

## IMPORTANT INFORMATION REGARDING SOCIAL SECURITY NUMBERS, BANK ACCOUNT NUMBERS AND GENERAL PACKAGE SUBMISSION

## \*\*PROTECTING YOUR PRIVACY\*\*

\*\*The original Credit Report Release that shows the social security number should **ONLY** be in the original package. **YOU MUST REMOVE OR BLACKOUT** the social security number in the additional copies\*\*\*

In order to protect your privacy, please <u>REMOVE</u> or <u>"BLACKOUT"</u> your <u>SOCIAL SECURITY</u> <u>NUMBER</u> and <u>BANK ACCOUNT NUMBERS</u> from any <u>HARD COPY</u>, <u>CD or FLASH DRIVE</u> <u>COPY</u> of <u>ALL FINANCIAL DOCUMENTS</u>. However, the bank account numbers and social security numbers are to be <u>INCLUDED IN THE ORIGINAL PACKAGE ONLY</u>. These will be used to verify assets and this copy will be securely kept in our office.

Please be sure that any reference to any portion of the social security numbers are to be removed from the following documents:

- Application
- Financials
- Contract of Sale

- ◆ Bank Statements
- Brokerage Statements
- ◆ Tax Returns & W2's\*

\*When submitting Income Tax Returns and W2's, only <u>COPIES</u> of are to be submitted (even in the original package). <u>DO NOT INCLUDE ORIGINALS</u>. The application <u>MARKED ORIGINAL</u> will **NOT** be returned for any reason. Please be sure to make a copy to keep for your records.

## **SUBMISSION OF FEES**

All Processing and Credit Check Fees are to be submitted on **BANK CHECKS ONLY**.

ALL PROCESSING FEES <u>MUST</u> BE SUBMITTED WITH THE PACKAGE. FAILURE TO INCLUDE FEES WILL RESULT IN YOUR PACKAGE BEING RETURNED FOR RESUBMISSION.

IF YOU DO NOT REMOVE <u>ALL</u> SOCIAL SECURITY NUMBERS AND BANK ACCOUNT NUMBERS FROM <u>ALL</u> COPIES (PAPER & DIGITAL), YOUR PACKAGE WILL <u>NOT</u> BE REVIEWED AND THE ENTIRE PACKAGE WILL NEED TO BE PICKED UP, REVISED AND RESUBMITTED.

If you have any questions, please contact Donika Dodaj at donikad@orsidr.com



### SALES APPLICATION FOR 10 MITCHELL PLACE

- 1. Purchase application, completed and signed.
- 2. Notice of Intention signed by Seller.
- 3. Contract of Sale executed by all parties, including the enclosed contract contingency language regarding lead paint.
- 4. Lead Paint Disclosure Form executed by Seller, Purchaser, and Agent.
- 5. Four (4) Personal reference letters.
- 6. One (1) Business reference letter.
- 7. Letter from present landlord or managing agent.
- 8. Letter from Employer(s) stating length of employment and annual salary.
- 9. Asset and Liabilities statement signed by Purchaser or Accountant.
- 10. \*Verification of Assets (i.e.: letter from bank(s), stating type of account and amount on deposit, in dollars and age of account; brokerage statements, etc.)
- 11. \*Latest income tax return.
- 12. Acknowledgement of construction and move-in procedures.
- 13. Acknowledgement of House Rules and Alteration Agreement (must be signed and dated).
- 14. A non-refundable application fee in the amount of \$600.00 payable to **Orsid Realty Corp.** This check is non-refundable.
- 15. A non-refundable credit report fee, per applicant, of \$50.00 payable to **Orsid Realty Corp.**

#### IF THE APARTMENT IS BEING FINANCED: 75% OF PURCHASE PRICE.

- 1. Copy of the Commitment Letter.
- 2. Four (4) ORIGINAL AZTECH recognition agreements.
- 3. Copy of the Bank's appraisal.

Please submit ONE (1) ORIGINAL AND ELEVEN (11) COPIES ON USB of information to Orsid Realty Corp. 1740 Broadway, 2<sup>nd</sup> Fl., New York, NY 10019, attn: Donika Dodaj. Please redact any Social Security number(s) that may appear on tax returns, financial statements or otherwise on the collated copies. The application package will not be delivered to the Board of Directors if social security numbers are not redacted.

#### INCOMPELTE APPLICATIONS WILL NOT BE ACCEPTED

### **CLOSING COSTS FOR SELLER(S):**

- A. FLIP TAX 2% of the Purchase Price payable to Stewart Hall, Inc. by CERTIFIED BANK CHECK ONLY.
- B. Transfer Fee \$600.00 payable to **Orsid Realty Corp**.
- C. All maintenance fees must be current.

### **CLOSING COSTS FOR PURCHASER(S):**

- A. If financing \$300.00 payable to **Orsid Realty Corp.**
- B. A non-refundable credit fee in the amount of \$50.00, per applicant, payable to **Orsid Realty Corp.**

\*PLEASE DO NOT INCLUDE YOUR SOCIAL SECURITY NUMBER(S) OR BANK ACCOUNT NUMBERS ON YOUR FINANCIAL MATERIALS.

As of 12/3/2015

1740 Broadway, New York, NY 10019 · fax: 212.586.4524 · phone: 212.247.2603

# NOTICE OF INTENTION TO SELL OR LEASE (SHAREHOLDER'S REQUEST FOR BOARD APPROVAL)

(Please Type All Responses)

New York.

	Dated: 7/26/17			
The undersigned, being the owner of appurtenant thereto in the building	of apartment no located at	and	shares	
appurtenant thereto in the building New York, New York hereby notif <b>Corp.</b> as Managing Agent, that the () LEASE () said apartment from the terms stated below, and that the	undersigned has rec the below named pro	eived a bona ospective pur	fide offer to SELL chaser or lessee on	
NAME AND ADDRESS PROSPE	CTIVE PURCHASI	ER OR LESS	EE:	
TERMS OF PROPOSED SALE O	R LEASE:			
Attached is a true copy of the contragreement between parties.	act of sale or lease s	etting forth a	ll the terms of the	
PURCHASE PRICE: \$(if sale)	PROPOS	ED CLOSIN	G DATE	
MONTHLY RENTAL: \$	LEASE TI	ERM		
(if lease)	ATE FORSALE OR	I E A SE		

The undersigned represents to the Board that this proposal together with the accompanying information concerning the applicant purchaser or lessee in applying for consent to this proposed sale of lease, the undersigned understand that such consent is required by the By-Laws. The undersigned also understands that the information requested is essential in its application. The undersigned authorizes the Board to review and request any credit reports, references and other information necessary in connection with this application. The undersigned acknowledges and consents to the following terms and conditions.

### TERM AND CONDITIONS ON SALES OR LEASES OF APARTMENTS

Orsid Realty Corp. acting as Agent for the Boards and makes no representation or warranty with respect to the building or apartments or any act or failure to act on the part of the Board in connection with this application or in connection with any sale contemplated herein. The purchaser or lessee takes the apartment "as is" unless otherwise specifically stated in the contract of sale or lease.

The undersigned represents that the sale or lease described above shall be made in accordance with the provisions of the Cooperative By Laws and agrees to promptly deliver to the Board all such further information with respect to the offer as the Board may responsibly request and to execute all documents required pursuant to law, the By-Laws and this application.

Name of Shareholder	Name of Shareholder		
Signature of Shareholder	Signature of Shareholder		

		va)
APPLICANT'S ATTORNEY	TEL#	
Attorney's Firm & Address		
SELLER'S NAME		
SELLER'S ATTORNEY	TEL#	
Attoracy's Firm & Address	· · · · · · · · · · · · · · · · · · ·	
THE UNDERSIGNED bereby offers to purchase	<u> </u>	shares of the capita
stock of and the accompanying pr	roprietary lease for Apartment	in the building located at
	New York. 1	iumber of Rooms
PURCHASE PRICE OF STOCK \$	DEPOSIT \$	
RESENT ESTIMATED PROPRIETARY MAI	INTENANCE PER MONTH \$	·
Special Conditions, if any:	•	
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Name of all residents in the building known by applicant:	
Does applicant wish to maintain any pets, and if so, please specify:	•
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AddressTel#	
Approximate length of occupancy	
Previous Landlord or Agent (if less than 5 years)	
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Address of previous residence and length of occupancy	
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PECIAL REMARKS:	•

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STATEMENT OF ASSETS AND LIABILITIES

# CREDIT REPORT RELEASE

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ALL CLOSINGS TAKING PLACE AFTER SEPTEMBER 6, 1996.

Federal Register / Vol. 61, No. 45 / Wednesday, March 6, 1996 / Rules and Regulations

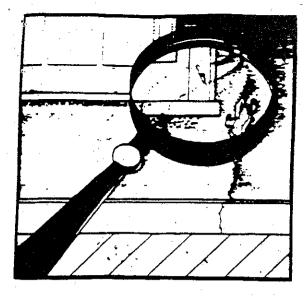
(Sample Dis	sclosure Format	for	Target	Housing	Sales)	}
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Disclosure	of Information on	Lead-Based Paint and/or Lead-Ba	ased Paint Hazards
<i>n</i>			
young children at risk nent neurological da lems, and impaired n any interest in reside paint hazards from ri	ny interest in reside such property may of developing lead mage, including lead nemory. Lead poiso ntial real property is sk assessments or int hazards. A risk	ential real property on which a resident present exposure to lead from lead poisoning in young arning disabilities; reduced intelligent in also poses a particular risk to a required to provide the buyer with inspections in the seller's possessing assessment or inspection for possil	ad-based paint that may place g children may produce perma- ence quotient, behavioral prob- pregnant women. The seller of any information on lead-based
Seller's Disclosure			
(i)—— Known lead-ba	sed paint and/or leaused paint and/or lea	nd-based paint hazards (check (i) or ad-based paint hazards are presen	r (ii) below): t in the housing (explain).
(ii)——Seller has no k	nowledge of lead-b	ased paint and/or lead-based paint	hazards in the housing.
(D) Records and reports	available to the sel	ler (check (i) or (ii) below)-	-
paint and/or lead-base	rided the purchase ed paint hazards in	r with all available records and re the housing (list documents below).	ports pertaining to lead-based
(ii)—— Seller has no the housing.	reports or records	pertaining to lead-based paint and/	or lead-based paint hazards in
Purchaser's Acknowled	gment (initial)		· ·
(c)——Purchaser has re	ceived copies of all	information listed above.	
(d)——Purchaser has re	ceived the pamphle	n Protect Your Family from Lead in	Your Home.
(e)——Purchaser has (c	heck (i) or (ii) below	/):	
aboutton for the biesel	ice of read-pased b	mutually agreed upon period) to co aint and/or lead-based paint hazard	19. Or
(ii)—— waived the opposition of the opposition waith was waited to be a considered to the opposite of the oppo	portunity to conduc	t a risk assessment or inspection f	or the presence of lead-based
Agent's Acknowledgme (f)—Agent has informe responsibility to ensure	d the seller of the	seller's obligations under 42 U.S.C.	4852d and is aware of his/her
Certification of Accurac	:v		
The following parties have information they have	ave reviewed the i	nformation above and certify, to the and accurate.	e best of their knowledge, that
Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date

## CONTRACT CONTINGENCY LANGUAGE

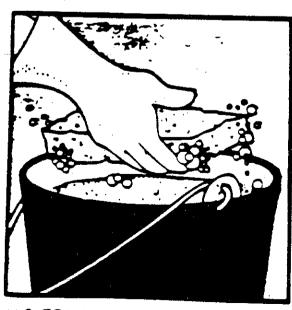
This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until 9 p.m. on the tenth calendar-day after ratification [insert date 10 days after contract ratification or a date mutually agreed upon]. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet Protect Your Family From Lead in Your Home for more information.) This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within days after Delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Purchaser shall have respond to the counter-offer or remove this contingency and take the property in "as is" condition or this contract shall become void. The Purchaser may remove this contingency at any time without cause

THIS LANGUAGE MUST BE INCLUDED IN EVERY CONTRACT OF SALE FOR CLOSINGS TAKING PLACE AFTER SEPTEMBER 6, 1996.



# **Protect** Your Family From Lead In Your Home





U.S. EPA Washington DC 20460

# SEPA

United States
Environmental Protection
Agency



United States Consumer Product Safety Commission

EPA747-K-94-001

# a Home Built Before 1978?

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

By 1996, federal law will require that individuals receive certain information before renting, buying, or renovating pre-1978 housing:

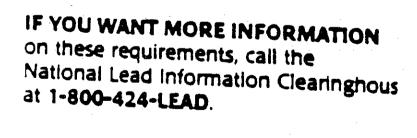


LANDLORDS will have to disclose know information on lead-based paint hazards before leases take effect. Leases will include a federal form about lead-based paint.



SELLERS will have to disclose known information on lead-based paint hazards before selling a house. Sales contracts will include a federal form about lead-based paint in the building. Buyers will have up to 10 days to check for lead hazards.

RENOVATORS will have to give you this pamphlet before starting work.



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

# IMPORTANT!

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

FACT: Lead exposure can harm young children and babies even before they are born.

FACT: Even children that seem healthy can have high levels of lead in their bodies.

FACT: People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips with lead in them.

FACT: People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

FACT: Removing lead-based paint improperly can increase the danger to your family.

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

# Lead Gets in the Body in Many Ways

1 out of every 11 children in the United States has dangerous levels of lead in the blood-stream.

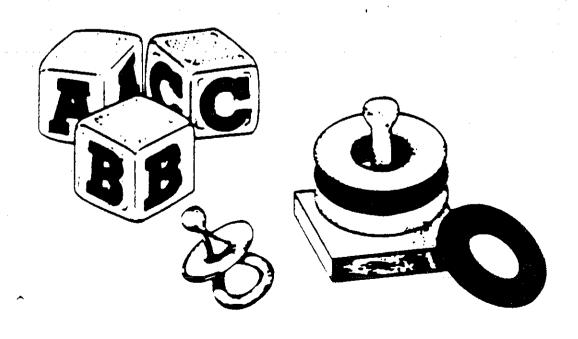
Even children who appear healthy can have dangerous levels of lead.

# People can get lead in their body if they:

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

# Lead is even more dangerous to children than adults because:

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



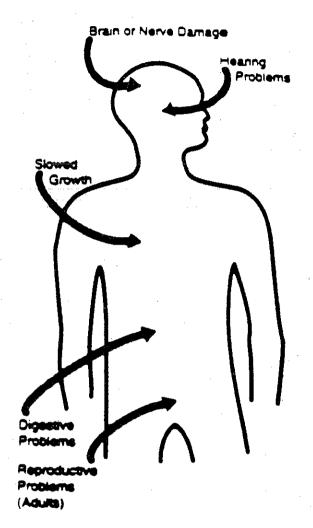
## Lead's Effects

If not detected early, children with lead in their bodies can suffer from:

- Damage to the brain and nervous system
- Behavior and learning problems (such as hyperactivity)
- Slowed growth
- ◆ Hearing problems
- ◆ Headaches

Lead is also harmful to adults. Adults can suffer from:

- Difficulties during pregnancy
- Other reproductive problems (in both men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- ◆ Muscle and joint pain



Lead affects the body in many ways.

# Checking Your Family for Lead

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

A simple blood test can detect high levels of lead. Blood tests are important for:

- Children who are 6 months to 1 year old (6 months if you live in an older building or home that might have lead in the paint).
- Family members that you think might have high levels of lead.

If your child is older than 1 year, talk to your doctor about whether your child needs testing.

Your doctor or health center can do blood tests. They are inexpensive and sometimes free. Your doctor will explain what the test results mean. Treatment can range from changes in your diet to medication or a hospital stay.

## Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint. Many homes built before 1978 have leadbased paint. In 1978, the federal government banned lead-based paint from housing.

Lead can be found:

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

# Where Lead Is Likely To Be a Hazard

**Lead-based paint** that is in good condition is usually not a hazard.

Peeling chipping chalking or cracking lead-based paint is a hazard and needs immediate attention.

Lead-based paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear. These areas include:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, and banisters.
- Porches and fences.

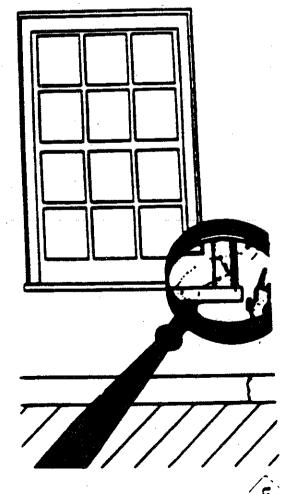
Lead dust can form when lead-based paint is dry scraped, dry sanded, or heated. Dust

also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when people vacuum, sweep, or walk through it.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. Call your state agency (see page 12) to find out about soil testing for lead.

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





# Checking Your Home for Lead

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

You can get your home checked for leach hazards in one of two ways, or both:

- ◆ A paint inspection tells you the lead content of every painted surface in yo home. It won t tell you whether the paint is a hazard or how you should deal with it.
- ◆ A risk assessment tells you if there are any sources of serious lead exposure (such as peeling paint and lead dust). I also tells you what actions to take to address these hazards.

Have qualified professionals do the work. The federal government is writing standards ft inspectors and risk assessors. Some states migi-already have standards in place. Call your standards for help with locating qualified professionals in your area (see page 12).

Trained professionals use a range of methods when checking your home, including:

- Visual inspection of paint condition ar location.
- Lab tests of paint samples.
- Surface dust tests.
- ◆ A portable x-ray fluorescence machine

Home test kits for lead are available, but t federal government is still testing their relibility. These tests should not be the only method used before doing renovations or assure safety.



# What You Can Do Now To Protect Your Family

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

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







# How To Significantly Reduce Lead Hazards

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

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



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

- ◆ You can temporarily reduce lead hazards by taking actions like repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called 'interim controls') are not permanent solutions and will not eliminate all risks of exposure.
- ◆ To permanently remove lead hazards, you must hire a lead 'abatement' contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not enough.

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

Call your state agency (see page 12) for help with locating qualified contractors in your area and to see if financial assistance is available.

# Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

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

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



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



## Other Sources of Lead



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





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

## For More Information

## The National Lead Information Center

Call 1-800-LEAD-FYI to learn how to protect children from lead poisoning.

For other information on lead hazards, call the center's clearinghouse at 1-800-424-LEAD. For the hearing impaired, call, TDD 1-800-526-5456. (FAX: 202-659-1192.

Internet: EHC@CAIS.COM).

## EPA's Safe Drinking Water Hotline

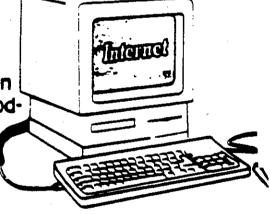
Call 1-800-426-4791 for information about lead in drinking water.



# Consumer Product Safety Commission Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call 1-800-638-2772. (Internet: info@cpsc.gov). For the hearing

impaired, call 1-800-638-8270.



## Local Sources of Information

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# State Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency (listed below) to see if state or local laws apply to you. Most state agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards.

State/Region	Phone Number	Missouri	(314) 526-4911
Alabama	(205) 242-5661	Montana	(406) 444-3671
Alaska	(907) 465-5152	Nebraska	(402) 471-2451
Arkansas	(501) 661-2534	Nevada	(702) 687-6615
Arizona	(602) 542-7307	New Hampshire	(603) 271-4507
California	(510) 450-2424	New Jersey	(609) 633-2043
Colorado	(303) 692-3012	New Mexico	(505) 841-8024
Connecticut	(203) 566-5808	New York	(800) 458-1158
Washington, DC	(202) 727-9850	North Carolina	(919) 715-3293
Delaware	(302) 739-4735	North Dakota	(701) 328-5188
Florida	(904) 488-3385	Ohio	(614) 466-1450
Georgia	(404) 657-6514	Oklahoma	(405) 271-5220
Hawaii	(808) 832-5860	Oregon	(503) 248-5240
idano	(208) 332-5544	Pennsylvania	(717) 782-2884
Illinois	(800) 545-2200	Rhode Island	(401) 277-3424
Indiana	(317) 382-6662	South Carolina	(803) 935-7945
lowa	(800) 972-2026	South Dakota	(605) 773-3153
Kansas	(913) 296-0189	Tennessee	(615) 741-5683
Kentucky	(502) 564-2154	Texas	(512) 834-6600
Louisiana	(504) 765-0219	Utah	(801) 536-4000
Massachusetts	(800) 532-9571	Vermont	(802) 863-7231
Maryland	(410) 631-3859	Virginia	(800) 523-4019
Maine	(207) 287-4311	Washington	(206) 753-2556
Michigan	(517) 335-8885	West Virginia	(304) 558-2981
Minnesota	(612) 627-5498	Wisconsin	(608) 266-5885
Mississippi	(601) 960-7463	Wyoming	(307) 777-7391

## **EPA Regional Offices**

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

### EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont) John F Kennedy Federal Building One Congress Street Boston, MA 102203 (617) 565-3420

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands) Building 5 2890 Woodbridge Avenue Edison, NJ 08837-3679 (908) 321-6671

Region 3 (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia)
841 Chestnut Building
Philadelphia, PA 19107
(215) 597-9800

Region 4 (Alabama, Flonda, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee) 345 Courtland Street, NE Atlanta, GA 30365 (404) 347-4727 Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin) 77 West Jackson Boulevard Chicago, IL 60604-3590 (312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas) First Interstate Bank Tower 1445 Ross Avenue, 12th Floor, Suite 1200 Dallas, TX - 75202-2733 (214) 665-7244

Region 7 (Iowa, Kansas, Missoun, Nebraska) 726 Minnesota Avenue Kansas City, KS 66101 (913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming) 999 18th Street, Suite 500 Deriver, CO 80202-2405 (303) 293-1603

Region 9 (Artzona, California, Hawaii, Nevada) 75 Hawthorne Street San Francisco, CA 94105 (415) 744-1124

Region 10 (Idaho, Oregon, Washington, Alaska) 1200 Sixth Avenue Seattle, WA 98101 (209) 553-1200

# **CPSC Regional Offices**

Eastern Regional Center 6 World Trade Center Vesey Street, Room 350 New York, NY 10048 (212) 466-1612

Central Regional Center 230 South Dearborn Street Room 2944 Chicago, IL 60604-1601 (312) 353-8260 Western Regional Center 600 Harrison Street, Room 245 San Francisco, CA 94107 (415) 744-2966

# Simple Steps To Protect Your Family From Lead Hazards

# If you think your home has high levels of lead:

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



## STEWART HALL, INC.

ACKNOWLEDGEMENT: HOUSE RULES, ALTERATION AGREEMENT

Acknowledging that Stewart Hall is a cooperative community, I have read and understood the House Rules and I have read and understood the Alteration Agreement. While I am a shareholder, I agree to act in the spirit as well as the letter of each of these documents.

Signed by all shareholders and residents at least 18 years of age)						
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### STEWART HALL, INC. HOUSE RULES

October 16, 2015

The following House Rules have been adopted by the Board of Directors through August 18, 2011.

These House Rules are established pursuant to Article II, Section Fourth of the Proprietary Lease and shall be taken as a part of the Proprietary Lease. Each Lessee is responsible for compliance with these House Rules by family, guests, invitees, agents and employees, as well as any subtenant and the subtenants family, guests, invitees, agents and employees. The remedies for violation of these House Rules are such as are available to Lessor under the Proprietary Lease, and these House Rules are retroactively enforceable by Lessor.

### ONE. Definition of Terms.

- a) "Public Area" shall mean halls, elevators, stairways, lobbies or courts of the building.
- b) "Lessor" and "Lessee" shall have the meanings attributed to each in the Proprietary Lease.

#### TWO. Public Areas.

- a) There shall be no eating drinking or smoking by any person in the Public Areas of the building.
- b) The Public Areas of the building shall not be obstructed or used for any purpose other than entrance to and exit from the apartments in the building.
- c) No article shall be placed in the Public Areas of the building. No baby carriages, strollers, bicycles, scooters or similar vehicles, no shopping carts, laundry carts, baskets, sporting equipment or toys shall be allowed to stand in the Public Areas of the building, or on the sidewalk adjoining the front entrance to the building.
- d) Children shall not play in the Public Areas, of the building.
- e) No public hallway shall be furnished or decorated by any Lessee in any manner without the written consent of the Lessor.

- f) No sign, notice or advertisement shall be inscribed or exposed on or at any window or placed in any Public Area or part of the building without the prior written consent of the Lessor.
- g) Nothing shall be attached to, or hung or projected from any roof or window or the exterior of the building without written approval from the Lessor. No radio or television aerial, satellite dish, or other communications receptive device shall be attached to or hung from the exterior of the building without similar approval.
- h) No shades, awnings, window guards, ventilators, window coverings or decorations shall be placed on the exterior of the building, except such as shall have been approved in writing by Lessor.
- i) Nothing shall be hung or shaken to the outside of the building from the doors, windows, terraces, or balconies or placed upon the window sills, terraces or parapet walls of the building, with the exception of such air conditioning equipment as may have been approved by Lessor.
- j) No solicitation for charitable contributions or for any other purpose shall be made in Public Areas.

### THREE. Noise.

- a) No Lessee shall make or permit any disturbing noises in the building or do or permit anything to be done within the building which will interfere with the rights, comfort or conveniences of or in any way disturb or annoy other Lessees or occupants of the building.
- b) No Lessee shall play or cause to be played any musical or other sound producing instrument or appliance in the building between the hours of eleven o'clock P.M. and the following nine o'clock A.M. if same shall disturb any other resident of the building.
- c) Lessees shall not allow odors to disturb, or to interfere with the rights, comfort, or convenience of other Lessees. Lessees may be required by Lessor to install a kitchen fan at the Lessee's expense.
- d) No construction, repair or demolition work or other installation involving noise or odors shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of nine o'clock A.M. and five o'clock P.M.

### FOUR. Passkeys.

- a) Each Lessee must supply the superintendent of the building with such passkey(s) as are required to permit access by Lessor to the Lessee's apartment to deal with any emergencies that may occur, including without limitation water and gas leaks or control of vermin, insects or other pests.
- b) If Lessor must enter the apartment because of an emergency, and no key has been supplied, the full cost of entry to the apartment and of the work done and replacement of any locks and doors, is to be paid by Lessee.
- FIVE. <u>Window Guards</u>. Window guards for families with children must be installed pursuant to City Ordinances. Written confirmation of the presence of window guards must be provided to the Managing Agent annually. Window guards, whether interior or exterior, shall comply with all applicable New York City Law.
- SIX. Plumbing Fixtures. Plumbing fixtures in the building shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other articles be thrown into the same. Any damage resulting from misuse of plumbing fixtures shall be borne by the Lessee by whom or in whose apartment it shall have been caused.

### SEVEN. Pets.

- a) No animal, bird or reptile shall be kept or harbored in the building unless expressly permitted in advance in writing by Lessor, or if, in the opinion of Lessor, such animal or pet is a nuisance or disturbs or annoys other occupants of the building.
- b) Dogs and cats are not permitted on passenger elevators, and, when transported on the service elevator or in any of the Public Areas of the building, must be carried or be on a leash. Dogs shall be curbed when outside the building.
- c) No pigeons or other birds shall be fed from windows or in the courtyard, sidewalk or street adjacent to the building.
- EIGHT. Control of Vermin. The agents and employees of Lessor, and any contractor or workman authorized by Lessor, may enter any apartment, at any reasonable hour of the day and upon reasonable notice, for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or

exterminate any such vermin, insects or other pests or for such other reason as is reasonably necessary for the common good.

### NINE. Laundry.

- a) No clothes washing machine or dryer shall be installed in any apartment without consent of Lessor. Lessor at its option may designate space within the building for laundry purposes. Laundry and drying apparatus established by Lessor shall be used in such manner, and at such times, as Lessor shall determine.
- b) The risk of loss or damage resulting from the use of such equipment shall reside in the person using the equipment, and not on the Lessor.
- c) Lessees are to access the laundry facilities by using the service elevator only.
- d) Lessees shall endeavor to maintain all such facilities in a clean and orderly manner.
- TEN. Consents. Any consent or approval given under these House Rules by Lessor may be revoked by Lessor at any time. Neither the superintendent of the building nor any other employee of Lessor, shall have the authority to give or to revoke any consent or approval which may be required under these House Rules. All consents or approvals must be in writing in order to be enforceable against Lessor.
- eleven. Building Staff. No employee of Lessor shall be sent out of the building by any Lessee or occupant of the building at any time while the employee is on duty, except in the course of the performance of the employee's ordinary and usual duties. Lessor shall not be liable for any injury, loss or damage arising out of activities performed by an employee for a Lessee or occupant that are not within the ordinary and usual duties of such employee, or at times when the employee is off duty.
- **TWELVE.** Complaints. All complaints regarding the services of the building shall be made in writing to the Managing Agent, with a copy to the superintendent and to any member of the Board of Directors.
- THIRTEEN. Maintenance of Apartments. Each Lessee shall keep the leased apartment in a good state of preservation and

cleanliness and shall not sweep or throw, or permit to be swept or thrown therefrom or from the doors, windows or terraces thereof any dirt or other substances. Fireplaces shall not be used for cooking or heating food or drink.

Garbage and refuse from the FOURTEEN. Garbage Disposal. apartments shall be disposed of only at such times and in such manner as the Superintendent or Managing Agent of the building may direct. In particular, non-recyclable garbage or refuse should not be left on the trash room floor or in the hallways. Bottles, cans and plastic containers are to be cleaned and put in the blue plastic box on the floor of the trash compactor room. Newspapers and magazines are to be put on the floor away from the threshold to avoid blocking the door. Other garbage must be put in plastic bags, sealed, and dropped down the compactor chute. All applicable recycling laws shall be complied with. Any costs, fines, penalties or other amounts incurred by Lessor arising from any non-compliance with recycling laws shall be borne by the Lessee whose noncompliance gave rise thereto.

No work shall be performed in any FIFTEEN. Workmen. apartment absent compliance with all applicable alteration requirements of Lessor. No construction, repair, demolition or installation work shall be done in an apartment on Saturdays, Sundays, or holidays, or during the hours prior to nine o'clock A.M. or after five o'clock P.M. on other days. All plumbers, electricians and other license- eligible contractors employed or engaged by a Lessee shall be duly licensed to perform such work and shall provide the superintendent with verifiable evidence of such license before being permitted to start work. All persons or workmen employed or engaged by a Lessee to work in an apartment shall be insured for at least \$1,000,000.00 and shall provide the superintendent with verifiable evidence of such insurance naming the Lessor and its Managing Agent as additional insureds, no less than 3 days prior to starting work.

### SIXTEEN. Moving.

- a) No furniture or other personal belongings may be moved into an apartment until the superintendent has been notified by the Managing Agent that transfer of the right to occupy an apartment has been completed. Any time an occupant intends to move furnishings into or out of an apartment, the superintendent must be given at least 2 days prior notice of the date of the move.
  - b) Moving in or moving out may occur only during the

hours between nine o'clock A.M. and five o'clock P.M. on weekdays, except holidays. The building staff is not permitted to move furnishings unless the superintendent is notified in advance and authorizes the requested assistance. No moving or delivery of furniture will be permitted through the lobby of the building.

c) A move in/move out deposit of \$500.00 payable to Stewart Hall, Inc. must be submitted by Lessee prior to the moving date. The deposit, less any damage reimbursement, will be refunded to the Lessee after the move is completed.

SEVENTEEN. Apartment Floors. Unless expressly exempted by the Board of Directors, all floors in apartments (except in closets, bathrooms, and enclosed kitchens) shall be at least 80% covered by adequately noise-reductive floor covering, such as carpeting or rugs, laid over such padding or other material as may be necessary to absorb sound. Where other than building standard wood floor is installed (e.g. asphalt, ceramic, rubber or vinyl or other hard tile, linoleum, slate or marble, etc.) an undercover of sound-absorbent material shall be used.

EIGHTEEN. Ventilators, Air Conditioning. No ventilator or air conditioning device shall be installed without prior notice to the superintendent as to the type, location and manner of installation of such device. Installation of such equipment through the wall or on a terrace of an apartment requires an Alteration Agreement and written consent of Lessor. Lessees shall not permit any such device to leak, nor to make any noise which disturbs or interferes with the rights, comfort or convenience of any other Lessee or occupant of any other apartment. If any Lessee shall fail to keep such a device in good order and repair, Lessor in its discretion may remove such device and charge the cost of removal to such Lessee.

### NINETEEN. Storage.

a) Storage lockers may be assigned by Lessor by Lessees as and when they become available upon the sale or transfer of shares of stock on the following basis:

First to those cooperative units to which no locker is assigned, in the order by which a written request for a locker was received by the Board;

Then to cooperative units have one locker assigned, in the order by which a written request for an additional locker

was received by the Board;

Cooperative units will henceforth upon reassignment be limited to a maximum of two storage lockers per single cooperative unit or one each per units within a multiple cooperative unit configuration held in combination or singly.

- b) All storage lockers assigned currently to (a) cooperative unit(s) will become available for reassignment when that (those) unit(s) is (are) sold; storage lockers are not to be assigned from a seller or other transferor to a purchaser or other transferee of a unit.
- c) Lessees shall pay \$25 per month per locker. This fee shall be subject to change at the discretion of Lessor.
- d) Items stored within the storage areas are subject to such limitations may be required by any Fire Department or other governmental agency, code, ordinance or regulation.
- e) Any items or property in the building, the storage of which is prohibited by law or rules of the Fire Department or other governmental agencies, shall be removed by the owner immediately. If it is not so removed, the Lessor may (in addition to the exercise of other rights, expressed or implied in law or the Proprietary Lease) arrange to have such property removed from the building, free from any claims of the owner and at the owner's expense.
- f) Lessor may charge Lessees for the amount of any fines or other liabilities imposed on Lessor as a result of the violation of Fire Department or other governmental codes, ordinances or regulations by persons utilizing any storage locker assigned to a Lessee.
- g) Items shall be stored at Lessee's risk and Lessor shall have no liability for any loss arising out of the use of the storage lockers.

TWENTY. Plantings.

- a) No Lessee shall install any planting beds or potted plants, shrubs or trees or erect any structure on the roof or on any terrace or affix anything to the roof or adjacent exterior walls of the building without the prior written consent of Lessor. All such materials must comply with all applicable City codes, ordinances or regulations regulating size, weight, density and composition of such materials and containers therefor.
- b) Lessor shall have the right to remove any such items at its discretion and at the Lessee's expense.
- c) Lessee shall be responsible to the Lessor for any damage caused by such items to any terrace or component of the building.

TWENTY-ONE. Smoke and Carbon Monoxide Alarms. The Lessee shall install and maintain a working smoke alarm and a working carbon monoxide alarm in the apartment which meet the requirements of law and Lessor's insurer. Lessor may repair or install such alarms at the cost of the Lessee. Such alarms shall be inspected annually by the building's superintendent.

### TWENTY-TWO. Subletting.

- a) No Lessee shall sublet an apartment for an aggregate period greater than one year. No apartment shall be sublet during the first two years of any Lessee's lease nor shall any sublease be for less than six months.
- b) All potential sub-lessees and sublease agreements must be approved in advance by Lessor and shall be subject to conditions established by Lessor, which approval or disapproval and conditions shall be subject to Lessor's sole discretion. Exceptions for hardship or the like may be made at the sole discretion of Lessor.
- c) A copy of each sublease shall be provided to the superintendent and to the Managing Agent. For any sublease, the Lessee shall pay a monthly sublet fee to Lessor equal to 25% of the maintenance charge for the duration of the sublet. The sublet fee is subject to change in the discretion of Lessor.
  - d) A sublet tenant shall not have pets and shall not be

assigned a storage locker without the prior written approval of Lessor.

e) The Lessee will be held accountable for the conduct of the sublet tenant.

#### TWENTY-THREE. Guests.

- a) Whenever a guest or other invitee, including family members, is permitted by a Lessee to make use of the Lessee's apartment, the superintendent and building management shall be notified of the name or names and length of stay. In the absence of the Lessee, guests shall not stay in an apartment for a consecutive period longer than two weeks without the approval of Lessor.
- b) A guest or other invitee who makes use of a Lessee's apartment for more than two weeks will be regarded as a guest only for as long as the Lessee continues to live in the apartment.
- c) Lessor shall have no liability to any guest or invitee of a Lessee for any injury, losses or damages arising out of the use of an apartment.
- d) If more than 6 guests are expected for any length of time, a list of names is to be given to the doorman.

#### TWENTY-FOUR. Deliveries.

- a) Bulk deliveries may only be made between the hours of nine o'clock A.M. and five o'clock P.M. Monday through Friday, except that no deliveries shall be permitted on Holidays. Delivery persons are not permitted beyond lobby unless accompanied by a building employee. All deliveries of prepared food, packages and laundry must be picked up in the lobby. Exceptions to this policy must be authorized in writing by Lessor.
- b) Deliveries or packages that can be delivered by hand may be retained in the package room for convenience of Lessees. Lessor shall not be responsible for loss or damage to items delivered to the package room.
- c) Delivery persons will not be permitted to go To Lessee's apartment with C.O.D. packages. If the Lessee is

expecting a C.O.D. package, Lessee must make arrangements for payment.

d) Lessor shall not be responsible for the loss or disappearance of, or damage to packages or articles left with, or entrusted to, any building employee or for any perishable article.

TWENTY-FIVE. Alterations. Lessor reserves the right to mandate the review of any scope of work by a licensed architect or engineer to ensure the safety of fellow shareholders and compliance with all governing codes. Any expenses incurred for this review are the sole responsibility of the applicant shareholder.

Lessor reserves the right to suspend or halt any renovation for any of the following reasons, including but not limited to:

- Failure to adhere to House Rules and/or Renovation/Decorating Agreement(s).
- Failure to adequately define and or document scope of work.
- Any clear change of defined scope of work, either by omission or addition.
- Failure to comply with directions from the building superintendent, managing agent or Corporation assigned agent.

Lessor's building superintendent, managing agent or assigned agent must have complete access to renovation for the purpose of accessing full compliance with all prescribed rules, regulations and scope of work.

#### Major Renovation

(Requires Alteration/Renovations Agreement and building architect's review, whose fees are the sole responsibility of the shareholder making the application.)

Major Renovations are defined as follows, including but are not limited to: removal, relocation, penetrations or addition of walls; doors; exterior wall penetrations; replacing floors and/or ceilings; bathroom/tile work: relocating plumbing fixtures; electrical service upgrade; and/or relocating electrical devices. In essence, any changes to the Building's utilities or systems. Also note, that the Corporation has mandated upgrades that must be complied with in conjunction with any alteration/renovation.

### Minor Renovation

(Requires Decorating Agreement and Managing Agent's review).

Minor renovations are defined as follows, including but not limited to: painting; wallpapering; floor refinishing (including sanding and staining); new carpeting or applied floor covering and/or replacing of existing appliances with new appliances into their original locations. Minor renovations do not require Board approval, but do require compliance with the Decorating Agreement and written permission from the Managing Agent.

**TWENTY-SIX.** Elevators. The East and West passenger elevators are for personnel and minor effects only. The service elevator must be used for pets, furniture, appliances, construction materials, luggage, large packages, laundry bags and containers and the like.

#### TWENTY-SEVEN. Roof Garden.

- a) Lessees are not permitted to access the roof or roof garden when snow or ice have formed. Lessees who access the roof at any time do so at their own risk. Lessor shall have no liability to any Lessee or guest or invitee of a Lessee for any injury, loss or damages arising out of the use of the roof facility.
- b) Children under the age of 16 shall not be permitted on the roof unless accompanied by a responsible adult.
- c) Nothing should be placed on or thrown over the parapets walls.
- d) Individuals requiring supervision due to age and/or infirmity shall be accompanied by adults or caretakers. The roof shall be kept free of recreational items (toys, sporting goods, appliances, portable pools, etc.).
  - e) Pets are not permitted on the roof at any time.
- f) Radios and audio equipment may be used only with ear phones.
- g) Trash such as cigarette butts, drink residue, etc., must not be put in the flower boxes. Ash trays are to be emptied into the trash cans with all butts completely extinguished. All food scraps must be bagged securely and deposited in a compactor

chute. All bottles and cans should be placed in the recycling bin in the compactor room.

- h) Cooking is not allowed in any roof area by order of the New York City Fire Department.
- i) Roof parties hosted by any Lessee shall be limited to a maximum of fifty persons and must be scheduled through the Managing Agent or its appointee at least 10 days before the party date. Such parties for up to 20 persons are restricted to the two west sections of the roof. Parties for between 20 and 50 persons may also use the center section of the roof. The host Lessee must provide the doorman with a complete guest list.
- j) The host Lessee is responsible for the clean-up which must occur immediately after the party. Building employees may not be used to clean unless approved in advance by the superintendent. Damage to any building property is the responsibility of the host Lessee.

**TWENTY-EIGHT**. Late Charges. Unless all monthly charges, including penalties, are received by the Managing Agent or the agent's bank by 3:00 p.m. on the  $15^{th}$  of the month, the account will be charged a penalty of \$35.00 for late payment. If, by 3:00 p.m. on the  $15^{th}$  of the next month, full payment including penalties has not been received, an additional charge of \$35.00 will be added to the bill until the full amount including penalties has been paid. Such late charges shall be deemed additional rent under the Proprietary Lease.

**TWENTY-NINE**. Lobby No Lessee or occupant of the building shall install any decorations, holiday or otherwise, or furnishings in the building lobby, except as may be authorized by Lessor.

#### THIRTY. Amendments.

- a) These House Rules may be amended, added to, replaced or repealed at any time by resolution of the Board of Directors of the Lessor.
- b) Any consent, approval, authorizations or waiver given under these rules shall be revocable at any time by the Board of Directors.
- c) No failure by the Lessor to enforce these rules in one or more instances shall be deemed to be a waiver or to change

such rules, nor shall any breach of compliance by a Lessee be treated as an approval thereof by the Lessor, whether or not acted upon.

# STEWART HALL. INC. GUIDELINES FOR APARTMENT DECORATING

The following agreement is used for minor alterations and is approved by the Managing Agent.

- Painting, wallpapering and similar decorative work
- Installing carpeting or similar floor covering
- Sanding and staining existing wood flooring
- Replacing existing appliances with new models
- 1. All plans for Decorating/Cosmetic Work are to be submitted to Donika Dodaj, Alterations Administrator. No Decorating/Cosmetic Work may proceed until the attached Decorating Agreement has been approved. Only minor repairs or replacement of appliances are exempted from this requirement.
- 2. Review the Decorating Agreement Application with your prospective contractor/vendor before signing a contract with them. The contractor/vendor must be aware of and agree to the conditions of the Decorating Agreement Application including insurance coverage, indemnification and other requirements of the Corporation.
- 3. After you have signed the Decorating Agreement Application and provided it to the Managing Agent with certificates of insurance and an indemnification letter and Lead Paint Certification forms from your contractor/vendor, the Corporation will execute the Agreement. You may then sign your contractor/vendor's contract, obtain a start date from the Managing Agent and schedule your contractor/vendor to begin your work. The start date shall depend on the number of ongoing apartment alterations and decorations.
- 4. All insurance certifications and paperwork must be presented prior to scheduling work with contractor and at least 72 hours prior to the commencement of work.

## STEWART HALL, INC 10 Mitchell Place New York, New York 10017

# **DECORATING AGREEMENT APPLICATION**

Name:
Apartment Number:
Home Phone: Work Phone:
Fax Number:
Requested Commencement Date of Work:
Detailed room-by-room description of proposed decorative work:
(Attach additional pages if necessary)
This Decorating Agreement is a preliminary request. NO WORK MAY COMMENCE UNLESS AND UNTIL THE CORPORATION AND YOU EXECUTE THIS AGREEMENT. A Certificate of Insurance from the Contractor naming the Corporation and its Property Manager as additional insured must be on file.
Shareholder's Signature Date

## **Apartment Decorating Agreement**

TO:	Stewart Hall, Inc.	Re: Apartment No
	c/o Orsid Realty Corp. 1740 Broadway, 2 <sup>nd</sup> floor New York, NY 10019	Date:

#### Gentlemen:

I hereby request permission to redecorate my apartment as described in the attached document (hereafter collectively referred to as the "work") in the above apartment.

If such permission be granted:

- 1. I agree, before any work is begun:
- (a) To provide you with a complete and conformed copy of every agreement made with contractors and suppliers
  - (b) To procure from my contractor, or contractors:
- (i) Comprehensive personal liability and property damage insurance policies, each in the amount of \$1.000.000.00. which policies name Stewart Hall. Inc. (the "Corporation"), as Certificate Holder with three additional insureds as: Stewart Hall. Inc., Owner Name ("Shareholder"), and Orsid Realty Corp. (the" Managing Agent"). Such policies shall provide that they may not be terminated until at least ten days after written notice to you; and
  - (ii) Workmen's compensation and employees liability insurance policies, covering all employees of the contractor, contractors or subcontractors. Lead Paint Pamphlet Delivery Notice.
  - (iii) Delivery Certification Form properly executed by and between Shareholder and Contractor.
  - (iv) Copies of all contractor licenses required by law.

All such policies, or certificates evidencing this insurance, shall be delivered to you.

(c) To procure from my contractor of contractors and deliver to you a written agreement in the form of Exhibit A.

- (d) To procure from my contractor or contractors evidence satisfactory to you that all contractors and subcontractors are duly licensed to perform the work.
- (e) To deliver to the Corporation a check in the amount of \$500.00, made payable to Stewart Hall, Inc. or such other amount as the Board of Directors shall determine in its sole discretion, as security for my obligations hereunder. The Corporation shall be the sole arbiter in the determination of charges to be deducted from this deposit.
- (f) To deliver to the Managing Agent a check in the amount of **\$100.00**, a nonrefundable processing fee made payable to Orsid Realty Corp.

## 2. It is understood that:

- (a) I assume all risk of damage to the building and its mechanical systems, and to persons and property in the building that may result from or be attributable to the work being performed hereunder and all responsibility for the maintenance and repair of any alterations and installations after completion. This responsibility covers all work, weather tightness of windows, exterior walls or roofs, waterproofing of every part of the building directly or indirectly affected by the work, and maintenance of all heating, plumbing, air-conditioning and other equipment installed or altered pursuant hereto. If the operation of the building, or any of its equipment, is adversely affected by the work, I shall, when so advised, promptly remove the cause of the problem.
- (b) I recognize that there will be no change the operations of the building's heating system to facilitate the functioning of any heating or airconditioning units I may be installing.
- (c) The alterations and materials used shall be of the quality and style in keeping with the general character of the building. I understand that the Managing Agent and/or Corporation Engineer if required will make periodic inspections.
- (d) I undertake to indemnify you, the Corporation, the Managing Agent and tenants of occupants of the building for damages suffered to person or property as a result of the work performed hereunder, whether or not caused by negligence, and to reimburse the Corporation for any expenses (including, without limitation, attorneys' fees and disbursements) incurred as a result of such work.

- 3. All permitted work shall be completed expeditiously and all work must be completed within 30 days. In the event the work in not completed within such period, the shareholder shall pay to the Corporation \$100.00 for each calendar day that the work remains incomplete.
- 4. No work shall be done, except between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday. No work shall be done on Saturdays and Sundays and holidays. Any work that can produce unusual noises, which might be disturbing to building occupants, shall not be done before 10:00 A.M., Monday through Friday.
- 5. All precautions will be taken to prevent dirt and dust from permeating other parts of the building during the progress of the alteration. Materials and rubbish will be placed in barrels or bags, before being taken out of the apartment. All such barrels or bags, rubbish, rubble, discarded equipment, empty packing cartons and other materials will be taken out of the building and removed from the premises at my expense. I recognize that only the service elevator may be used for such removal and only at such times as the Superintendent of the building may direct. If the convenience of other tenants requires that the service elevators be operated on an "overtime" basis, I shall reimburse you for any wages or related expenses incurred in connection therewith.
- 6. I recognized that by granting consent to the work, you do not profess to express any opinion as to the design, feasibility or efficiency of the work.
- 7. My failure to comply with any if the provisions hereof shall be deemed a breach of the provisions of the Proprietary Lease, pursuant to which your consent has been granted, and, in addition to all other rights, you may also suspect all work and prevent workmen from entering my apartment for any purpose other than to remove their tools or equipment.
- 8. This agreement may nor be changed orally. Any questions regarding the alterations herein are to be directed to the Managing Agent. Building employees do not have the authority to orally change or allow to be changed, any terms of this agreement. All questions arising during the alterations should be directed to the Managing Agent. This agreement shall be binding on you, our personal representatives, and me and authorized assigns.
- 9. I shall cause my contractors and/or workers to use safe work practices during the work and take precautions to prevent the spread of dust and debris that may contain lead.
- (a) Such practices shall include (1) limiting access to the work area to only workers, (2) covering the work area with six mil polyethylene plastic or equivalent, (3) protecting the workers, (4) protecting my belongings by covering or removing them from the work area, (5) wetting the painted surfaces before

disturbing the paint and (6) wetting the debris before sweeping. My contractors and/or workers may nor use unsafe paint removal practices, including (1) open flame burning, (2) power sanding or sandblasting (unless a special vacuum attachment is used to contain dust), and (3) dry scraping more than a *de minimis* surface area (*de minimis* means an area of less than one square foot per room).

(b) No more than sixty (60) days prior to beginning renovation activities in the Apartment, the contractor shall provide the Shareholder with the Environmental Protection Agency (EPA) pamphlet entitlet PROTECTING YOUR FAMILY FROM LEAD IN THE HOME. (The 'pamphlet'). If the Apartment is occupied by other than the Shareholder, the contractor shall provide the occupant with the Pamphlet. The contractor shall be responsible for obtaining the Shareholder's or the occupant's written acknowledgement of receipt of the Pamphlet or a certificate of mailing evidencing it. The Shareholder hereby acknowledges that the Corporation has no liability or obligation in connection with this notification requirement of the EPA.

I shall cause my contractors and/or workers to perform specialized cleaning of the work area using methods designed to safely remove dust and debris which may contain lead.

I shall receive assurances acceptable to the Corporation from my contractors and/or workers that they have knowledge of lead-based paint hazards and they will perform the work and clean-up the work in a manner that will avoid creating lead-based paint hazards.

<del></del>	Shareholder
	Shareholder

PERMISSION GRANTED:

Stewart Hall, Inc.

By: \_\_\_\_\_\_

Name/Title:

## **EXHIBIT A**

to be reproduced on contractor's letterhead... letters and insurance are needed from all contractors and subcontractors as described herein. Exhibit A must be presented on contractor's letterhead.

Steward Hall, Inc. c/o Orsid Realty Corp 1740 Broadway, 2 <sup>nd</sup> f New York, NY 10019	loor			Date:
Attn: Donika Dodaj	Re: A	partment: ell Place, New Yor	k, New	_ (the "Apartment") York 10017
	Sharehol	lder:	<del></del>	(the "Shareholder")
Dear Sir/Madam:				
"Agreement") between	of an Apa n Stewart e terms of	rtment Decorating Hall, Inc. (the "Co the Agreement ar	Agreem rporation	ed and fully understood the nent dated, 200 (the n") and the Shareholder and (ii lles and regulations of the
from (a) the Corporation	on of the (	Corporation's or th	e Corpo	m against, or seek to recover pration's shareholders or (b) the gartners, guests,
damage to persons or the Agreement unless that Indemnified Party harmless the Indemnif and all liability, includir any person or damage	the loss of the loss of the loss of the unconfield Partie and legal control to the work of the loss of	by the perils withing damage is due to demage is due to demage is due to demage and all other occupats and expenses try, happening in counters such injury	the sco o the ca grees to cupants o on acc or arising or loss o	e "Indemnified Parties") for any ope of the policies described in prelessness or negligence of a defend, indemnify and hold of the building, against any ount of loss of life or injury to gout of or in any way relating of life or loss or damage to nat Indemnified Party.
				Sincerely,
				(Name of Contractor)
				Bv∙

Name:

Title:

# Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

# Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

1	and Lead-Based Paint Hazards	
Housing pose hea children a of known	arning Statement built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust calth hazards if not taken care of properly. Lead exposure is especially harmful to young and pregnant women. Before renting pre-1978 housing, landlords must disclose the preson lead-based paint and lead-based paint hazards in the dwelling. Tenants must also received pamphlet on lead poisoning prevention.	
Lessor's I	Disclosure (initial)  a) Presence of lead-based paint or lead-based paint hazards (check one below):	
	☐ Known lead-based paint and/or lead-based paint hazards are presents in the housing (explain).	
	Lessor has no knowledge of lead-based paint and/or lead-paint hazards in the housing.  Records and reports available to the lessor (check one below).	
	Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).	
	Lessor has no reports or records pertaining to lead-based and/or lead-based paint hazards in the housing.	
(c)	Acknowledgement (initial)  Lessee has received copies of all information listed above.  Lessee has received the pamphlet Protect Your Family from Lead in Your Home.	
Agent's Ac	cknowledgment (initial)	
(e)	Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4582 (d) and is aware of his/her responsibility to ensure compliance.	
Certificatio	on of Accuracy	
The following information	ing parties have reviewed the information above and certify, to the best of their knowledge, that the provided by the signatory id true and accurate.	e
Lessor	Date Lessor Date	

Lessee	Date	Lessee	Date
Agent	Date	Agent	Date

# Rider 13 LEAD PAINT COMPLIANCE AND DELIVERY CERTIFICATION

Effective June 1, 1999, if a renovation and/or repair i.e. plumbing repair, painting, scraping, patching of hole in a wall and/or ceiling will be required that disturbs an area that encompasses more that 2 square feet, then 'residents' (defined as shareholder(s)/unit owner(s)/resident(s)) notification will be required. All Notifications are the responsibility of the Renovator/Contractor(s).

Lead Based Paint Regulations: the renovator/contractor must supply you with a current copy of the pamphlet entitled "Protect Your Family From Lead in Your Home", and must complete the "Delivery Certification" required by HUD/EPA/HPD. The delivery certification must be served no less than 3 days prior to commencement of work, and no more than 60 days prior to commencement of work. This requirement must accompany your Alteration Agreement package for approval.

See attached copy of required form. This form will only be accepted if presented on Contractor letterhead.

Re: Alteration Agreement

Enclosed please find a copy of an alteration agreement for Stewart Hall, Inc.

Kindly complete and return to the undersigned with the following items:

1. Written scope of work.

2. Refundable damage deposit in the amount of \$1,500.00 made payable to Stewart Hall, Inc.

3. Nonrefundable processing fee of \$250.00 made payable to Orsid Realty Corp.

4. A certificate of insurance from general contractor and all subcontractors evidencing a minimum of \$1,000,000.00 commercial liability naming Stewart Hall, Inc., the shareholder and Orsid Realty Corp. as additional insureds. The certificate holder must be "Stewart Hall, Inc., c/o Orsid Realty Corp., New York, NY 10019. The certificate must also evidence workers compensation insurance.

Please be reminded that if your scope of work is extensive, the Board will possibly request that the plans be reviewed by the building's architect/engineer. The cost of the review and any field inspections will be billed to you accordingly.

All work will be stopped if it is found that the work being performed is going beyond the scope of the work that was described in the alteration agreement.

Window installations in the front of the building shall be either double hung, six over six, one over one or casements. Windows must be black. Plastic muttons are not permitted. Details of the proposed installation must include head jamb, sill, exterior elevation, materials, color and window specifications.

Regardless of the type of work being performed, shareholders are responsible for assuring that their work does not result in additional work for building staff or inconvenience to neighbors.

Each day, all common areas, including the hallway and service area, must be cleaned and all material brought downstairs and not left in the service area.

To further minimize the concern or inconvenience that may arise from construction, the board has asked that you notify all neighbors that may be affected by a renovation as to the type of work being done and the approximate length of time they can expect the job to take. A sample letter has been enclosed for your convenience.

If you have any additional questions, please do not hesitate to call my office (212) 484-3757 or e-mail donikad@orsidr.com.

Thank you. Very truly yours,

Donika Dodaj Alterations Administrator

# NOTIFICATION TO NEIGHBORS

To:	Mr. and Mrs.
	Apartment
Re:	Alteration of our Apartment
Dear N	leighbor:
COMMI	
renova	tion of our apartment in the building.
Howev	Il instruct our contractors to exercise care to minimize the noise during action.  er, it would be impossible to eliminate all the noise completely and hope you will and and bear with us during this period.
We exp	pect that the renovation will be completed within calendar days.
you for	
you and	nages you sustain as a result of the renovation. For this purpose we request that ow the superintendent or our designated representative to inspect your apartment commencement of work.
Please o	contact us to schedule an inspection.
Very tru	aly yours,
·······	
	)
Office (	)

# STEWART HALL, INC. 10 MITCHELL PLACE NEW YORK, NEW YORK 10017

## ALTERATION OF APARTMENT

You have asked Stewart Hall, Inc. (The "Corporation") for its written consent to the making of certain alterations (the "Alterations") to **Apartment**. You have submitted to the Corporation, for its approval; in substantially final form, the plans and specifications annexed hereto (the "Plan") for the alterations.

The Corporation hereby approves the plans and consents to the making of the Alterations of the following terms and conditions:

- 1. Before any Alterations shall be started:
- A. Before commencing any work, the contractor will furnish us with Certificates of Insurance against liability for injury to person, damage to property, and Workman's Compensation insurance coverage, the liability and property to name the Stewart Hall, Inc. and the Managing Agent as insureds.
- B. Work must be done by licensed plumber and electricians only. You shall furnish to the Corporation a letter form the licensed workers indicating their names, license number and insurance coverage. Licensed in the City of New York. You will give the Superintendent a minimum of (72) hours advance notice prior the commencement of any plumbing work.
- 2. You shall assume all responsibility for the Alterations and agree that neither the Corporation nor the Managing Agent will be responsible for failure of efficient performance of building services to the Apartment resulting form the Alterations. You agree to assume all responsibility for the weather-tightness of any installation affecting exterior walls or roofs and the waterproofing of all heating, plumbing, air-conditioning and other equipment installed, or altered, by you, during the balance of your lease term.
- 3. All work referred to herein shall be done in good workmanlike manner and shall comply with all the rules and regulations. You shall obtain or cause your plumber, electrician or other contractor to obtain any permit or license which shall be necessary in connection with such work
- 4. The Alterations and materials used shall be of the quality and style in keeping with the general character of the Building. You are to take all precautions to prevent, and you assume all risk for, all damage to the Building, its mechanical system, and property of all other tenants and occupants in the Building, which result from or may be attributable to the Alterations. All demolition, reconstruction and installation work, as set forth in the Plans, shall be performed and completed \_\_\_\_\_\_ days from the date hereof.

- 5. Window installations in the front of the building shall be either double hung, six over six, one over one or casements. Windows must be black or dark bronze. Plastic muttons are not permitted. Details of the proposed installation must include head jamb, sill, exterior elevation, materials, color and window specifications.
- 6. The Alteration(s) will be performed only between the hours of 9:00 a.m. and 5:00 p.m. and work, which will produce unusual noise, which might be, disturbing to other tenants, shall not commence before 10:00 a.m. and may be done only Monday through Friday. No work may be done of legal holidays except by special permission of the Board. All rubbish, rubble, discarded equipment of other materials, empty packing cartons, etc. are to be promptly removed from the Building, at your sole expense and cost, in such manner as the Superintendent of the Building shall direct. You shall see to it that all precautions shall be taken to prevent dirt and dust from permeating other parts of the Building, or other apartments in the Building during the process of the Alterations.
- 7. The entire cost of the Alterations, including the cost of the Plans, and the procurement of all required approvals shall be paid in full by you within thirty days after the completion of the Alterations. If, for any reason whatever, one or more mechanic's liens are filed for work done, or material furnished in connection with the Alterations, you shall at you sole expense cause such mechanic's lien of liens to be discharged. If you fail to discharge said mechanic's lien or liens, the Corporation may exercise all rights and remedies reserved to it in your Proprietary Lease.
- 8. By executing this Agreement you undertake to indemnify and hold harmless the Corporation, the Managing Agent and the tenants and occupants in the Building, against any claims for damage to persons or property suffered as result of the alterations whether or not caused by negligence, and any expenses (including without limitation, attorneys fees and disbursements) incurred by the Corporation in connection therewith. If requested, you shall procure a bond or agreement from an insurance company, acceptable to the Corporation, insuring performance by you of the provisions of this paragraph.
- 9. In granting the consent requested, it is understood that the Corporation makes no representations as to the design, feasibility or efficiency of the Alterations. If the operation of the Building, or any of its equipment is in anyway adversely affected by reason of the Alterations, you agree at your sole cost and expense to promptly remove the cause thereof upon being advised thereof by the Board of Directors or the Managing Agent.
- 10. The Managing Agent and Board of Directors may suspend all work authorized hereby, if you fail to comply with the terms of your Proprietary Lease of the House Rules applicable to the Alterations, or the terms hereof.
- 11. This agreement may not be changed orally.

- 12. Under no circumstances will said work interfere with the normal operations of the Building, and your contractor/workers will follow the instructions of the building superintendent as to the use of the service elevator.
- 13. The Corporation reserves the right to obtain an independent engineer or architect to review the plans at a cost which shall be charged to you.
- 14. The shareholder hereby agrees to pay with signing of the document at \$1,500.00 deposit payable to Stewart Hall, Inc. which is to be held until the completion of the alteration. This deposit shall be used for any damages done to any areas of the building. If damages to these areas exceed this amount, the balance shall immediately be due as additional maintenance payment.
- 15. Shareholder must notify neighbors above, below and on each 48 hours prior to commencement of work.
- 16. Contractor must notify Building Superintendent 48 hours in advance for water shutdown.
- 17. If the "shareholder or contractor changes the scope of work at any time during the construction period without permission of the Managing Agent and the Board, the work will stop until all proper drawing, plans, etc. have been submitted and approved. Any change in the scope of the work that was not previously authorized must be approved by the Managing Agent and/or the Board. Failing to obtain such approval, the Managing Agent and/or the Board has the right to have the superintendent stop all work on he premises.
- 18. In the event that a contractor causes any damage to the building or other apartments, the shareholder will be held responsible for any our of pocket expense incurred by the corporation, including but not limited to the building's insurance deductible.

Shareholder (If shares are jointly held, both shareholders must sign)

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## Rider 1 PUMBING RULES REVISED 8-29-07

### **PLUMBING RULES**

- 1. Washing machines (and dryers) are only allowed to be installed in combined apartments that have had a kitchen or bathroom removed.
- 2. All work must be performed by licensed plumbers.
- 3. Check valves must be installed on all branch water lines installed or replaced.
- 4. Where new plumbing fixtures are installed or branch piping exposed or when replacing entire floors in kitchens and bathrooms, piping must be replaced from the fixture to the building's risers and stacks, and riser shut-off valves must be replaced.
- 5. All washing machines and dishwashers require check valves.
- 6. All piping (including both supply and waste lines) shall, if exposed during the course of an alteration, be replaced to, and including, its point of connection with a main.
- 7. Moving of gas and water risers, waste stacks, vents and leaders is not permitted. Moving of steam and return risers is not permitted. The Corporation will not permit relocation of any utility or piping serving the building or any other individual tenant.
- 8. Bathroom renovations must include lead pan (or equivalent) replacement in the shower areas.
- 9. No Jacuzzi/whirlpool tub will be permitted.
- 10. Assuming that approval has been given by the Corporation, tenant/shareholder agrees that any clothes washer shall be installed over a copper pan (or approved equivalent) with a water-bug alarm and automatic shut-off as a safety feature in case of leaks or overflow. Only efficiency front-loading, "low suds" clothes washers are allowed. Only electric and "vent-less" dryers are allowed.

Plumbing riser diagrams may be required for review.