenant or employee of a Lessee shall be parked in such a manner as to impede or prevent ready access to any entrance of the Building by another vehicle. No vehicle shall park in areas designated as the Fire Zones as per Village of Mamaroneck fire ordinance.
- 14) Parking of commercial vehicles is prohibited.
- 15) The Lessee shall use the available laundry facilities only upon such days and during such hours as may be designated by the Lessor or the managing agent. The Lessee is not permitted to allow friends or any non-lessee to use the coop laundry facilities.
- 16) No clothes washers, dryers, garbage disposals or dishwashers are permitted in any apartment.
- 17) The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
- 18) Unless expressly authorized by the Board of Directors in each case, the floors of each apartment must be covered with rugs or carpeting or equally effective noise reducing material, to the extent of at least 80% of the floor area of each room excepting only kitchens, bathrooms, closets, and foyers.
- 19) No group tour or exhibition of any apartment or its content shall be conducted nor shall any auction or sale be held in any apartment without the consent of the Lessor or its managing agent. No “open house event” shall take place unless by a licensed realtor with permission of the Board of Directors.
- 20) The Lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee, during 10 days after notice in writing from the Lessor or the managing agent to clean the windows, such cleaning may be done by the Lessor, which shall have the right, by its officers or authorized agents to enter the apartment for this purpose and to charge the cost of such cleaning to the Lessee.
- 21) Complaints regarding the service of the Building shall be made in writing to the managing agent of the Lessor.

- 22) Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.

(2)

VILLAGE GARDENS TENANTS CORP.

HOUSE RULES (continued)

- 23) As of 4/1/03, all Shareholders at Village Gardens are required to secure and maintain an insurance policy of at least \$300,000.00 liability and contents coverage for all equipment, furniture and personal possessions.
- 24) The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate such vermin, insects or other pests. If the Lessor takes measures to control carpet beetles, the cost thereof shall be payable to the Lessee as additional rent (Maintenance).
- 25) Hosing down of vehicles and repair work to vehicles is prohibited in the parking lots.
- 26) The Lessor is not responsible for loss or destruction of any items placed in the storage facility. Items left thirty days after moving will be deemed abandoned and disposed of without liability to the corporation.
- 27) Each Lessee shall provide the superintendent with all outside keys (1 or 2) to the apartments.
- 28) Residents may park no more than one car per unit in the parking area. Spaces will be assigned to all shareholders.
- 29) Lessees with terraces shall be responsible for prompt removal of snow and ice from their terrace after every snow and ice storm. The Lessee shall be responsible for damages resulting from violation of this rule. In the event of such damage, lessee will be charged with the cost of repair and restoration.
- 30) Anyone in violation of these House Rules is subject to a reasonable fine no less than \$100.00 at the discretion of the Board of Directors. Repeat offenses by the same Shareholder or shareholders guests or occupants will be subject to higher fines based upon the Board's discretion of severity, not limited to \$500.00.
- 31) These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor.
- 32) Any violation of these House Rules shall be considered a violation of the Proprietary Lease.

Acknowledgement of House Rules

Please sign this acknowledgement

I, _____ hereby state that I have read and understood the house rules of the corporation, and hereby agree to abide by said house rules.

Accepted & Agreed:

Applicant Signature

Co-Applicant Signature

Date

Date

Criminal/Credit Report Authorization

“I HEREBY AUTHORIZE BENCHMARK LM MGT. SERVICES LLC TO OBTAIN A CONSUMER REPORT, AND ANY OTHER INFORMATION IT DEEMS NECESSARY, FOR THE PURPOSE OF EVALUATING MY APPLICATION. I UNDERSTAND THAT SUCH INFORMATION MAY INCLUDE, BUT IS NOT LIMITED TO, CREDIT HISTORY, CIVIL AND CRIMINAL INFORMATION, RECORDS OF ARREST, RENTAL HISTORY, EMPLOYMENT/SALARY DETAILS, VEHICLE RECORDS, LICENSING RECORDS AND/OR ANY OTHER NECESSARY INFORMATION. I HEREBY EXPRESSLY RELEASE BENCHMARK LM MGT. SERVICES LLC AND ANY OTHER PROCURER OR FURNISHER OF INFORMATION, FROM ANY LIABILITY WHAT-SO-EVER IN THE USE, PROCUREMENT, OR FURNISHING OF SUCH INFORMATION, AND UNDERSTAND THAT MY APPLICATION INFORMATION MAY BE PROVIDED TO VARIOUS LOCAL, STATE AND/OR FEDERAL GOVERNMENT AGENCIES, INCLUDING WITHOUT LIMITATION , VARIOUS LAW ENFORCEMENT AGENCIES.”

Please include a fee in the amount of **\$100.00** per applicant for a criminal/credit report to be submitted with application in addition to other required fees. Fees must be paid by **Check or Money Order** and made payable to **BENCHMARK LM MGT. SERVICES LLC.**

Applicant Signature: _____

Print Name: _____

Address: _____

Social Security #: _____

Date of Birth: _____ Annual Salary _____

Co- Applicant Signature: _____

Print Name: _____

Address: _____

Social Security #: _____

Date of Birth: _____ Annual Salary _____

