



Procedures and Requirements for the Sale of Cooperative Apartments

Dear Prospective Purchaser,

In response to your request for approval from the Board of Directors of 3616 Henry Hudson Parkway Owners Corp. for the proposed resale of a cooperative apartment, please be advised that the Board of Directors require applicants to provide certain personal and financial information for their consideration.

Enclosed please find a Purchase Application and a Financial Statement to be completed, signed and notarized by the prospective purchaser. These papers must be submitted to Stillman Management along with the following documents:

1. Two (2) bank reference letters;
2. Two (2) personal reference letters;
3. Two (2) business reference letters;
4. Reference Letter from present Landlord or Managing Agent;
5. Employment Verification Letter stating position, salary, and length of employment.
6. Copies of records, statements, or agreements to support your financial statement;
7. Copies of federal tax returns for the past two (2) years, including W-2 forms;
8. House Rules Acknowledgment letter (*enclosed*);
9. Meeting Minutes Acknowledgment Form (*enclosed*);
10. Emergency Contact form (*enclosed*);
11. A copy of the executed Contract of Sale;
12. If there is to be financing, a commitment letter and recognition agreement from the bank;
13. A copy of a homeowner's insurance policy to be transferred upon closing. If the applicant does not currently have a homeowner's policy, the applicant should include a signed statement to the Board indicating that upon approval and closing, homeowner's insurance will be obtained;
14. Completed Purchase Application- Part II (*enclosed*);
15. Move In/Out authorization form (*enclosed*);
16. Pet Rider (*enclosed*);
17. Special Requirement regarding Extermination (*enclosed*);
18. Window Guard form (*enclosed*);
19. Bedbug Disclosure form (*enclosed*).

Fees to be submitted with the application

Bank Certified checks or money orders for processing fee payable to: **Stillman Management Realty Corp.**, in the amount of **\$450.00** per person unless it is a married couple. Please note these fees are non refundable.

Bank Certified checks or money orders for move-in deposit payable to: **3616 Henry Hudson Parkway Owners Corp.** in the amount of **\$500.00**. This fee is refundable if the application is not approved.

Please note: Six (6) copies plus the original (7) of all papers are required by Stillman Management Realty Corp. for submission to the Board of the Directors. All papers must be collated into individual sets. NO DOUBLE SIDED COPIES.

Completed packages should be sent directly to the attention:
Sales and Leasing Department
Stillman Management
440 Mamaroneck Avenue, Suite S 512
Harrison, NY 10528

Upon submission, all applications packages become the property of the Co-operative. After a complete package is received and the appropriate references have been verified, it will be submitted to the Board of Directors for review. Please be advised that the resale process takes approximately four weeks once the Board receives the completed application. The Board will advise their decision following their next meeting.

Further, please be advised that we cannot process incomplete packages; any omission from the above list will constitute an incomplete package. To avoid a delay, please make sure that a complete package with all enclosures and copies is provided.

If you require any additional information or assistance, please contact the undersigned with a phone call to 914-813-1900. Thank you.

Very truly yours,

Stillman Management Realty Corp.

As agent for 3616 Henry Hudson Parkway Owners Corp.

Dawn Martin,
Transfer Agent

Page 3

INSTRUCTIONS

This form should be completed as follows: *Part I* by the prospective Seller (present tenant). If shares are presently owned by more than one person, *Part I* should be signed by each Seller.

Part II by the prospective Purchaser (applicant). A copy of the contract of sale is to be provided by the Purchaser.

All questions should be answered and the application returned to:

3616 Henry Hudson Parkway Owners Corp.
c/o Stillman Management
440 Mamaroneck Avenue- Suite S-512
Harrison, NY 10528

If the applicant presently resides at 3616 Henry Hudson Parkway and is a tenant-stockholder, the applicant may omit the answers to question 18-21 inclusive.

PART I

DATE: _____

TO:

I (We) hereby request the Board of Directors of Corp. to approve an assignment of the proprietary lease for Apartment No. _____ at 3616 Henry Hudson Parkway and the sale of _____ shares to the applicant named below in Part II. I (We) warrant that the purchase price stated in the contract of sale provided herewith is the total price being paid in connection with the sale of shares and/or the apartment, its fixtures, its improvements, and its contents.

Seller's Signature_____
Seller's Signature_____
Home Telephone Number

Note: The seller must sign this before submitting the application to the management. Otherwise the application will not be process.

PART II

1. Applicant's Name: _____
2. Date of Birth: _____
3. Social Security: _____
4. Home Address: _____

5. Applicant's Email & Number: _____
6. Name and Address of Employer (provide verification letter from employer):

7. Business Telephone Number: _____
8. Occupation: _____
9. Co-Applicant's Name: _____
10. Co-Applicant's Date of Birth: _____
11. Co-Applicant's Social Security: _____
12. Co-Applicant's Home Address: _____
13. Co-Applicant's Email & Number: _____
14. Name & Address of Co-Applicant's Employer (provide verification letter from employer):

15. Co-Applicant's Business Telephone Number: _____
16. Co-Applicant's Occupation: _____

Page 5**17. Estimated Annual Income from Occupation(s):**

Applicant: \$ _____

Co-Applicant: \$ _____

From all other sources: \$ _____

Total: \$ _____

18. Will you live in the apartment as your primary residence? _____

19. When will you move in? _____

20. Do you intend to use the apartment to any extent for professional or business purposes?

If so, state full details: _____

21. Applicant's family consists of: (If there are any children, give ages.)

22. Please list name, relationship and age of each person who will reside with you in the apartment:

<u>Name</u>	<u>Relationship</u>	<u>Age</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

23. Financial References:**List two references – provide documentation:**

1. Name: _____

Address: _____

2. Name: _____

Address: _____

Page 6**24. Present Landlord:**

Name: _____

Address: _____

Dates of Occupancy: From: _____ to _____

Rent: _____

25. Previous Landlord (if at present residence less than five years):

Name: _____

Address: _____

Dates of Occupancy: From: _____ to _____

Rent: _____

****Please have landlord reference letter included in package******26. Personal References:**

1. Name: _____

Address: _____

2. Name: _____

Address: _____

3. Name: _____

Address: _____

****Please have reference letters included in package******27. If you know any persons presently residing at 3616 Henry Hudson Parkway please list their names:** _____
_____**28. Schools and colleges attended by applicant, co-applicant and members of family. *List class and degree in each case:**

Page 7

29. Address of all additional residences owned or leased: _____

30. Are any pets to be maintained in the apartment? _____

If the answer is yes, indicate number and kind: _____

31. List exact name or names in which shares are to be owned and lease to apartment is to be issued: _____

32. Applicant's Attorney's Name: _____

33. Real Estate Agent's Name: _____

Address: _____

Telephone Number: _____

Email: _____

Real Estate Agent/Broker's Fee: _____

34. Do you intend to do any renovations or make any improvements in the apartment? If so please state general nature and approximate cost. _____

35. How do you intend to pay for the apartment?

36. If you intend to finance part of the purchase price with a loan, please state lender, amount of loan, and monthly payment. _____

37. Are you party to any litigation? If so, please state the circumstances.

Page 8

38. Are there any tax liens outstanding against you? If so, please state the circumstances.

39. Are there any other liens outstanding against you? If so, please state the circumstances.

40. Have you ever been turned down for a loan or a credit card? If so, please explain.

41. List total estimated monthly payments for apartment for first year (including maintenance, co-op loan, utilities) and total sources of estimated monthly income.

Estimated Monthly Payments:

Estimated Monthly Income:

42. Will you have homeowners insurance as of the date of the closing? _____

43. Please list amount of life insurance.

Applicant: _____ Co-Applicant: _____

44. Please list weekly benefit of disability insurance.

Applicant: _____ Co-Applicant: _____

Page 9

**BALANCE SHEET AT THE LAST DAY OF MONTH IMMEDIATELY PRECEEDING
DATE OF APPLICATION**

	<u>ASSETS</u>	
1. CASH		\$ _____
2. CHECKING ACCOUNTS		\$ _____
3. SAVINGS ACCOUNTS, MONEY FUNDS		\$ _____
4. TOTAL CASH, BANKS AND MONEY FUNDS		\$ _____
5. MARKETABLE SECURITIES (furnish cover sheet showing balance of most recent statement for any major account)		\$ _____
6. LIFE INSURANCE NET CASH (list below)		\$ _____
7. SUBTOTAL LIQUID ASSETS		\$ _____
8. NON-MARKETABLE SECURITIES (list below)		\$ _____
9. REAL ESTATE OWNED (list below)		\$ _____
10. VESTED INTEREST IN RETIREMENT FUND		\$ _____
11. NET WORK OF BUISNESS OWNED		\$ _____
12. AUTOMOBILES/PLEASURE BOATS (list below)		\$ _____
13. MARKET VALUE OF FURNITURE & PERSONAL PROPERTY		\$ _____
14. NOTES RECEIVABLE		\$ _____
15. OTHER ASSETS (explain below)		\$ _____
16. TOTAL ASSETS (explain below)		\$ _____

****Please number explanatory material to correspond to numbers on the
statement under the notes section****

**BALANCE SHEET AT THE LAST DAY OF MONTH IMMEDIATELY PRECEDING
DATE OF APPLICATION**

LIABILITIES

- | | |
|--|----------|
| 17. INSTALLMENT DEBT PAYABLE
(list below) | \$ _____ |
| 18. OTHER UNSECURED LOANS
(list below) | \$ _____ |
| 19. REAL ESTATE LOANS & MORTGAGES
(list below) | \$ _____ |
| 20. AUTOMOBILE /BOAT LOANS
(list below) | \$ _____ |
| 21. OTHER SECURED LOANS
(list below) | \$ _____ |
| 22. OTHER LIABILITIES
(explain below) | \$ _____ |
| 23. TOTAL LIABILITIES | \$ _____ |
| 24. NET WORTH (assets minus liabilities) | \$ _____ |

****NOTES****

**ESTIMATED BALANCE SHEET AT THE LAST DAY OF MONTH FOLLOWING
CLOSING ON APARTMENT**

	<u>ASSETS</u>	
1. CASH		\$ _____
2. CHECKING ACCOUNTS		\$ _____
3. SAVINGS ACCOUNTS, MONEY FUNDS		\$ _____
4. TOTAL CASH, BANKS AND MONEY FUNDS		\$ _____
5. MARKETABLE SECURITIES (furnish cover sheet showing balance of most recent statement for any major account)		\$ _____
6. LIFE INSURANCE NET CASH (list below)		\$ _____
7. SUBTOTAL LIQUID ASSETS		\$ _____
8. NON-MARKETABLE SECURITIES (list below)		\$ _____
9. REAL ESTATE OWNED (list below)		\$ _____
10. VESTED INTEREST IN RETIREMENT FUND		\$ _____
11. NET WORK OF BUSINESS OWNED		\$ _____
12. AUTOMOBILES/PLEASURE BOATS (list below)		\$ _____
13. MARKET VALUE OF FURNITURE & PERSONAL PROPERTY		\$ _____
14. NOTES RECEIVABLE		\$ _____
15. OTHER ASSETS (explain below)		\$ _____
16. TOTAL ASSETS (explain below)		\$ _____

****Please number explanatory material to correspond to numbers on the
statement under the notes section****

**ESTIMATED BALANCE SHEET AT THE LAST DAY OF MONTH FOLLOWING
CLOSING ON APARTMENT**

LIABILITIES

17. INSTALLMENT DEBT PAYABLE (list below)	\$ _____
18. OTHER UNSECURED LOANS (list below)	\$ _____
19. REAL ESTATE LOANS & MORTGAGES (list below)	\$ _____
20. AUTOMOBILE /BOAT LOANS (list below)	\$ _____
21. OTHER SECURED LOANS (list below)	\$ _____
22. OTHER LIABILITIES (explain below)	\$ _____
23. TOTAL LIABILITIES	\$ _____
24. NET WORTH (assets minus liabilities)	\$ _____

****NOTES****

Page 13

I (We) represent(s) that the above statements and accompanying exhibits are true and correct. Verification may be obtained from any source named in the statements.

The undersigned Applicant(s) understand(s) that the consent of 3616 Henry Hudson Parkway Owners Corp. is required for the proposed transfer of the proprietary lease and that the Board of Directors will rely on the information furnished above. It is also understood that the information requested is essential to the application because of the desire of the Cooperative to maintain a compatible group of residents in the building and to maintain the financial stability of the building. The Applicant(s) also agree to meet in person with representatives of the corporation. The Applicant(s) understand(s) that the cooperative corporation reserves the right to request further information.

3616 Henry Hudson Parkway Owners Corp. its officers, agents and representatives, Board of Directors, and shareholders, shall have no liability with respect to any matter or concerning any act of the proposed Seller in connection with any contract contemplated herein. The Corporation and its agents make no representation with respect to the value of the stock or the proprietary lease of the individual apartment involved, nor any representation regarding the financial condition for the corporation or any recommendation to the prospective Purchaser with respect to the advisability of the purchase.

Applicant's Signature

Co-Applicant's Signature

Date: _____

CREDIT REPORT INFORMATION FORM

Request Date: _____

Please send me a credit report on:
(Please print)

Name: _____
(Last) (First) (Middle)

Address: _____
(Street)

(Apt., Box, Suite)

(City) (State) (Zip Code)

Landlord Name: _____

Address: _____

Telephone # _____

Previous Address: _____

S.S. # _____

Date of Birth: _____

Employer: _____

Telephone # _____

.....
The Information requested will be used solely to obtain a credit report. Please sign the acknowledgment below:

Signature **Date**

RELEASE OF INFORMATION AUTHORIZATION

**AUTHORIZATION TO OBTAIN A CRIMINAL REPORT AND SEX
OFFENDER REPORT**

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

Print Name: _____ Date Of Birth _____

Signature: _____

Address: _____

City : _____

State : _____ Zip Code _____

Social Security #: _____

3616 Henry Hudson Parkway Moving In/Out Authorization Form

Date: _____

Apt #: _____

Name of Shareholder(s): _____

Name (Tenants(s)): _____

Are you moving in? _____ Are you moving out? _____

If you are moving out, please list your forwarding address:

Preferred Moving Date: _____

Alternate Moving Date: _____

If you will be using a professional moving company, we will require their insurance:

Name of Moving Company: _____

ALL MOVES MUST BE SCHEDULED WITH THE MANAGEMENT COMPANY. PLEASE CONTACT US TO ARRANGE YOUR MOVE. ALL SECURITY DEPOSITS MUST BE RECEIVED BY MANAGEMENT PRIOR TO MOVING IN OR OUT OF THE BUILDING. IF YOU ARE MOVING OUT, MAKE SURE YOU LIST YOUR NEW ADDRESS ABOVE WHERE INDICATED SO YOUR REFUND CHECK CAN BE RETURNED TO YOU IN A TIMELY MANNER.

Date Deposit Check Received: _____

Date Deposit Check Returned: _____

Building Address: _____

Apt: _____

*COOPERATIVE SALES***LEAD WARNING STATEMENT – CONTRACTS OF SALE**

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.

**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD BASED PAINT HAZARDS
SELLER/PURCHASER**

Seller's Disclosure

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

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the Unit and/or common areas (explain)

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

(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 Unit and/or common areas (list documents below).

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

Purchaser's Acknowledgment (purchaser(s) to initial (c) (d) (e) and check either (i) or (ii) below):

(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 (Broker) Acknowledgement (Agent (all Broker) to initial (f) below):

(f) _____ Agent (All Brokers) has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) and is aware of Agent's (All Brokers) Independent 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_____
Purchaser_____
Date_____
Seller_____
Date_____
Purchaser_____
Date_____
Agent (Broker)_____
Date_____
Agent (Broker)_____
Date

**3616 HENRY HUDSON PARKWAY PWNERS CORPORATION
3616 HENRY HUDSON PARKWAY
RIVERDALE, NY 10463**

PET RIDER

PURSUANT TO ARTICLE (9) OF THE HOUSE RULES

No bird or animal shall be kept or harbored in the building unless the same in each instance be expressly permitted in writing by the Lessor; such permission shall be revocable by the Lessor. In no event shall dogs be permitted on elevators or in any of the public portions of the building unless carried or on leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or in the yard, court spaces or other public portions of the building, or on the sidewalk or street adjacent to the building. No pet shall be permitted to excrete on the common areas. All Lessees shall abide by the Pooper Scooper law in the grassy areas and curbs surrounding the property, or and other area of the property.

IF YOU OWN A PET, PLEASE SPECIFY WHERE INDICATED:

YES

NO

IF YES, PLEASE SPECIFY: _____

SIGNATURE

DATE

**3616 HENRY HUDSON PARKWAY OWNERS CORP.
3616 HENRY HUDSON PARKWAY
RIVERDALE, NEW YORK 10463**

SPECIAL REQUIREMENT

In order to ensure that you are moving into an apartment that will offer you maximum cleanliness, protection and future peace of mind,

1. You are required to provide the inspection and treatment of your new apartment by a qualified exterminator. This is in order to ensure that the entire apartment is completely free of infestation by any vermin, *specifically including but not limited to bed bugs, roaches, ants and termites.*
2. You are required to engage the services of an exterminator approved by the Management, and bear all costs associated with the inspection and any extermination that may prove necessary.
3. I understand and accept the terms of this requirement, which must be completed prior to making any arrangements for moving in.
4. A certificate from the exterminator must be provided to Management specifically stating that the apartment is free of the specific vermin mentioned above, before permission to move in will be granted.

Applicant's Signature

Date Signed

Applicant's Signature

Date Signed

Applicant's Signature

Date Signed

3616 Henry Hudson Parkway Owners Corp.
Contact Information

Name: _____

Address: _____

Apartment Number: _____

Email Address: _____

(Please provide an active email address where you can receive messages regarding the Cooperative.)

Daytime Phone: _____

Evening Phone: _____

In Case of Emergency, Please Notify:

To the Board of Directors of **3616 Henry Hudson Pkwy Owners** Corporation,

The undersigned hereby submit this application to purchase _____ shares of stock in **3616 Henry Hudson Pkwy Owners Corp.** (the "Corporation") and the Proprietary Lease for Apartment _____ at **3616 Henry Hudson Pkwy, Bronx, NY 10463**

We hereby acknowledge understanding of the following:

1. Pursuant to authority granted in the Proprietary Lease and By-laws of the Corporation, the Board of Directors will use this application to obtain background information regarding proposed purchasers of the Corporation's stock.
2. The Board of Directors may require additional information and will require that the applicant(s) appear for a personal interview. Other persons who will reside in the apartment may also be required to appear at this interview.
3. The Proposed purchase cannot be consummated without the consent of the Board of Directors.
4. We/I Have read the Proprietary Lease and House Rules which govern the occupancy of the apartment and agree to abide by these rules.
5. In no event will the Corporation, the Board of Directors, or its agents be responsible for any liabilities or expenses incurred by an applicant whose application is not approved.
6. While the Board of Directors will attempt to review all applications promptly, the Corporation, the Board of Directors, and its agents will not be responsible for expenses or liabilities resulting from any delay in this review.
7. Falsification of any of the enclosed information or omission of material information may result without limitation, in revocation of approval by the Board of Directors and termination of the applicant's Proprietary Lease.

The undersigned authorize (s) the Board of Directors to contact any of the employers, banks, landlords, educational institutions, references, etc. described herein for information bearing upon this application.

The undersigned hereby makes application to purchase shares of stock in the Corporation and the Proprietary Lease for the Apartment listed above.

The undersigned acknowledges that, if the application is accepted, the undersigned will NOT, without prior written consent of the Board of Directors:

- pledge the shares of the Corporations Stock
- Make structural alterations to the apartments;
- sublease the apartment
- Permit non family members to reside in the apartment for more than one month
- use the apartment for other than residential purposes
- or violate any provision of the Proprietary lease, the House Rules, or the by-laws.

The undersigned acknowledges that the apartment is being acquired in "as-is" condition.

The undersigned confirms the accuracy of all the information contained herein.

Applicant: _____ Date: _____
Co-applicant (if any): _____ Date: _____

**NOTICE TO TENANT
DISCLOSURE OF BEDBUG INFESTATION HISTORY**

Pursuant to the NYC Housing Maintenance Code, an owner/managing agent of residential rental property shall furnish to each tenant signing a vacancy lease a notice that sets forth the property's bedbug infestation history.

Name of tenant(s): _____

Subject Premises: _____

Apt. #: _____

Date of vacancy lease: _____

BEDBUG INFESTATION HISTORY
(Only boxes checked apply)

There is no history of any bedbug infestation within the past year in the building or in any apartment

During the past year the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the _____ floor(s).

During the past year the building had a bedbug infestation history on the _____ floor(s) and it has not been the subject of eradication measures.

During the past year the apartment had a bedbug infestation history and eradication measures were employed.

During the past year the apartment had a bedbug infestation history and eradication measures were not employed.

Other: _____

Signature of Tenant(s): _____ Date: _____

Signature of Owner/Agent: _____ Date: _____

3616 HENRY HUDSON PARKWAY OWNERS CORP.

HOUSE RULES ACKNOWLEDGMENT

Re: Apartment: _____

I have received a copy and read the current House Rules for **3616 HENRY HUDSON PARKWAY OWNERS CORP.** and will abide by them.

I also understand that I may not move into the building until:

- The Board of Directors has approved my application.

- I have paid all required move-in fees and deposits and have scheduled a move-in date with the superintendent.

Signed: _____ Date: _____

Signed: _____ Date: _____

3616 HENRY HUDSON PARKWAY OWNERS CORP.
3616 HENRY HUDSON PARKWAY
RIVERDALE, NEW YORK 10463

SPECIAL REQUIREMENT

I, **and/or** my legal representative have read the last three months of the Board Meeting Minutes for 3616 Henry Hudson Parkway Owners Corp.

Applicant's Name (Print)

Date Signed

Applicant's Signature

Co-Applicant's Name (Print)

Date Signed

Co-Applicant's Signature

Legal Representative's Name (Print)

Date Signed

Legal Representative's Signature

NOTE TO SHAREHOLDERS

A residential cooperative is a community in which all tenant-shareholders own shares in the corporation. The members of the Board of Directors (BOD), who are elected at the annual meeting of shareholders, share various responsibilities and work to ensure amenable surroundings and sound fiscal policies. To this end, the current House Rules have been updated to help make our cooperative function more smoothly. Please keep the attached set of rules handy so that you may refer to them when necessary and advise any household employees of current rules.

In the past, shareholders have inquired about their responsibilities with respect to their individual apartments. When such questions arise, and the issue is not covered in the House Rules, refer to your Proprietary Lease, which sets forth the obligations of shareholders. Note in particular paragraph 18(a) of your Proprietary Lease which states that tenant-shareholders bear the full responsibility for the maintenance of the interiors of their apartments, including floors, walls, ceilings, electrical wiring, painting, decoration, wall papering, the maintenance of plumbing, gas, and heating fixtures, equipment and appliances and other personal property. Residents are specifically reminded that they are required to maintain adequate homeowner's insurance for their individual apartments, and provide current proof of coverage to the management upon request.

The BOD publishes a monthly newsletter in an attempt to facilitate communication. The newsletter may from time to time include new policies and notices regarding current issues affecting our cooperative. A copy of the newsletter is distributed to all residents as well as being posted on the building website.

It is hoped that this information will be of help to you. Thank you for cooperating in following these rules, keeping our building looking beautiful, and in good financial health.

Sincerely,
The Board of Directors

January 2022

TABLE OF CONTENTS

<u>TOPIC</u>	<u>PAGES</u>
Public Halls and Public Areas of the Premises	4
Laundry Room	4-5
Elevators	5
Service Requests	5
Bulletin Boards	5
Noise	6
Windows, Walls, Ledges and Antennas	6
Signs	6
Deliveries and Packages	7
Door Attendant and Security	7
Pets	7
Floor Covering	7
Tours and Apartment Sales	8
Trash Compactor and Recycling	8
Organic Recycling	9
Terraces	9
Extermination	9-10
Roof	10
Window Guards	10
Smoke/Carbon Monoxide Detectors	110
Storage Bins	10

Bicycle Room	11
Keys	11
Moving Procedures	11-12
Playground Area	12-13
Community Room	13-14
Gym	14
Administrative Fees	14
Home Equity Loans/Refinancing	14-15
Subleasing	15
Alterations to Individual Apartments	15-16
Resale of Apartments	16
Garage	16-17
Amendment of House Rules	17
Consent of Lessor	17

HOUSE RULES

PUBLIC HALLS AND COMMON AREAS OF THE PREMISES

- I. The public halls and stairways of the buildings shall not be obstructed or used for any purpose other than ingress and egress from the apartments in the building. The fire exits shall not be obstructed in any way. In the event a fine is levied against the building for encumbrances or obstructions, that fine will be the responsibility of the Lessee causing the encumbrance or obstruction.
- II. Patients of any doctors who have offices in the building are not permitted to wait in the lobby or other public areas of the building.
- III. No one may play in public halls, courtyards, stairways, elevators, lobby, lawn, garden, or other common areas at any time. No one is permitted to ride bicycles, scooters, skateboards, or wear roller blades or skates anywhere inside the building.
- IV. Walking is limited to paths only. At no time is anyone permitted to walk on grass areas, in flowerbeds, or on protective stone barriers.
- V. Bicycles, scooters, baby carriages, or similar vehicles are not allowed to stand in the public halls, lobby, passageways, stairwell, vestibules or courtyard of the building at any time.
- VI. No public hall of the building shall be decorated or furnished by any Lessee in any manner.
- VII. Doors to the stairwells must remain closed at all time.
- VIII. Smoking is not permitted in any common areas.
- IX. Oversized baby strollers must be brought into the building through the main entrance on Henry Hudson Parkway.
- X. Building staff should be notified of any debris, dangerous, or wet condition in the common areas.

LAUNDRY ROOMS

- I. The laundry rooms are located on the lobby level of each wing. Hours of operation are posted on the door.
- II. Lessees shall not leave clothes in the washing machines or dryers after the cycle has finished. Clothing left unattended in machines may be removed without consent.

- III. Lessee shall not overload machines. Lessee shall also notify building staff if a washing machine or dryer is not working properly.
- IV. Each individual is responsible for maintaining the cleanliness of the room, (i.e., — emptying of lint trap after use of the dryer, checking the washer gasket for trapped articles of clothing, wiping any wet drippings, picking up dropped dryer sheets).
- V. The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
- VI. NO WASHING MACHINES OR DRYERS MAY BE INSTALLED IN APARTMENTS.

ELEVATORS

- I. Lessees shall exercise reasonable care when bringing carts, bicycles, carriages, or larger items into the elevators. Lessees shall also supervise their children in the elevator.
- II. Commercial shopping carts, other than those owned and provided by the building, are not allowed.
- III. When using the building's carts, they MUST be returned to the point of origin, not left in the elevator, hallway, or lobby.
- IV. Lessee shall notify the building staff to line the elevators with adequate padding while moving appliances, furniture or other large items.

SERVICE REQUESTS

- I. Work Order Request Forms may be obtained from the door attendant or downloaded from the building website. Lessees' requests for repair must be submitted in writing on the Work Order Form and returned to the superintendent or door attendant.
- II. For emergency repairs between the hours of 8am and 1am call the front desk at (718) 549-5084. For emergency repairs at other times contact Hudsoncrest Management's 24-hour line at (718) 796-5022.

BULLETIN BOARDS

- I. Only the BOD or Property Manager shall post notices, announcements, and general information on the bulletin boards located adjacent to the mailboxes.
- II. Lessees may post ads, and other information on the bulletin boards in the laundry rooms.

NOISE

- I. Lessees shall not make nor permit any disturbing noises in the building, or permit anything to be done therein, which will interfere with the rights of other residents. No Lessee shall vacuum, play musical instruments, sound system, radio or television in such a manner, which will disturb or annoy other residents during the hours between 10pm and 9am. These are considered "quiet time" throughout the property. This, however, does not imply that unreasonable noise may occur outside these hours.
- II. Prior to hosting large parties that may cause noise, Lessees are requested to notify their neighbors.
- III. Construction or repair work or other installations involving noise shall not be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 9am and 5pm, or such hours proscribed by the Corporation except in cases of emergency.
- IV. Lessees shall notify their neighbors when construction, repair work or other installation involving noise or odors (such as floor refinishing) will be conducted in their apartment.

WINDOWS, WALLS, LEDGES, AND EXTENDED ANTENNAS

- I. Nothing may be hung, shaken or thrown from the doors, windows, or terraces, nor shall anything be placed upon the outside windowsills of the building. No TV antenna may be attached or hung from the exterior of the building or terrace.
- II. Awnings or exhaust systems shall not be used in or about the building unless expressly approved by the Lessor or the managing agent.
- III. Air conditioners MUST be properly installed according to prevailing regulations and city codes.
- IV. Appropriate window coverings are required. Sheets, towels, and paper, etc., are not appropriate coverings.

SIGNS

Commercial or political signs, notices, advertisements, or illumination shall not be mounted, inscribed, or exposed on any window or other part of the building, without prior approval in writing by the Lessor and the managing agent.

DELIVERIES AND PACKAGES

- I. Messengers and trades people shall use the front door and must sign in with the door attendant, who shall indicate which side door may be used for the delivery.
- II. Lessor shall not be responsible for mail, packages, or any other objects that may be left with the door attendant or elsewhere. Packages may be left at Lessee's sole risk with the door attendant.
- III. Grocery and laundry deliveries may be allowed upstairs if a resident is not home, but the delivery person is required to sign in and out at the register provided by the door attendant.

DOOR ATTENDANT AND SECURITY

- I. Lessee shall not send a building employee out of the building on private business.
- II. Lessee may only request assistance from the door attendant with packages and suitcases in the vicinity of the front door. Lessee shall not direct the door attendant to admit anyone to the building without carefully ascertaining the visitor's identity.
- III. In the absence of the door attendant, unknown persons must not be allowed to enter the building with you. Doors to the street and lobby must be closed and locked.

PETS

- I. Residents are not permitted to harbor dogs.
- II. In no event shall visiting dogs be permitted in the elevator or in any public portion of the building unless carried or on a leash.
- III. In the event of a Lessee pet sitting a dog, the proper forms must be filled out and filed with management. These forms can be downloaded from the building website or obtained from the management office.
- IV. No bird or animal shall be kept or harbored in the building without prior permission in writing from the Lessor. Such permission shall be revocable by the Lessor.
- V. No birds or other animals shall be fed from windowsills, terraces or in garden areas or other public portions of the building or on the sidewalks or street adjacent to the building.

FLOOR COVERING

The floor 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 living space of each room with the exception of the kitchen and bathroom.

TOURS, APARTMENT SALE

Group tours, exhibitions, auctions, or other sales of goods of any apartment or its contents shall not be conducted without the consent of the Lessor.

TRASH COMPACTOR/RECYCLING

- I. Shareholders must abide by the New York City Recycling regulations including rinsing food containers prior to disposal.
- II. All wet debris is to be securely wrapped or bagged in small package sizes to fit easily into the trash compactor.
- III. Debris should be completely drip-free prior to leaving the apartment, and carried to the compactor in a drip-proof container for disposal.
- IV. Cartons, boxes, crates, sticks of wood, or other solid matter are not to be put down the chute. Small items of this nature may be left in a neat manner in the first-floor compactor rooms. The superintendent or building porters are to be contacted for the disposal of bulky items.
- V. Boxes or cartons placed in the compactor rooms must be broken down and left in a neat manner.
- VI. Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil-soaked rags, empty paint or aerosol cans or any other flammable, explosive, combustible substances or lighted cigarettes or cigar stubs be put into the chute.
- VII. Vacuum cleaner bags must never be emptied into the chute. Such dust, dirt, etc., should be wrapped in a securely tied bag or package and placed into the chute.
- VIII. Disposal of cat litter and diapers (adult or baby) requires bagging and then placing it into a second securely sealed bag.
- IX. Broken glass, can tops, and discarded medical supplies must be packaged properly and labeled as such to avoid injury to the person(s) emptying the compactor chute or recycling bin.
- X. The superintendent shall be notified of any drippings or moist refuse in the compactor room or on corridor floors.

ORGANIC RECYCLING

- I. Organic collection bins are located in each compactor room on the lobby level, in the community room and on the playground.
- II. Only food scraps, uncoated paper (napkins, paper towels, etc.) may be discarded in the brown bins.
- III. Un-bagged organic recycling waste can be placed in the bin. If a bag is used to discard, it **MUST BE COMPOSTABLE**. No non-compostable plastic may be put in.
- IV. The bin must be properly locked after use.
- V. Bins are taken out on Thursday afternoon for pickup Friday morning. No organic recycling may be left on the compactor room floor if the bin is not present.

TERRACES

- I. Terrace railings shall be painted with only black paint.
- II. Painting of terrace brick walls and floors is prohibited.
- III. No carpeting or tiling of any kind may be installed on the terrace floors.
- IV. Terraces may not be used for the storage of any items and must be kept clean.
- V. Planting shall be within appropriate containers and may not be projecting over the terrace railings.
- VI. Screening or fencing the terrace requires prior approval of the Board of Directors. The managing agent has the specifications for approved enclosures available upon request.
- VII. No terrace enclosure is to be installed in a manner to create an additional room.

EXTERMINATION

- I. The agents of the Lessor, and any contractor or employee 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 pest and for the purpose of taking such measures as may be necessary.
- II. Any suspected infestation (i.e., termites, bed bugs, etc.) must be immediately reported to staff and management.
- III. If the Lessor takes measures to control or exterminate bedbugs, if the point of infestation can be determined, the cost thereof shall be payable by the Lessee.

- IV. All Lessees requiring the services of an exterminator shall notify the doorman to add their name and apartment number to the list of apartments to be serviced. Lessees shall make adequate provisions to admit the exterminator to their apartment if they will not be home.

ROOF

No Lessee may enter upon or use the roof for any reason at any time.

WINDOW GUARDS

Lessee shall be required to have window guards installed on each window in any apartment containing children under the age of 10 years. Lessee may contact the superintendent to arrange installation of the window guards.

SMOKE/CARBON MONOXIDE DETECTORS

Lessee shall be required to install smoke/carbon monoxide detectors and ensure that they are maintained in proper working order.

STORAGE BINS

- I. One bin is allowed per shareholder apartment.
- II. Lessees may store personal belongings in their assigned bin at Lessee's sole risk and nothing may be stored outside or on top of any bins.
- III. Lessees may not store any flammable articles in their storage bin.
- IV. The Lessor shall not be responsible for any loss or damage caused to any property placed inside any storage bin.
- V. There is a waiting list for storage bins maintained by the Board of Directors, and shareholders may request their name be added at any time.
- VI. To maintain a storage bin or position on the waiting list, shareholders must be in good standing.
- VII. Residents must sign a storage bin agreement and provide proof of acceptable homeowner's insurance.
- VIII. Lessees are required to pay the prevailing storage bin rental fee, which must be paid with each month's maintenance. Such charges, if unpaid, will be treated as additional maintenance.

BICYCLE ROOM

- I. Lessee may only store bicycles in the designated bicycle room located in the South wing of the building, and may do so at Lessees 'own risk. No bike racks, helmets, tricycles, or scooters may be stored in the bike room.
- II. No bikes may be placed in the bike storage room until registered with the managing agent and after paying the required prevailing annual fee.
- III. Lessee shall label all their registered bicycles in the room with Lessees full name and apartment number and date of registration.
- IV. The Lessor shall not be responsible for any loss or damage caused to any property placed inside the bicycle storage room.
- V. Unregistered bikes will be removed and discarded.

KEYS

- I. Shareholders and residents shall not give copies of any of the common entrance door keys to anyone other than bona fide residents of their apartment whose name is given to the Lessor, without the written approval of the BOD. Each Lessee is entitled to two keys per apartment. Additional keys are available for a fee upon request.
- II. All residents are required to supply a copy of their individual apartment door keys to the superintendent.
- III. A lost entrance door key replacement is available for a fee. A broken key must be returned in order to receive a replacement key for a reduced fee.

MOVING PROCEDURES

- I. Any Lessee or occupant of Lessee's apartment moving into or from an apartment shall coordinate his moving schedule with the property manager and superintendent of Lessor.
- II. Arrangements for moving must be made at least 48 hours in advance with the superintendent so that elevators are fully lined with padding.
- III. Lessees shall be required to deposit the sum of \$500 with the property manager prior to receiving written consent of the property manager for said move. The deposit shall be returned after the property manager has inspected the premises and determined that no damage has been caused.
- IV. In the event that damage has occurred, the property manager shall be entitled to deduct the cost of repair from the \$500, and return the remaining balance to the

Lessee. If the cost of repairing damages exceeds the sum of \$500, Lessor shall be entitled to collect the amount of the cost of repair from the tenant-shareholder.

PLAYGROUND AREA

- I. The playground is for the use and enjoyment of the residents and their guests between the hours of 9am and sundown on weekdays and 10am and sundown on weekends and holidays.
- II. No guests may enter and use the facilities of the playground unless in the company of their resident host.
- III. The use of the playground is entirely the responsibility of each individual resident. The 3616 HHP Corporation, its BOD, employees, and representatives bear no obligation, liability nor responsibility for any injury or property loss or damage that may occur.
- IV. The playground should be left in a clean and neat condition with toys removed and tables and chairs returned to their proper place. All garbage must be placed properly in the appropriate receptacle. Recycling and Organic collection cans have been placed for your convenience
- V. Any damages to property or equipment owned or maintained by the Corporation are the responsibility of the offending resident, who will be responsible for making appropriate restitution for any loss.
- VI. Young children must be supervised by a responsible care giver over the age of 16 who must be present in the playground and maintain active, direct supervision and care of the children under their care at all times.
- VII. No children are permitted to play in the lower garden area (quiet area) at any time.
- VIII. No child under the age of 10 is allowed to play unsupervised in the playground.
- IX. The playground is available to residents in good standing for private events (i.e., parties, religious celebrations) upon approval of the BOD. There is a fee of \$25.00 per hour with a two-hour minimum and a refundable cleaning deposit of \$50.00 after the event assuming clean up is satisfactory. Rental is mandatory regardless of the size of the party if exclusive use is desired. Rental fees are mandatory for any family hosting more than 12 guests regardless of whether the use is exclusive or not.
- X. All persons must wear appropriate clothing at all times. Youngsters of such age must remain diapered.
- XI. No behavior that is disorderly, disruptive, or dangerous is permitted. In addition, the following are NOT permitted: hard balls, pets, fires (including grills of any kind), motorized vehicles, tossing any objects over the fences, climbing any of the fences,

skating or sledding down the ramp or off the slides, unattended children, persons who are not residents not accompanied by a resident host.

- XII. All equipment in the playground are for everyone's enjoyment. Private property should not be left in the playground or will be deemed abandoned and discarded.
- XIII. Toilet facilities are not provided, and all persons, specifically young children, must return to their apartments should the need arise.
- XIV. No kiddy-pool may be left with water in it overnight.

COMMUNITY ROOM

- I. The community room, like the playground, is a common space that is shared by many residents, their children and guests for various reasons, and proper etiquette is required. The use of the community room is entirely the responsibility of each individual resident. The 3616 HHP Corporation, its BOD, employees and representatives bear no obligation, liability nor responsibility for any injury of property loss or damage that may occur.
- II. Any damages to property or equipment owned or maintained by the Corporation are the responsibility of the offending resident, who will be responsible for making appropriate restitution for any loss.
- III. No ball playing of any kind is permitted except for ping-pong.
- IV. No children under the age of 10 is allowed to be in the community room unless with a responsible caregiver over the age of 16.
- V. No personal belongings (clothing, food items, diapers, etc.) may be left or stored in the community room at any time. Any personal items must be taken back to the shareholder/resident apartment when leaving. Private property that is left in the community room will be deemed abandoned and discarded.
- VI. The cabinets and refrigerator are for the use of residents who rent the room for a private event. Any personal items found will be discarded. Like the playground the community room is available to residents in good standing for private events (i.e., parties, religious celebrations) upon approval of the BOD. There is a fee of \$25.00 per hour with a two-hour minimum and a refundable cleaning deposit of \$50 after the event and assuming given in good condition. Rental is mandatory regardless of the size of the party if exclusive use is desired. Rental fees are mandatory for any family hosting more than six guests regardless of whether the use is exclusive or not.

VII. The room is to be left in a clean, neat, and orderly manner with the lights and air conditioner turned off.

GYM

- I. The use of the gym is limited to those individuals who have paid a membership fee and have been given an entry fob for the door lock. This membership is not shareable with anyone else. If multiple family members chose to use the gym, a membership must be paid for each individual family member.
- II. The use of the gym is entirely the responsibility of each individual resident. The 3616 HHP Corporation, its BOD, employees and representatives bear no obligation, liability nor responsibility for any injury, property loss or damage that may occur. Use of the facility requires signing of a corporation waiver.
- III. As with any gym, please remember to use a towel or wipe down any seat on equipment after use.
- IV. If the paper towels or water cooler are running low or are empty, or if there is a problem with any equipment, notify the building staff.
- V. The gym allows 24-hour access. There are apartments that adjoin the gym above and across the hall. Please be courteous regarding the volume of the TV and dropping weights after use.
- VI. Membership is granted/revocable based upon being a resident in good standing.
- VII. Guidelines and rules may be revised at any time at the discretion of the Board of Directors.

ADMINISTRATIVE FEES

- I. All monthly maintenance charges are to be paid by the first of each month. An administrative fee for late payment will be charged which is limited by the applicable law after the 10th of the month.
- II. Lessor shall apply payments made on account of maintenance charges to the oldest balance due.

HOME EQUITY LOANS/REFINANCING

- I. Those shareholders intending to apply for a home equity loan or mortgage refinancing must submit all necessary forms and application as require by management review.
- II. The BOD will only consider application for home equity loans for amounts less than or equal to 50% of the market value of the apartment.

III. A processing fee will be charged by the management and by the corporation's attorney.

SUBLEASING

- I. Shareholders are permitted to sublease their apartment on a case-by-case basis, subject to the consent and approval of the BOD. Shareholders must occupy the apartment for a minimum of one year as a primary residence before any sublet application will be considered.
- II. Shareholders must obtain and complete an application for subleasing from management. Such applications must be accompanied by all required documents, including proof of adequate homeowners insurance. The application must be deemed satisfactory and approved by the BOD before any change in occupancy occurs.
- III. No shareholder may sublet their apartment for a term of less than one (1) year, nor more than two (2) years.
- IV. Only the individual(s) named on the sublease may occupy the apartment.
- V. Shareholders must pay a non-refundable application fee to the Management in connection with each sublease application. Such fee shall be due and payable at the time the application is submitted. No application shall be reviewed unless the fee is paid in full.
- VI. The shareholder shall pay to the corporation a sublet fee equal to a percentage of the maintenance. The percentage shall be reviewed and set annually by the BOD. The shareholder, as additional maintenance, shall pay such sublet fee on the first day of each month.
- VII. Subtenants are not permitted to use the shareholder's parking space, if any, without prior consent of the BOD.
- VIII. The shareholder must pay a security deposit equal to two (2) months maintenance charges (plus the applicable sublet fee) to the Corporation, prior to the effective date of the sublease. The shareholder is responsible for payment of any move in/move out deposit as may be required by the BOD.
- IX. Each prospective subtenant shall be required to submit to the BOD for review, such financial information (including, but not limited to bank statements, W-2s and credit reports) as may be required by the Board. Further, the Board shall interview each prospective sub-tenant, prior to its granting any sublease.

ALTERATIONS TO INDIVIDUAL APARTMENTS

- I. Written approval of the BOD and management is required before any alteration or renovation can be made in an apartment including, but not limited to removal of walls, installation or removal of any pipes or wires. An alteration agreement and all guidelines are available from management. Shareholders will be responsible for proper performance of all work and for any damage caused to the building or other apartments during or due to the work being performed.
- II. Any work permits that are required are the responsibility of the shareholder and must be closed before any security payments are to be returned.
- III. Any shut-off of water, gas, or electricity during renovations requires the approval of the BOD through the Property Manager. A fee will be charged, and the Lessee must pay all associated expenses incurred by the Lessor.

RESALE OF APARTMENTS

- I. The application, which must be completed by all prospective purchasers, can be obtained from the management company. The applications must be completed and handed in to the management company prior to consideration by the BOD for an interview. Incomplete packages will not be reviewed.
- II. Prospective purchasers are not permitted to move articles of personal property or take possession of an apartment without the prior written consent of the BOD via the management company.

GARAGE

- I. The garages in the building have parking spaces available to the resident shareholders of the building. The Board of Directors governs the use of the spaces, and each user is assigned a particular space by the Board, at its sole discretion.
- II. The monthly fee payable by the user is fixed by the BOD and may be changed at its sole discretion.
- III. A waiting list is maintained by the BOD and is posted for review in the lobby bulletin boards.
- IV. The BOD reserves the right to limit the number of spaces used by any resident and to adopt garage rules relating to the use of the parking facility, including rules relating to subletting of spaces, assignment of "piggy-back" spots and the storage of vehicles.
- V. Vehicles are required to be insured and current with registration and inspection while parked in the facility.

- VI. Other than your car and one shopping cart, no items may be stored in the garage. Any items found will be discarded.
- VII. The use of space(s) is a privilege and may be terminated for non-payment or for other reasons such as violation of the rules. Users may be required to sign a parking space agreement by the BOD.
- VIII. To maintain a parking spot or position on the waiting list, shareholders must be in good standing.

AMENDMENT OF HOUSE RULES

These House Rules may be added to, amended, or repealed at any time by the BOD of the Lessor.

CONSENT BY LESSOR

Any consent or approval given under these House Rules by the Lessor shall be revocable at any time by the Board of Directors.