



## SUBLEASE APPLICATION

**Note: Shareholders remain fully responsible for the timely payment of all charges and fees to Management and to the Corporation through the duration of the sublet.**

1. Sublease Application (Enclosed)
  - A. Sublet Application Data Form
  - B. Balance Sheet (Asset & Liabilities)
  - C. Emergency Contact Form
  - D. Credit Release Form
  - E. Move In/Out Authorization Form
2. Sublease Agreement (Blumberg P-193 Form)
3. Employment Verification Letter w/Income and length of time. If self employed please provide a CPA letter with last year's income and projected current income
4. Two (2) recent pay stubs
5. Landlord Reference Letter w/ most current cashed rent checks (3 months)
6. Assets: Financial/Bank Statements for past (3) Months
7. Two (2) personal reference letters, (Per applicant)
8. Letter explain reason for request to sublease – (Shareholder)
9. Copies of last two (2) years Income Tax Returns
10. Sublet fee: 10% of the monthly maintenance billed on Shareholders Statement & a deposit of Two (2) months maintenance charges **(may be refundable at the end of the sublet, following an inspection of the apartment by the shareholder and management jointly.)**
11. All subleases are to be for one (1) year. New approval required two (2) months prior to lease expiration for second year.

### **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.**

Upon approval, a **Move-In Deposit** of **\$1,000.00** is required and made payable to: **3616 Henry Hudson Parkway Owners Corp.** **Deposit is refundable after the completion of the move-in process.**

Please note: **Five (5)** CD-disc required plus One (1) paper hard copy or **Five (5)** paper copies plus the original (6) 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.**

Your completed application must be sent to:  
Stillman Management Realty Corp  
440 Mamaroneck Ave, S 512  
Harrison, New York 10528  
Attn: Sublease Department

**Incomplete packages will not be processed and returned.**

- **NOTE:** *Please be advised that the processing procedure can take up to ten (10) business days from the time we receive ALL required documents and consider the application complete.*



## SUBLET APPLICATION DATA FORM

**Applicant Name:** \_\_\_\_\_

**Applicant Current Address:** \_\_\_\_\_

**Home Number:** \_\_\_\_\_ **Cell Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Co- Applicant Name:** \_\_\_\_\_

**Co-Applicant Address:** \_\_\_\_\_

**Home Number:** \_\_\_\_\_ **Cell Number:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Real Estate Agent's Name:** \_\_\_\_\_

**Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_

# EMERGENCY CONTACT FORM

**HOME NUMBER** \_\_\_\_\_

\*between the hours of\* \_\_\_\_\_ and \_\_\_\_\_

**WORK NUMBER** \_\_\_\_\_

\*between the hours of\* \_\_\_\_\_ and \_\_\_\_\_

**ALTERNATE ADDRESS**

\_\_\_\_\_  
\_\_\_\_\_

**EMERGENCY CONTACT**

Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

\*between the hours of \* \_\_\_\_\_ and \_\_\_\_\_

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

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**ASSETS**

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

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

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

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**LIABILITIES**

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

**\*\*NOTES\*\***



**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 #: \_\_\_\_\_



**SUBLEASE AGREEMENT** Blumberg - P193

The parties agree as follows:

Date of this

Sublease: \_\_\_\_\_

Parties to this

Sublease: Over-tenant: \_\_\_\_\_

Address for notices: \_\_\_\_\_

You, the Under-tenant: \_\_\_\_\_

Address for notices: \_\_\_\_\_

If there are more than one Over-tenant or Under-tenant, the words "Over-tenant" and "Under-tenant" used in this Sublease includes them.

Information from Over-lease:

Landlord: 3616 Henry Hudson Parkway Owners Corp.

Address for notices: 440 Mamaroneck Ave, Harrison New York 10528

Over-tenant: \_\_\_\_\_

Address for notices: \_\_\_\_\_

Date of the Over-lease: \_\_\_\_\_

Term: \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

A copy of the Over-lease is attached as an important part of the Sublease.

Term: 1. \_\_\_\_\_ Years \_\_\_\_\_ Months - Beginning: \_\_\_\_\_ Ending: \_\_\_\_\_

Premises Rented:

2. 3616 Henry Hudson Pkwy, Apt. \_\_\_\_\_, Bronx, NY 10463

Use of Premises:

3. The premises may be used for Residential Purposes only.

Rent:

4. The yearly rent is \$ \_\_\_\_\_. You, the Under-tenant, will pay this yearly rent to the Over-tenant in twelve (12) equal monthly payments of \$ \_\_\_\_\_. Payments shall be paid in advance on the first day of each month during the Term.

Security:

5. The security for the Under-tenant performance is \$ \_\_\_\_\_. Over-tenant state that Over-tenant has receive it. Over-tenant shall hold the security in accordance with paragraph \_\_\_\_\_ of the over-lease.

Agreement to lease and pay rent:

6. Over-tenant sublets the premises to you, the Under-tenant, for the Term. Over-tenant states that is has authority to do so. You, the Under-tenant, agrees to pat the Rent and other charges as required in the sublease. You, the Under-tenant, agree to do everything required of you in the Sublease.

Notices:

7. All notices in the Sublease shall be sent by certified mail, "return receipt requested".

Subject to:

8. The Sublease is subject to the Over-lease. It is also subject to any agreement to which the Over-lease is subject. You, the Under-tenant, state that you have read and initialed the Over-lease and will not violate it in an way.

Over-tenant's duties:

9. The Over-lease describes the Landlord's duties. The Over-tenant is not obligated to perform the Landlord's duties. If the Landlord fails to perform, you, the Under-tenant, must send the Over-tenant a notice. Upon receipt of the notice, the Over-tenant shall then promptly notify the landlord and demand that the Over-lease agreements be carried out. The Over-tenant shall continue the demands until the Landlord performs.

Consents:

10. If the Landlord's consent to the Sublease is required, this consent must be received within \_\_\_\_\_ days from the date of this Sublease. If the Landlord's consent is not received within this time, the Sublease will be void. In such event, all parties are automatically released and all payments shall be refunded to you, the Under-tenant.

Adopting the Over-lease and Exceptions:

11. The provision of the Over-lease are part of this Sublease. All the provisions of the Over-lease applying to the Over-tenant are binding you, the Under-tenant, except these:

a) These numbered paragraphs of the Over-lease shall not apply: \_\_\_\_\_

b) These numbered paragraphs of the Over-lease are changed as follows:

\_\_\_\_\_

No Authority:

12. You, the Under-tenant, have no authority to contact or make any agreement with the

Landlord about the premises or the Over-lease. You, the Under-tenant, may not rent or other charges to the Landlord, but only to the Over-tenant.

Successors: 13. Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to the rights take the place of the Over-tenant or you, the Under-tenant. Examples are an assign, heir or legal representative such as an executor of your will or administrator of your estate.

Changes: 14. This Sublease can be changed only by an agreement in writing signed by the parties to the Sublease.

Signatures:

**OVER-TENANT:**

\_\_\_\_\_

**You, the UNDER-TENANT:**

\_\_\_\_\_

Witness:

\_\_\_\_\_  
STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ S.S: \_\_\_\_\_  
On \_\_\_\_\_ before me personally appeared before me and known to me to be the Individual(s) described in and who executed the foregoing Sublease, and duly acknowledged before me and the he/she executed the same. \_\_\_\_\_

**GUARANTY OF PAYMENT WHICH IS PART OF THE SUBLEASE**

Date of Guarantee: \_\_\_\_\_

Guarantor and Address:

\_\_\_\_\_

Reason for Guaranty:

1. I know that the Over-tenant would not rent the premises to the Under-tenant unless I guarantee Under-tenant's performance. I have also requested the Over-tenant to enter into the Sublease with the Under-tenant. I have a substantial interest in making sure that the Over-tenant rents the premises to the Under-tenant.

Guaranty:

2. The following is my Guaranty:  
I guaranty the full performance of the Sublease by the under-tenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money changes.

Changes in Sublease:

In addition, I agree to these other items:  
3. This Guaranty will not be affected by any change in the Sublease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will be binding even if I am not a party to these changes.

Waiver to notices:

4. I do not have to be informed about any failure of performance by the under-tenant. I waive notice of non-payment or non-performances.

Performances:

5. If the Under-tenant fails to perform under the Sublease, the Over-tenant may require me to perform without first demanding that the Under-tenant perform.

Waiver of Jury Trial:

6. I give up my right to Trial by jury in any claim related to the Sublease or this Guaranty.

Changes:

7. This Guaranty of payment and performance can be changed only by written agreement signed by all parties to the Sublease and Guaranty.

Signatures:

**WITNESS:**

**GUARANTOR:**

\_\_\_\_\_

\_\_\_\_\_

Building Address: \_\_\_\_\_  
Apartment #: \_\_\_\_\_

Exhibit B

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

**Lead Warning Statement**

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

**Lessor's Disclosure**

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

(I) \_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing  
(explain)

\_\_\_\_\_  
(II) \_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-base paint hazards in the housing.

(b) Records and reports available to the seller (check (I) or (II) below):

(I) \_\_\_\_ Lessor 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) \_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing

**Lessee's Acknowledgment (Initial)**

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

(d) \_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead In Your Home*.

**Agent's Acknowledgement (Initial)**

(e) \_\_\_\_ 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.

\_\_\_\_\_  
Lessor Date Lessor Date

\_\_\_\_\_  
Lessee Date Lessee Date

\_\_\_\_\_  
Agent Date Agent Date

## **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

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## **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.