



# Garthchester Realty

www.GarthchesterRealty.com

440 Mamaroneck Ave., Suite S 512  
Harrison, New York 10528  
(914) 725-3600 F: (914) 725-6453

98-20 Metropolitan Ave., Suite 1  
Forest Hills, New York 11375  
(718) 544-0800

## 2 BRONXVILLE ROAD OWNERS, INC.

(rev. 9/2023)

### APPLICATION FOR PURCHASE

Return to: Garthchester Realty  
440 Mamaroneck Ave., S-512  
Harrison, NY 10528

### INSTRUCTIONS

1. Please complete all sections of the application. If a section is not applicable to you, so state.
2. Purchaser must provide **one (1)** copy of the following documents prior to the Board considering the application. ***Please do not bind, staple or print double-sided.***
  - a. fully completed application with all attached forms signed
  - b. a signed copy of your last two (2) years Federal tax returns with all schedules attached. Also a copy of all W-2's submitted with the tax return, as well as last two pay stubs
  - c. copies of latest bank statements
  - d. two (2) personal letters of reference and two (2) professional letters of reference for each applicant.
  - e. letter of reference from your present employer stating annual salary and length of employment
  - f. letter of reference from current landlord or managing agent
  - g. fully executed contract of sale, together with any riders thereto
  - h. a copy of your bank mortgage commitment if financing is being obtained

*The information and forms provided on this website are subject to change and may, therefore, not be the most current versions. Accordingly, users of this site are advised to check the date of the forms to make sure it is the most current. Garthchester Realty hereby disclaims responsibility for the reliance by any users of this site on the information contained herein without independent verification of its accuracy.*

3. The application, documents and a non-refundable application fee, payable to Garthchester Realty, in the sum of Four Hundred and Fifty (\$450.00) Dollars **plus** One Hundred Fifty (\$150.00) Dollars **per person** (for a credit/background check) must accompany your application. These fees are non-refundable.
4. The Board reserves the right to request additional information prior to considering your application.
5. By submitting this application for the Board's consideration, you are representing that all statements contained therein are true to the best of your knowledge and are authorizing the Board to verify all statements, including the Board obtaining a current credit report.
6. Where there is more than one purchaser, the information requested is to be answered by all purchasers.
7. The purchaser(s) and all persons to reside at the residence will be required to attend a personal interview with the members of the Admissions Committee of the Board of Directors prior to the committee's moving on the application.

**\*NO APPLICATIONS ACCEPTED ON FRIDAYS AFTER 12PM.**

## **2 BRONXVILLE ROAD OWNERS INC.**

### **APPLICATION TO PURCHASE SHARES OF THE CORPORATION**

#### **NOTICE**

Article II of Chapter 700 of the Laws of Westchester County, known as the Westchester County Fair Housing Law, prohibits discrimination in housing accommodations on the basis of a person or persons' actual or perceived race, color, religion, age, national origin, alienage or citizenship status, ethnicity, familial status, creed, gender, sexual orientation, marital status, disability, source of income, or status as a victim of domestic violence, sexual abuse, or stalking.

Section 700.21-a of the Westchester County Fair Housing Law governs applications to purchase shares of stock in cooperative housing corporations, and applies to this application. Under this section, the cooperative housing corporation is required to comply with the following deadlines:

1. Within fifteen days of the receipt of this application, the cooperative housing corporation must either acknowledge that it has received a complete application, or shall notify you of any defect in the application.
2. If you are notified of any defect in the application, within fifteen days of the receipt of the corrected application the cooperative housing corporation must either acknowledge that it has received a complete application, or shall notify you of any defect in the application.
3. Within sixty days of receipt of a complete application, the cooperative housing corporation must approve or deny your application, and provide written notice thereof.
4. If your application is denied, the cooperative housing corporation is required to provide notice to the Westchester County Human Rights Commission, including your contact information.

**2 BRONXVILLE ROAD OWNERS INC.**  
**SUGGESTED MINIMUM REQUIREMENTS**

THE FOLLOWING CRITERIA ARE ONLY SOME OF THE FACTORS THE BOARD TAKES INTO CONSIDERATION WHEN REVIEWING APPLICATIONS. THIS IS NOT A COMPLETE LIST.  
IN REACHING A DECISION, THE WEIGHT GIVEN BY THE BOARD TO EACH OF THE CRITERIA MAY VARY.

- |   |  |
|---|--|
| 1. Credit Score:                                | Minimum 725 for at least one applicant.<br>Minimum 700 for all others.   |
| 2. Percentage of Purchase Price to be financed: | Maximum 85%.   |
| 3. Debt-to-Income:                              | No more than 35% gross income is payable for all outstanding debt, including principal and interest on loans (car, student, credit cards, etc.) and coop maintenance and assessment. |
| 4. Reserves after closing:                      | Minimum 12 months of maintenance in liquid assets or 18 months of maintenance in liquid and or IRA, 401K or 403B accounts.   |
| 5. Use of the apartment as a residence.         |  |

Current

Owner: \_\_\_\_\_

Telephone: \_\_\_\_\_

Apt No.: \_\_\_\_\_

2 BRONXVILLE OWNERS, INC.

COOPERATIVE HOUSING  
APPLICATION

NAME \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

NAME \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

ADDRESS \_\_\_\_\_ Zip \_\_\_\_\_

Phone: Home \_\_\_\_\_ Business: \_\_\_\_\_

Check One: Rent \_\_\_\_\_ Home Owner \_\_\_\_\_ Other \_\_\_\_\_ Explain \_\_\_\_\_

If Rent: Landlord Name \_\_\_\_\_ Tel. \_\_\_\_\_

No. of rooms \_\_\_\_\_ No. of bedrooms \_\_\_\_\_ Monthly rent or carrying charge \$ \_\_\_\_\_

Years at present address \_\_\_\_\_ If less than 2 years at  
present, give former address \_\_\_\_\_

No. of pets \_\_\_\_\_ Type of Pet \_\_\_\_\_

Do you desire a garage space \_\_\_\_\_ No. of spaces \_\_\_\_\_

Title to be held in what names: \_\_\_\_\_

Source of downpayment and settlement charges: \_\_\_\_\_

PERSONS TO RESIDE IN APARTMENT: No. of persons \_\_\_\_\_

Name	Relationship
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1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

EMPLOYMENT DATA (Purchaser)

Current Employer \_\_\_\_\_ Position/Title \_\_\_\_\_

Address \_\_\_\_\_ Dates Employed \_\_\_\_\_ / \_\_\_\_\_  
From To  
Current Salary \_\_\_\_\_

Phone # \_\_\_\_\_ Supervisor's Name \_\_\_\_\_

Previous Employer \_\_\_\_\_ Position/Title \_\_\_\_\_

Address \_\_\_\_\_ Dates Employed \_\_\_\_\_ / \_\_\_\_\_  
From To  
Salary \_\_\_\_\_

Phone # \_\_\_\_\_ Supervisor's Name \_\_\_\_\_

(Co-Purchaser)

Current Employer \_\_\_\_\_ Position/Title \_\_\_\_\_

Address \_\_\_\_\_ Dates Employed \_\_\_\_\_ / \_\_\_\_\_  
From To  
Current Salary \_\_\_\_\_

Phone # \_\_\_\_\_ Supervisor's Name \_\_\_\_\_

Previous Employer \_\_\_\_\_ Position/Title \_\_\_\_\_

Address \_\_\_\_\_ Dates Employed \_\_\_\_\_ / \_\_\_\_\_  
From To  
Current Salary \_\_\_\_\_

Phone # \_\_\_\_\_ Supervisor's Name \_\_\_\_\_

FINANCIAL DATA

Source of down payment and settlement charges \_\_\_\_\_

THESE QUESTIONS APPLY TO ALL PURCHASERS/SUBLETEES

If a "yes" answer is given to a question in this column, explain on an attached sheet.

	<u>Purchaser</u> <u>Yes or No</u>	<u>Co-Purchaser</u> <u>Yes or No</u>
Have you any outstanding judgments?	_____	_____
In the last 7 years, have you been declared bankrupt?	_____	_____
Have you had property foreclosed upon or given title or deed in lieu thereof?	_____	_____
Are you a co-maker or endorser on a note?	_____	_____
Are you a party in a law suit?	_____	_____
Are you obligated to pay alimony, child support, or separate maintenance?	_____	_____
Is any part of the down payment borrowed?	_____	_____

DESCRIBE OTHER INCOME

NOTICE: Alimony, child support or separate maintenance income need not be revealed if the Purchaser or Co-Purchaser does not choose to have it considered as a basis for paying maintenance charges:

	Monthly Amount
_____	\$ _____
_____	\$ _____
_____	\$ _____

DETAILS OF PURCHASE

a. Purchase price*	\$ _____
b. Total closing costs (est.)	\$ _____
c. Total (a + b)	\$ _____
d. Amount of financing	\$ _____
e. Other financing	\$ _____
f. Amount of cash deposit	\$ _____
g. Cash reqd. for closing (est.)	\$ _____

If applicable, explain other financing or other equity (provide addendum if more space is needed.)

\*Copy of Contract of Sale to be submitted with this application

Estimated closing date: \_\_\_\_\_

MAXIMUM 80% FINANCING



PERSONAL FINANCIAL STATEMENT (Monthly Income Statement)

	Applicant 1	Applicant 2
Gross Monthly Wages	_____	_____
Gross Monthly Other Income	_____	_____
<b>Total Monthly Income</b>	_____	_____
 <u>MONTHLY EXPENSES</u>		
Credit Cards/Loans	_____	_____
Auto Loans/Leases	_____	_____
Monthly Maintenance This Purchase	_____	_____
Mortgage Payments This Purchase	_____	_____
Auto/Homeowners Insurance	_____	_____
Alimony	_____	_____
Child Support	_____	_____
Liens/Judgments	_____	_____
Tuition/School Loans	_____	_____
Travel/Commuting Expenses	_____	_____
Phone/Cable	_____	_____
Electric	_____	_____
Other Monthly Payments	_____	_____
<b>Total Monthly Payments</b>	_____	_____

Balance Sheet at the Last Day of Month Immediately  
Preceding Date of Application

ASSETS

Contract deposit for this apartment	\$ _____
Checking Accounts (Note 1) (Not including contract deposit)	_____
Savings Account (Note 1) (Not including contract deposit)	_____
Marketable Securities (Note 2)	_____
Life Insurance Net Cash Value	_____
Non-Marketable Securities (Note 2)	_____
Real Estate Owned (Note 3)	_____
Automobiles/Pleasure Craft Owned (Note 4)	_____
Vested Interest in Retirement Fund (Note 5)	_____
Net Worth of Business Owned (Note 5)	_____
Furniture and Personal Property	_____
Notes Receivable	_____
Other Assets (Note 5)	_____
A. TOTAL ASSETS	\$ _____

LIABILITY

Installment Debt Payable (Note 6)	\$ _____
Other Unsecured Loans (Note 6)	_____
Mortgage Loans (Note 6)	_____
Automobiles/Pleasure Craft Loans (Note 6)	_____
Other Secured Loans (Note 6)	_____
Other Liabilities (Note 7)	_____
B. TOTAL LIABILITY	_____
Net Worth	_____
TOTAL LIABILITIES & NET WORTH (A-B)	\$ _____

(The Notes on the attached page are part of this Balance Sheet and must be completed.)

NOTES TO BALANCE SHEET

Note 1                      Account #                      Name & Address of Banking Institution                      Balance

Checking 1)  
Checking 2)  
Savings 1)  
Savings 2)

\$

Note 2                      No. Shares                      Type Security                      Issuer                      Market Value                      Monthly Dividend/Interest

Note 3                      Address of Property                      Type of Property                      Cost of Property                      Present Market Value                      Amount of Mortgage & Loans

Monthly Gross Rental Income                      Monthly Mortgage Payments                      Monthly Taxes, Insurance, Maintenance & Misc. Payments                      Monthly Net Rental Income

\$

Note 4                      Make, Year & Plate # of Vehicle                      1)                      2)

Note 5                      Briefly Describe other Assets \_\_\_\_\_  
\_\_\_\_\_

Note 6                      Please provide the following for all Debt (Credit cards, student loans, bank loans, etc.)

Creditor's Name & Address                      Account Number                      Monthly Payments                      Months Left                      Unpaid Balance

NOTE: Briefly describe any other liabilities: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2 BRONXVILLE OWNERS, INC.  
COOPERATIVE HOUSING APPLICATION

REFERENCES

A. List below 3 personal references:

	<u>NAME</u>	<u>ADDRESS</u>	<u>TELEPHONE</u> <u>DAY</u>	<u>NO.</u> <u>NIGHT</u>
1.				
2.				
3.				

B. List below 3 business references:

	<u>NAME</u>	<u>ADDRESS</u>	<u>TELEPHONE</u> <u>DAY</u>	<u>NO.</u> <u>NIGHT</u>
1.				
2.				
3.				

C. List below your immediate supervisor where you work:

	<u>NAME</u>	<u>ADDRESS</u>	<u>TELEPHONE NO.-DAY</u>
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I certify statements made in this application have been examined by me and to the best of my knowledge and belief are true, correct and complete. I have no objection to inquiries to any person or institution being made for the purpose of verifying the facts herein stated. I understand that the filing of this application does not in any way bind the Cooperative Corporation to consent to the assignment of this apartment to me.

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Purchaser's Signature

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Date

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Co-Purchaser's Signature

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Date

# COMPLETE ONE PER APPLICANT

## AUTHORIZATION FOR THE RELEASE OF CONSUMER CREDIT REPORT INFORMATION TO THE FOLLOWING COMPANY OR CORPORATION

I \_\_\_\_\_ hereby authorize Garthchester Realty and the agencies used by this company or corporation, the release of, and/or permission to obtain and review, full consumer credit report information from the credit reporting agencies and/or their *vendors*. Without exception this authorization shall supersede and retract any prior request or previous agreement to the contrary. Copies of this authorization, which show my signature, have been executed by me to be as *valid* as the original release signed by me.

Compliance by the Subscriber with all provisions of the Federal Fair Credit Reporting Act (Public Law 91-508, 15 U.S.C. Section 1681ET SEQ., 604-615) and the Consumer Credit Reporting Act (California Civil Code Sec. 1785.1-1785.34) or other jurisdictional requirements. Information will be requested only for the Subscriber's exclusive use, and the Subscriber will certify for each request the purpose for which the information is sought and that the information will be used for no other purposes.

X BY WRITTEN AUTHORIZATION OF THE CONSUMER TO WHOM IT RELATES

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

Social Security Number: \_\_\_\_\_ Phone #: \_\_\_\_\_

Current Address:

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

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**2 BRONXVILLE ROAD OWNERS, INC.  
AMENDMENTS TO PROPRIETARY LEASE  
BUILDING WIDE SMOKING BAN AMENDMENT  
Effective March 12, 2019**

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Amended and modified, any and all references and/or provisions in the Proprietary Lease of 2 Bronxville Road Owners, Inc., (the "Corporation" or "Lessor"), with respect to the use and occupancy of the Premises to provide for a Building Wide Smoking Ban, as follows:

Paragraph 14 entitled, "Use of Premises", shall be amended to insert a new provision, to be known as Paragraph 14A, entitled, "Building Wide Smoking Ban Amendment", as follows:

**Paragraph 14A - Building Wide Smoking Ban Amendment:** The Lessor has adopted a Building Wide Smoking Ban, thereby changing the Premises at 2 Bronxville Road, Bronxville (Yonkers) , New York 10708, to a smoke free Building, which specifically prohibits smoking in all parts of the Building, including all Apartments, as well as terraces, balconies, maid's room, portions of the roof and patios adjacent to any such Apartment, as well as the enclosed common areas of the Building, including, but not limited to, the Building entry, lobby, hallways, corridors, storage areas, garages, rooftops and courtyards. Moreover, in accordance with the foregoing, outdoor smoking is strictly prohibited, except for a restricted smoking area, if any, specifically designated by the Board of Directors of the Lessor, if at all, which smoking area shall not be within thirty (30') feet of any entry door or window of an Apartment, unless such thirty (30') feet distance is less than the distance to an abutting public street and/or public sidewalk, and in that case, the ban is to the border of the end of the boundary line of the Lessor and the beginning of the boundary line of the location of such public street and/or public sidewalk. Accordingly, this Paragraph prohibits the Lessee and anyone residing in the Apartment or visiting the Apartment or in or visiting the Building from allowing or permitting smoking, and/or causing or otherwise creating the migration of secondhand smoke and/or noxious odors emanating from the Building or emanating from his/her Apartment, including terraces, balconies, maid's room, portions of the roof and patios adjacent to such Apartment, and into the common areas of the Building, interior or exterior, and/or other Apartments located within 2 Bronxville Road, Bronxville , New York 10708.

The Building Wide Smoking Ban Amendment set forth herein is applicable to all Shareholders, Lessees, residents, occupants, subtenants, roommates, guests, visitors, invitees, licensees, employees, contractors, care givers and service personnel, including members of their immediate family, and all persons dwelling or visiting the Apartment and/or Building, (hereinafter collectively referred to as the "Resident").

The term "smoking" means, and shall be interpreted to include, inhaling, exhaling, breathing, chewing or carrying a lit cigar, lit cigarette, lit pipe or other tobacco product, nicotine substance or any similar type of lit or ignited product, material and/or controlled substance that causes or creates smoke or fumes or vapors or noxious odors, including all types of electronic smoking devices, such as E-cigarettes or vaping, in any manner, type or form.

In furtherance hereof, the failure and/or refusal to act in compliance with this Building Wide Smoking Ban Amendment shall constitute a material default and substantial breach by the Lessee under the Proprietary Lease and the Lessor shall be duly authorized and empowered to obtain compliance and enforce the Building Wide Smoking Ban Amendment, including but not limited to, the commencement of litigation against the Lessee, termination of the defaulting Lessee's Proprietary Lease and obtaining ownership of the Shares of Stock, as well as the imposition against the Lessee of administrative fees.

The adoption of this Building Wide Smoking Ban Amendment and the efforts to designate the Building as smoke-free Building does not make the Lessor, its Board of Directors, Officers, or Managing Agent, the guarantor or insurer of any Lessees'/Shareholders'/Residents' health and/or the continued smoke-free condition of the Building and the compliance of the Lessees/Shareholders/Residents. Furthermore, the inability or failure by the Lessor to effectively enforce one or more provisions of the Building Wide Smoking Ban Amendment and/or respond to a complaint filed regarding smoke or odors shall not be construed as a breach of the Proprietary Lease or breach of the warranty of habitability or the covenant of quiet enjoyment, nor shall it be deemed to be a constructive eviction, or entitle the Lessee (Shareholder) an abatement, offset or reduction with respect to the payment of maintenance charges or assessments and/or create or permit any cause of action by any of the above persons against the Lessor, its Board of Directors, Officers, or Managing Agent with respect to any claim arising thereunder.

**Paragraph 7 - Penthouse, Terraces and Balconies, shall be amended as follows:**

The following language shall be inserted at the end of Paragraph 7, as follows:  
Notwithstanding the foregoing, the Lessee, Lessee's guests, visitors, occupants, sub-tenants and Residents shall be required to act in compliance with the Building Wide Smoking Ban and specifically prohibited from smoking in the Apartment, as well as from smoking on and/or in the terraces, balconies, maid's room, portions of the roof and patios adjacent to such Apartment.

**Paragraph 10 - "Quiet Enjoyment", shall be amended as follows:**

The following language shall be inserted at the end of Paragraph 10, as follows:  
Notwithstanding the foregoing, the Quiet Enjoyment of the Apartment by the Lessee and Residents shall specifically exclude the right of the Lessee to smoke in the Apartment. Accordingly, the Lessee shall be required to act in compliance with the Building Wide Smoking Ban and is specifically prohibited from smoking inside Apartments, including the terraces, balconies, maid's room, portions of the roof and patios adjacent to such Apartment, and in/on the enclosed common areas of the Lessor's Building, except for smoking in a restricted smoking area specifically designated by the Board of Directors, if any, which smoking area shall not be within thirty (30') feet of any entry door or window of an Apartment, unless such thirty (30') feet distance is less than the distance of an abutting public street and/or public sidewalk, and in that case, the ban is to the border of the end of the boundary line of the Lessor and the beginning of the boundary line of the location of such public street and/or sidewalk.

**Paragraph 16 - Assignment, shall be amended as follows:**

The following language shall be inserted at the end of Paragraph 16(e), further Assignment or Sub-Letting, as follows:

In accordance with the passage of the Building Wide Smoking Ban, all new prospective Lessees purchasing Apartments and all new prospective Sub-Tenants and all Residents seeking to occupy Apartments must represent and certify in writing, as a condition to purchase or sublet or occupy an Apartment, that the Lessee and/or Sub-Tenant and all other Residents of the Apartment are non-smokers, or if smokers, are able to, and will, abide with the Building Wide Non Smoking Policy and as such are required to act in compliance with the Building Wide Smoking Ban; and will neither smoke in, nor allow smoking in the Apartment, including the terraces, balconies, maid's room, portions of the roof and patios, adjacent to such Apartment, and in the enclosed common areas of the Lessor's Building. Moreover acknowledge and comply with the Policy which states that outdoor smoking is strictly prohibited, except for a restricted smoking area specifically designated by the Board of Directors, if any, which smoking area shall not be within thirty (30') feet of any entry door or window of an Apartment, unless such thirty (30') distance is less than the distance to an abutting public street and or public sidewalk, and in that case, the ban is to the border of the end of the boundary lines of the Lessor and the beginning of the boundary line of



the location of such public street and/or sidewalk. The Lessor reserves all of its rights and remedies and is hereby authorized to rescind and repeal any prior subletting approval in the event that it is determined that the certification by such subtenant or member of his/her immediate family or other permitted occupant was a false certification or such certification is no longer true.

**Paragraph 18 entitled, Repairs by the Lessee shall be amended as follows:**

The following language shall be inserted at the end of Paragraph 18(b), Odors and Noises as follows:

The Lessee shall not permit, suffer or allow smoking in the Building or the Apartment, including terraces, balconies, maid's room, portions of the roof and patios, adjacent to such Apartment, as well as the enclosed or open common areas of the Building, including, but not limited to, the Building entry, lobby, hallways, corridors, elevator, garages, rooftops, pool area and courtyards, and shall neither cause nor create secondhand smoke, noxious odors, fumes or vapor related to a lit cigar, lit cigarette, lit pipe or other tobacco product, nicotine substance or a similar type of lit or ignited product, material and/or controlled substance that causes or creates smoke, fumes, vapors or noxious odors, including all types of electronic smoking devices, such as an E-cigarettes or vaping, in any manner, type or form.

**Paragraph 24 entitled, Cooperation, shall be amended as follows:**

The following language shall be inserted at the end of Paragraph 24, as follows:

The Lessee and each Resident shall be required to fully cooperate, acting in good faith, to comply with the Building Wide Smoking Ban and all such persons are specifically prohibited from smoking inside Apartments, as well as the terraces, balconies, maid's room, and portions of the roof and patios, adjacent to such Apartment, and in the enclosed common areas of the Lessor's Building. Moreover, outdoor smoking is strictly prohibited, except for a restricted smoking area specifically designated by the Board of Directors, if any, which smoking area shall not be within thirty (30') feet of any entry door or window of an Apartment, unless such thirty (30') distance is less than the distance to an abutting public street and/or public sidewalk, and in that case, the ban is to the end of the boundary line of the Lessor and the beginning of the boundary line of the location of the public street and/or sidewalk.

**Paragraph 31 entitled, Termination of Lease by Lessor shall be amended as follows:**

The following language shall be inserted at the end of Paragraph 31(f), Objectionable Conduct, as follows:

"The failure and/or refusal of the Lessee and Resident in the Apartment to act in compliance with the Building Wide Smoking Ban Amendment shall constitute Objectionable Conduct on the part of the Lessee, and thereby entitle the Lessor to terminate the Proprietary Lease and cancel the ownership of the Shares of Stock"

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**CERTIFICATION OF ACKNOWLEDGMENT AND COMPLIANCE**

**2 BRONXVILLE ROAD OWNERS, INC.  
AMENDMENTS TO PROPRIETARY LEASE  
BUILDING WIDE SMOKING BAN AMENDMENT  
Effective March 12, 2019**

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I/We, \_\_\_\_\_, acknowledge receipt of the Amendments to the Proprietary Lease of 2 Bronxville Road Owners, Inc., effective March 12, 2019, and the adoption of a building wide smoking ban.

I/We hereby represent and certify in writing, as a condition to purchase or sublet or occupy an Apartment, that the Lessee and/or Sub-Tenant and all other Residents of the Apartment are non-smokers, or if smokers, are able to, and will, abide with the Building Wide Non Smoking Policy and as such are required to act in compliance with the Building Wide Smoking Ban; and will neither smoke in, nor allow smoking in the Apartment, including the terraces, balconies, maid's room, portions of the roof and patios, adjacent to such Apartment, and in the enclosed common areas of the Lessor's Building. Moreover, I/we acknowledge and will comply with the Policy which states that outdoor smoking is strictly prohibited, except for a restricted smoking area specifically designated by the Board of Directors, if any, which smoking area shall not be within thirty (30') feet of any entry door or window of an Apartment, unless such thirty (30') distance is less than the distance to an abutting public street and or public sidewalk, and in that case, the ban is to the border of the end of the boundary lines of the Lessor and the beginning of the boundary line of the location of such public street and/or sidewalk. I/We further acknowledge that the Lessor reserves all of its rights and remedies and is hereby authorized to rescind and repeal any prior subletting approval in the event that it is determined that the certification by such subtenant or member of his/her immediate family or other permitted occupant was a false certification or such certification is no longer true.

ACKNOWLEDGED, AGREED & CONSENTED TO:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Board of Directors  
2 Bronxville Road Owners Inc.  
c/o Garthchester Realty  
440 Mamaroneck Ave, S-512  
Mamaroneck, NY 10528

Re: Moving Procedures

Dear Sirs:

I understand that I must notify Garthchester Realty Ltd. in writing, not less than one week prior to the actual move. Notices should be addressed to Garthchester Realty, 440 Mamaroneck Avenue, Harrison, NY 10528. **NO MOVING WILL BE PERMITTED ON WEEKENDS OR HOLIDAYS**; moving is allowed Monday through Friday, 9:00 a.m. – 6:00 p.m. All move-ins/outs and deliveries can only be made through the basement entrance.

Further, the party moving in and the moving company must notify the superintendent two days prior to the actual move. The superintendent's telephone number is 793-2348.

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Dated: \_\_\_\_\_

The Board of Directors  
2 Bronxville Owners Inc.  
c/o Garthchester Realty  
440 Mamaroneck Avenue, S-512  
Scarsdale, N.Y. 10583

Dear Sirs:

I have read the Proprietary Lease of 2 Bronxville Owners Inc. and will abide by all the rules and regulations as set forth. Specifically, any apartment construction/renovation plans will be submitted to the cooperative's managing agent for approval prior to the commencement of any work.

I further understand that it is the responsibility of the shareholder to maintain the tile and grouting in the bathroom(s) in such a manner that no water leaks into the apartment below or the common areas of the building.

I further agree to maintain and provide satisfactory evidence of liability insurance on my apartment

I have read the Pet Policy (copy attached) and agree to abide to the conditions and requirements set forth pertaining to any and all pets.

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DATED: \_\_\_\_\_

**2 Bronxville Road Owners Inc.**

**House Rules  
For Pets**

- (17) The Board of Directors reserves the right, in it's discretion, to restrict or approve, any type of pet to live in the building.**
- a) The board of Directors must be notified when you are getting or bringing a pet or wishing to replace one to live in the building.**
  - b) All pets must be on a leash or carrier while in any common area of the building.**
  - c) Pet owners and pets will extend common courtesy to any shareholder/person while in common areas of the building. (i.e hallways, elevators, parking lots )**
  - d) No pet shall be permitted to urinate or defecate anywhere on building property. In the event of an "accident" the pet owner will be liable and responsible to clean the area.**
  - e) Residents/shareholders who own a pet are liable and responsible for any damages to the building or premises caused by their pet.**
  - f) Residents/shareholders who own pets are responsible to curtail excessive noise (i.e barking ) from such pets even when resident/ shareholder is not at home.**

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**2 BRONXVILLE ROAD OWNERS INC.**

**PET POLICY**

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**PET APPLICATION FORM**

**Resident/Pet Owner's Name:** \_\_\_\_\_

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

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

**PET INFORMATION**

**Name:** \_\_\_\_\_ **Age:** \_\_\_\_\_

**Breed:** \_\_\_\_\_ **Color:** \_\_\_\_\_

**Size/Weight** \_\_\_\_\_

*Attach a copy of the Vaccination Documentation*

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**IN WITNESS WHEREOF**, by executing this Pet Policy, the Resident accepts and assumes the responsibility for compliance with the Pet Policy and agrees to fully comply with all the provisions set forth hereinabove.

**Resident**

**Resident**

**By:** \_\_\_\_\_  
**Name/Date**

**By:** \_\_\_\_\_  
**Name/Date**

---

**AGREED & CONSENTED TO:**

**2 BRONXVILLE ROAD OWNERS CORPORATION**

**By:** \_\_\_\_\_  
**Name/Title/Date**

March 1, 2013

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**2 BRONXVILLE ROAD OWNERS, INC.  
CARPETING AFFIDAVIT**

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I/We \_\_\_\_\_, the Shareholder/Resident of 2 Bronxville Road Owners, Inc. (hereinafter referred to as the "Premises") represent and agree to abide by and comply with the House Rules of the Cooperative Corporation, (hereinafter referred to as the "Corporation"), including the Floor Covering House Rule - Moving Deposit Policy, which provides as follows:

**Floor Covering House Rule - Carpeting Policy:**

All apartments must be carpeted to the extent that of at least 80% of the floor area of each room should be covered with carpeting and adequate padding with a minimum thickness of one-half (½") inch, (hereinafter collectively referred to as the "Carpeting"). This would exclude kitchens, bathrooms and closets. Special attention should be given to high traffic areas (i.e., hallways). Prior to occupying an apartment, each new Shareholder/Resident is required to remit to the Corporation a Carpeting Deposit of \$1,500.00, which sum is deposited with the Managing Agent of the Corporation, to ensure the installation of the required Carpeting. In addition, Shareholder must remit a Move-In Deposit of \$750.00 to ensure no property damage is caused to the common areas of the building during the pendency of the move. The common areas will be inspected following the completion of the move to determine if any damage has occurred in the building as a result of the move.

Thereafter, following the installation of the Carpeting, the Premises will be inspected by either the Managing Agent or Superintendent to determine compliance with the House Rules before refunding the Carpeting Deposit. If the Shareholder/Resident has failed and/or refused to comply with the House Rules within thirty (30) days of occupancy or if the required Carpeting installation is either improper, inadequate or unsatisfactorily, the aforesaid Carpeting Deposit will be forfeited and the Board of Directors may commence proceedings to terminate the Proprietary Lease. Carpeting inspections may be necessary from time to time if a noise complaint is reported to the Board of Directors or Managing Agent. If the Premises is found to be in non-compliance with the Floor Covering House Rule, this violation shall constitute a material breach and substantial default pursuant to the Proprietary Lease.

If any Shareholder/Resident has exercise equipment or other type of machinery, furniture or device, (hereinafter referred to as the "Equipment") that causes or creates an unreasonable noise or vibration in an apartment, extra foam padding must be installed under the Equipment in order to mitigate the aforesaid noise or vibration. If the Equipment is a source of disturbance to other Shareholders/Residents, then the Equipment must be either removed or the use of same discontinued.

The undersigned Shareholder/Resident hereby acknowledges and agrees that compliance with the Floor Covering House Rule -Carpeting Deposit Policy is both a fair and reasonable closing condition.

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**2 BRONXVILLE OWNERS INC.**

2 Bronxville Road  
Bronxville, N.Y. 10708

YOU ARE REQUIRED BY LAW TO HAVE WINDOW GUARDS INSTALLED IF IN ALL WINDOWS IF A CHILD 10 YEARS OF AGE OR YOUNGER LIVES IN YOUR APARTMENT.

YOUR LANDLORD IS REQUIRED BY LAW TO INSTALL WINDOW GUARDS IN YOUR APARTMENT IF A CHILD 10 YEARS OF AGE OR YOUNGER LIVES IN YOUR APARTMENT,

**OR**

IF YOU ASK HIM TO INSTALL WINDOW GUARDS AT ANY TIME (YOU NEED NOT GIVE A REASON).

IT IS A VIOLATION OF LAW TO REFUSE, INTERFERE WITH INSTALLATIONS, OR REMOVE WINDOW GUARDS WHERE REQUIRED OR TO FAIL TO COMPLETE AND RETURN THIS FORM TO YOUR LANDLORD.

CHECK ONE:

Children 10 years of age or younger live in my apartment.

No children 10 years of age or younger live in my apartment.

I want window guards even though I have no children 10 years of age or younger.

\_\_\_\_\_  
Print Resident's Name

APT.# \_\_\_\_\_

\_\_\_\_\_  
Resident's Signature

\_\_\_\_\_  
Date





# Garthchester Realty

[www.GarthchesterRealty.com](http://www.GarthchesterRealty.com)

440 Mamaroneck Avenue  
Harrison New York 10528  
(914) 725-3600 F:(914) 725-6453

98-20 Metropolitan Ave. Suite 1  
Forest Hills, New York 11375  
(718) 544-0800 F:(718) 520-7673

## Construction Rules and Regulations

Including but limited to, are the following Construction and Renovation Rules:

1. Management must be contacted prior to starting any renovation project.
  - A. You must obtain a list of required documentation that is to be submitted to management for approval.
  - B. If necessary, obtain building department permits.
  - C. Any and all contractors working in an apartment must supply management with proof of insurance and licensing.
2. Working hours are: Monday through Friday from 9 a.m. to 5 p.m.; **NO WEEKEND WORK IS PERMITTED.**
3. The lobbies, hallways and elevators are to be kept clean and protected at all times before, during, and after the work is completed.
4. Use of the outside garbage and recycling containers to dispose of construction refuse is **STRICTLY PROHIBITED.**
5. No excessive noise is permitted; as a common courtesy, inform your neighbors if your renovation causes noise, i.e. demolition, floor refinishing, etc.



# Garthchester Realty

## How to Make Monthly Maintenance Payments:

### (1) ACH, E-Check or Credit Card via our website:

Payments via the website - [www.garthchesterrealty.com](http://www.garthchesterrealty.com) - will require you to register and setup an online user profile. You will need to input your **Resident Account Number**. *The statement sample below indicates how to locate your Resident Account Number.* (an administrative fee will be charged for credit card payments)

### (2) Bill Pay Account via Your Bank:

Please note the bill payment service provided by your bank produces a manual check that is sent directly to NCB's lockbox at the address below. *Please initiate the payment 3-5 days prior to the due date to ensure the payment will be processed in a timely manner. Please indicate your Resident Account Number on the memo line (Ex. XX/XX).*

### (3) Mail a Check payable to:

**Name of Property**  
Garthchester Realty  
PO Box 5089  
White Plains, NY 10602-5089

## SAMPLE STATEMENT & ACCOUNT etc.

BOB SMITH  
123 MAIN STREET #1D  
SCARSDALE, NY 10583



DATE	07/01/15
ACCOUNT NO.	XX/XX
AMOUNT DUE	\$654.87

Please Remit Payment To:

GARTHCHESTER REALTY  
P.O. BOX 5089  
WHITE PLAINS, NY 10602-5089

Make Check Payable To:

NAME OF PROPERTY  
\_\_\_\_\_

07130313104000000 0 090116 0065487 000 0

*Please note with cut backs at the United States Postal Service (USPS) any payments sent after business hours on Friday or anytime during the weekend or holidays will not be picked up until the following business day. In addition any documents in transit may not be delivered during that same period. Payments by paper check or bill pay service may experience delayed arrival. Normal business days for USPS delivery are Monday through Friday except for Holidays. Banking and financial services provided by National Cooperative Bank, N.A. Member FDIC.*



# Receiving your monthly invoices **just got easier**



## Register for eBills

### Simplify your life... Go paperless

Receive your invoice online:

- View current invoices
- Review past invoices anytime
- Update your email

Register just once at: [www.garthchesterrealty.com](http://www.garthchesterrealty.com)

1. Click on the 'Go Paperless and then Register' button.
2. Complete the registration form (you will need the WebReg# from your invoice).
3. Click the 'Create your account' button.
4. You will receive an email shortly thereafter requiring you to click on the 'Complete your activation' button to finish the process.

It couldn't be easier! Simply visit [www.garthchesterrealty.com](http://www.garthchesterrealty.com) to register

\* Registrations after the 18th of the month may take effect the following month

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

**Lead Warning Statement**

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

**Seller's Disclosure**

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

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

**Purchaser's Acknowledgment (initial)**

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

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

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

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

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

**Agent's Acknowledgment (initial)**

(f) \_\_\_\_\_ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

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



# Protect Your Family From Lead in Your Home



June 2017

## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

1

## Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Lead Gets into the Body in Many Ways

### Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### Lead is especially dangerous to children under the age of 6.

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



### Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

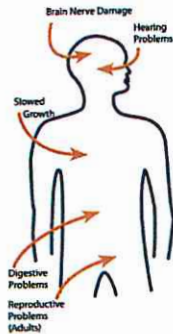
2

## Health Effects of Lead

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to lead can cause:

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



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

### In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- 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.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

## Check Your Family for Lead

**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Identifying Lead-Based Paint and Lead-Based Paint Hazards

**Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged 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, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

## Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A **lead-based paint inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A **combination inspection and risk assessment** tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## What You Can Do Now to Protect Your Family

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

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your 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, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

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## Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Reducing Lead Hazards

**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

## Other Sources of Lead

### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800-424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

13 \*Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- **Old toys and furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.\*
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

\* In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.



## For More Information

### The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/safewater](http://epa.gov/safewater) for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

## Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

## U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/offices/lead/](http://hud.gov/offices/lead/)

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U.S. EPA Washington DC 20460  
U.S. CPSC Bethesda MD 20814  
U.S. HUD Washington DC 20410

EPA-747-K-12-001  
June 2017

## U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

### Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

### Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

### Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

### Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

### Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-7836

### Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

### Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
WWPD/TOPE  
Lenexa, KS 66219  
(800) 223-0425

### Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

### Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

### Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Solid Waste & Toxics Unit (WCM-128)  
1200 Sixth Avenue, Suite 900  
Seattle, WA 98101  
(206) 553-1200

## IMPORTANT!

### Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



Building Standards  
and Codes

Fire Prevention  
and Control

## New NYS Law Requires Smoke Alarm Upgrades by April 1, 2019

Effective April 1, 2019, a new NY State law requires all **NEW** or **REPLACEMENT** smoke alarms in New York State to be powered by a 10-year, sealed, non-removable battery, or hardwired to the home.



**This does not affect your currently installed smoke alarms**

***You don't need to replace alarms that are currently in your home or apartment - but any that you replace need to be 10-year battery powered or hardwired.***

Important to note, smoke alarms have an estimated life of around 10 years before they become unreliable.

### Breakdown of the new smoke alarm requirements

According to NYS Law 399-ccc: "It shall be unlawful for any person or entity to distribute, sell, offer for sale, or import any battery operated smoke detecting alarm device powered by a replaceable or removable battery not capable of powering such device for a minimum of ten years."

Homeowners and landlords must upgrade their smoke alarms before selling or renting homes and apartments in New York State.

While these 10-year smoke alarms have a larger upfront cost than traditional alarms powered by replaceable batteries (approximately \$20 per unit) the lack

of yearly battery changes makes them cheaper over the life of the device.

As with ALL smoke alarms,manufacturesrecommends that the 10-year sealed smoke alarms still be tested at least twice each year using the button on the front of the unit to ensure they are working properly.

## **Some Frequently Asked Questions:**

### ***Do I need to replace the alarms I have installed already?***

*You are NOT required to immediately replace your current smoke detectors, but any that are replaced or added after April 1st are required to be 10-year battery powered or hardwired. After this date, traditional removable battery smoke alarms will be unavailable for purchase in NY State.*

### ***Are they more expensive than non-sealed alarms?***

Up front? Yes. In the long term? No. Most 10-year sealed smoke alarms range in price from roughly \$20-\$30, making their initial investment higher than a non-sealed alarm, but non-sealed alarms require annual battery changes. The cost of these replacement batteries average \$38 over their 10-year life span, meaning they ultimately cost more than the sealed version.

### ***Do they really last 10 years?***

Yes, they do, the sealed lithium battery (included) will never have to be replaced throughout the life of the alarm, giving you a decade of peace of mind even in the event of a power outage

### ***Will I activate the alarm when I'm cooking something?***

No. There are 10-year sealed alarms specifically designed for the kitchen with

advanced sensors that can tell the difference between cooking smoke and real fire.

***Why did the law change to require these upgrades?***

The dangerous habit of disabling or removing smoke detectors after an accidental alarm while cooking is a major part of why this new legislation went into effect, so alarm manufacturers considered this issue in the design of 10-year sealed alarms. You are very likely to experience less nuisance alarms than you did with your traditional battery alarm.

***Are 10-year sealed smoke alarms better than hard-wired smoke alarms?***

There are advantages to both systems. Hard-wired smoke alarms tie into your home's wiring and require professional installation, but generally do not require battery changes unless they feature a backup battery. 10-year sealed battery-only alarms are simple to install, and they work during a power failure. All smoke alarms have a life span of 10 years, sealed or non-sealed, and should be tested on a regular basis. When the battery wears out in a 10-year sealed alarm, the entire unit must be replaced, which helps prevent outdated units from staying in operation.

***What about landlords and their rental properties?***

10-year sealed alarms offer security and convenience to landlords, who are legally required by New York State to provide smoke detectors in their rental properties. The tamper-proof design of these alarms prevents tenants from removing the batteries due to nuisance alarms, or to use the batteries for another purpose. The 10-year lifespan of these lithium batteries means fewer changes and fewer equipment updates. Overall, there is a lesser chance of equipment failure in the event of a fire