

Garthchester Realty

440 Mamaroneck Avenue Suite 512

Harrison, NY 10528

914-725-360 | www.Garthchesterrealty.com

Tanglewood Gardens Owners Corp.

101 North Broadway/260 Church Street

White Plains, NY 10603

Procedure to Purchase an Apartment:

The following procedures must be followed for the sale of a cooperative apartment. **No sale may occur without first obtaining approval from the Board of Directors of Tanglewood Gardens Owners Corp.**

Purchaser(s) must submit **One original copy of the PURCHASE APPLICATION** with all Supporting Documentation (Applications are not accepted via email or fax and are not to be double sided, stapled or bound):

1. **\$450.00, Non-Refundable Application Fee** (Paid by Purchaser), made payable to **Garthchester Realty**.
2. **\$150.00 Per Applicant** (Paid by Purchaser), Non-Refundable **Credit/Criminal Report Fee**, payable to **Garthchester Realty**.
3. **\$300.00 Move-in Fee** (Paid by Purchaser), Payable to **Tanglewood Gardens Owners Corp.** Move-in Fee is non-refundable and must accompany the signed Move/Delivery Form enclosed).
4. **\$300.00 Move-Out Fee** (Paid by Seller), Payable to **Tanglewood Gardens Owners Corp.** Move-Out Fee is non-refundable.

ALL PAYMENTS MUST BE SUBMITTED WITH YOUR APPLICATION (NO EXCEPTIONS)

Your completed application packages must be mailed or hand delivered during office hours to (Applications are not accepted via email or fax and are not to be double sided, stapled or bound):

Garthchester Realty.
440 Mamaroneck Avenue-Suite 512
Harrison, NY 10528
Attention: Resale Department

PLEASE NOTE THE FOLLOWING:

- ❖ PLEASE REFER TO PAGE 3 FOR PROCESSING TIME
- ❖ PLEASE REFER TO PAGE 9 FOR FINANCIALS REQUIREMENTS TO PURCHASE
- ❖ SUBMIT COMPLETED APPLICATION AND DOCUMENTS IN ORDER STATED AND USE INSERT PAGES PROVIDED
- ❖ APPLICANTS WITH PETS MUST SUBMIT THE PET FORM APPLICATION ALONG WITH THE APPLICATION. DOGS ARE REQUIRED TO ATTEND BOARD INTERVIEW

After the completed application package is received and reviewed, it will be submitted to the Board of Directors for their review. **Incomplete applications cannot be submitted to the Board.** Upon review, a personal interview will be scheduled between the prospective purchaser(s) and the Board of Directors. The Board will hold one (1) meeting. **EVERYONE WHO IS TO RESIDE IN THE APARTMENT MUST BE PRESENT AT THE INTERVIEW, INCLUDING DOGS.**

The purchaser(s) will be notified of the Board's decision in writing. Only at this time may a closing date be scheduled with the Transfer Agent, Himmelfarb & Sher

Notice to Applicants

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 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.

NOTICE DISCLOSING TENANTS' RIGHTS TO REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES

Reasonable Accommodations

The New York State Human Rights Law requires housing providers to make reasonable accommodations or modifications to a building or living space to meet the needs of people with disabilities. For example, if you have a physical, mental, or medical impairment, you can ask your housing provider to make the common areas of your building accessible, or to change certain policies to meet your needs.

To request a reasonable accommodation, you should contact your property manager by calling 914-888-2099 or by e-mailing clientservices@ferraramgmt.com.

You will need to inform your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider. A housing provider may request medical information, when necessary to support that there is a covered disability and that the need for the accommodation is disability related.

If you believe that you have been denied a reasonable accommodation for your disability, or that you were denied housing or retaliated against because you requested a reasonable accommodation, you can file a complaint with the New York State Division of Human Rights as described at the end of this notice.

Specifically, if you have a physical, mental, or medical impairment, you can request:⁺

Permission to change the interior of your housing unit to make it accessible (however, you are required to pay for these modifications, and in the case of a rental your housing provider may require that you restore the unit to its original condition when you move out);

Changes to your housing provider's rules, policies, practices, or services;

Changes to common areas of the building so you have an equal opportunity to use the building. The New York State Human Rights Law requires housing providers to pay for reasonable modifications to common use areas.

Examples of reasonable modifications and accommodations that may be requested under the New York State Human Rights Law include:

If you have a mobility impairment, your housing provider may be required to provide you with a ramp or other reasonable means to permit you to enter and exit the building.

If your healthcare provider provides documentation that having an animal will assist with your disability, you should be permitted to have the animal in your home despite a "no pet" rule.

If you need grab bars in your bathroom, you can request permission to install them at your own expense. If your housing was built for first occupancy after March 13, 1991 and the walls need to be reinforced for grab bars, your housing provider must pay for that to be done.

If you have an impairment that requires a parking space close to your unit, you can request your housing provider to provide you with that parking space, or place you at the top of a waiting list if no adjacent spot is available.

If you have a visual impairment and require printed notices in an alternative format such as large print font, or need notices to be made available to you electronically, you can request that accommodation from your landlord.

Required Accessibility Standards

All buildings constructed for use after March 13, 1991, are required to meet the following standards:

Public and common areas must be readily accessible to and usable by persons with disabilities;

All doors must be sufficiently wide to allow passage by persons in wheelchairs; and

All multi-family buildings must contain accessible passageways, fixtures, outlets, thermostats, bathrooms, and kitchens.

If you believe that your building does not meet the required accessibility standards, you can file a complaint with either the New York City Commission on Human Rights and/or the New York State Division of Human Rights.

How to File a Complaint

A complaint must be filed with the Division within one (1) year of the alleged discriminatory act or in court within three (3) years of the alleged discriminatory act. You can find more information on your rights, and on the procedures for filing a complaint, by going to the New York State Division of Human Rights website at www.dhr.ny.gov, or by calling 1-888-392-3644; or the New York City Commission on Human Rights, located at 22 Reade Street, New York, NY 10007 or by calling at Tel No. (718) 722-3131. You can obtain a complaint form on the website, or one can be emailed or mailed to you. You can also call or e-mail a Division regional office. The regional offices are listed on the website.

This Notice provides information about your rights under the New York State Human Rights Law, which applies to persons residing anywhere in New York State. Local laws may provide protections in addition to those described in this Notice, but local laws cannot decrease your protections.

IMPORTANT INFORMATION REGARDING YOUR SOCIAL SECURITY NUMBER

PROTECTING YOUR PRIVACY

In order to protect your privacy please **remove/blackout your social security number** from each financial institution document inserted into the application and **bank account numbers.**

- ❖ Financial condition (Net Worth)
- ❖ Tax Returns
- ❖ Personal Loans
- ❖ Bank Statements
 - IRS
 - CD's
 - Savings

In addition to any form required by Board of Directors, the Credit Agency and Criminal Report Authorization Forms in your application are the only forms that requires your social security number.

ONLY send one (1) Credit Agency Authorization Form and one (1) Criminal Report Authorization Form to our office with your original application – do not make or send additional copies of the Credit/Criminal Authorization Form. The Credit and Criminal Authorization Forms containing your Social Security number will be redacted in our office as soon as we submit the information to the Credit agency and obtain your reports.

DOCUMENTS:

| | | |
|-------|------------|---|
| _____ | Section 1 | Application Pages (Enclosed) |
| _____ | Section 2 | Fully Executed Contract of Sale |
| _____ | Section 3 | If Financing Applies; _____ Signed Mortgage Commitment Letter |
| _____ | Section 4 | Last Two (2) Years Signed Federal and State Tax Returns and W2's |
| _____ | Section 5 | Two (2) Most Recent Bank/Brokerage Statements |
| _____ | Section 6 | Credit Authorization From |
| _____ | Section 7 | Criminal Authorization From |
| _____ | Section 8 | Move/Delivery Form |
| _____ | Section 9 | Acknowledgment Forms Smoke and Carbon |
| _____ | Section 10 | Monoxide Detector Certification Lead Paint Disclosure |
| _____ | Section 11 | Landlord Reference Letter |
| _____ | Section 12 | Employer Reference Letter |
| _____ | Section 13 | Two Personal Reference Letters |
| _____ | Section 14 | Copy of Applicant(s) Driver's License |

SECTION 1

APPLICATION PAGES

Tanglewood Gardens Owners Corp.
Required Disclosure of Minimum Financial Criteria

- **Maximum Financing Allowed:** **90%**
- **Minimum Credit Score Required:** **680**
- **Maximum Housing Debt to Income Ratio:** **30%**
 - **Please note:**
 - Housing debt must include carrying costs, including both maintenance, mortgage payments, if applicable, parking and assessments. Income excludes, but not limited to, bonuses and overtime pay.
- **Minimum Income Required:** **\$62,000 for a 1 bedroom, \$82,000 for a 2 bedroom**
 - **Please note:**
 - Income excludes, but not limited to, bonuses and overtime pay.
- **Minimum Assets Required:** **4 Months Maintenance Fees**
 - Six months full and complete banks statements required for proof of Assets, i.e checking, savings, 401K, investment portfolios, ect.

This is to acknowledge that the notice of required financial requirements, notice of Article II of Chapter 700 Law, Section 700-21-A and notice of reasonable accommodations have been received by the applicants.

Print Name

Print Name

Signature

Signature

Date: _____

Date: _____

IMPORTANT NOTES

Due to the large volume of calls, and applications, received by this office, we kindly ask that refrain from calling for an update, during the 3 week processing period. When an update is ready, we will contact you or your point person of choice. Please advise all parties involved and provide them with our guidelines and your point persons contact information.

In an effort of fairness, we must process applications on a first come first serve basis.

If you are concerned about the receipt of the package, please use a method of return receipt via USPS, Fed Ex, messenger service or hand delivery, etc.

If there is a problem with the application submitted you will be notified accordingly.

Please be advised that submission of an incomplete package may extend the three week processing period.

After the application is processed and submitted to the Board you will be advised, via telephone, or e-mail, on the next step of the process.

Please provide an e-mail address or phone number below and advise our office who will be the point person, (main contact). Please be advised that all parties will be not called/e-mailed, only the main contact.

Main Contact Name: _____ Home Phone #: _____

Cell #: _____ Email Address: _____

Please fill in the following:

Attorney's Name: _____ Broker's Name: _____

Phone #: _____ Phone #: _____

E-mail Address: _____ Email Address: _____

In Office Use Only

Date Received: _____ Processing Completed On: _____

Delivered to Board on: _____ Interview Date: _____

Board Decision: _____ Decision Letters Sent on: _____

THIS APPLICATION IS FOR THE
____ PURCHASE OF THIS UNIT
____ RENTAL OF THIS UNIT

OWNER: _____
Address: _____
Apt#: _____
Telephone: _____
No. of Shares: _____
No. of Rooms: _____

COOPERATIVE HOUSING APPLICATION

NAME: _____ SOC.SECURITY# _____

NAME: _____ SOC.SECURITY# _____

PRESENT ADDRESS: _____

TELEPHONE# _____ CELL: _____

EMAIL ADDRESS: _____

CHECK ONE: RENT _____ HOMEOWNER _____ OTHER _____ EXPLAIN _____

IF RENT: LANDLORD'S NAME: _____

ADDRESS: _____

TELEPHONE: _____

NO OF YEARS AT PRESENT ADDRESS: _____

MONTHLY RENT/CARRYING CHARGES: _____

IF LESS THAN TWO (2) YEARS AT PRESENT ADDRESS, PLEASE PROVIDE FORMER ADDRESS:

FORMER LANDLORD'S NAME: _____

ADDRESS: _____

TELEPHONE: _____ CELL: _____

MARITAL STATUS: SINGLE _____ MARRIED _____ SEPARATED _____ DIVORCED _____

APPLICANTS DATE OF BIRTH: ____/____/____ CO-APPLICANT'S DATE OF BIRTH: ____/____/____

PRICE OF APARTMENT: \$ _____ MONTHLY MAINTENANCE CHARGE: \$ _____

AMOUNT OF DOWN PAYMENT: \$ _____ ANNUAL MORTGAGE RATE: _____ %

AMOUNT OF MORTGAGE: \$ _____ MONTHLY MORTGAGE PAYMENT: \$ _____

NAME OF BANK: _____ ESTIMATE CLOSING DATE: _____

TITLE TO BE HELD IN WHAT NAME(S): _____

PURCHASER'S ATTORNEY

SELLER'S ATTORNEY

ADDRESS

ADDRESS

TELEPHONE/FAX

TELEPHONE/FAX

PERSONS TO RESIDE AT APARTMENT:

| NAME | RELATIONSHIP | SEX | DATE OF BIRTH |
|------|--------------|-----|---------------|
| | | | |
| | | | |
| | | | |
| | | | |

*** NUMBER OF PET(S) _____ TYPE OF PET(S): _____

IF AVAILABLE, DO YOU WANT: _____ GARAGE _____ OUTSIDE PARKING

NUMBER OF PERSONS TO RESIDE IN APARTMENT WHO ARE CURRENTLY EMPLOYED:

1. NAME _____ POSITION: _____
EMPLOYER: _____ LENGTH OF EMPLOYMENT: _____
ADDRESS: _____ CURRENT SALARY: \$ _____
TELEPHONE: _____ ESTIMATED SALARY NEXT YEAR: _____
NAME OF SUPERVISOR: _____

2. NAME _____ POSITION: _____
EMPLOYER: _____ LENGTH OF EMPLOYMENT: _____
ADDRESS: _____ CURRENT SALARY: \$ _____
TELEPHONE: _____ ESTIMATED SALARY NEXT YEAR: _____
NAME OF SUPERVISOR: _____

3. NAME _____ POSITION: _____
EMPLOYER: _____ LENGTH OF EMPLOYMENT: _____
ADDRESS: _____ CURRENT SALARY: \$ _____
TELEPHONE: _____ ESTIMATED SALARY NEXT YEAR: _____
NAME OF SUPERVISOR: _____

4. NAME _____ POSITION: _____
EMPLOYER: _____ LENGTH OF EMPLOYMENT: _____
ADDRESS: _____ CURRENT SALARY: \$ _____
TELEPHONE: _____ ESTIMATED SALARY NEXT YEAR: _____
NAME OF SUPERVISOR: _____

IF EMPLOYED IN CURRENT POSITION FOR LESS THAN TWO (2) YEARS:

1. NAME _____ POSITION: _____
EMPLOYER: _____ LENGTH OF EMPLOYMENT: _____
ADDRESS: _____ CURRENT SALARY: \$ _____
TELEPHONE: _____ ESTIMATED SALARY NEXT YEAR: _____
NAME OF SUPERVISOR: _____

2. NAME _____ POSITION: _____
EMPLOYER: _____ LENGTH OF EMPLOYMENT: _____
ADDRESS: _____ CURRENT SALARY: \$ _____
TELEPHONE: _____ ESTIMATED SALARY NEXT YEAR: _____

NAME OF SUPERVISOR: _____

FINANCIAL

1. BANK (SAVINGS) _____ ACCOUNT# _____
ADDRESS: _____

2. BANK (CHECKING) _____ ACCOUNT# _____
ADDRESS: _____

3. BANK (BUSINESS) _____ ACCOUNT# _____
ADDRESS: _____

4. BANK (OTHER) _____ ACCOUNT# _____
ADDRESS: _____

CREDIT REFERENCES

1. NAME _____ ACCOUNT# _____
ADDRESS: _____

2. NAME _____ ACCOUNT# _____
ADDRESS: _____

3. NAME _____ ACCOUNT# _____
ADDRESS: _____

BUSINESS REFERENCE

1. NAME _____ TELEPHONE# _____
ADDRESS: _____

2. NAME _____ TELEPHONE# _____
ADDRESS: _____

PERSONAL REFERENCE

1. NAME _____ TELEPHONE# _____
ADDRESS: _____

1. NAME _____ TELEPHONE# _____
ADDRESS: _____

THE FOLLOWING QUESTIONS APPLY TO ALL PURCHASERS/RENTERS. IF A "YES"

ANSWER IS GIVEN TO ANY QUESTION, PLEASE EXPLAIN IN DETAIL ON THE REVERSE SIDE OF THIS PAGE.

| | APPLICANT | CO-APPLICANT |
|---|-----------|--------------|
| | YES OR NO | |
| DO YOU HAVE ANY OUTSTANDING JUDGEMENTS? | | |
| HAVE YOU EVER DECLARED BANKRUPCY? | | |
| DO YOU HAVE ANY "BAD" CREDIT? | | |
| HAVE YOU HAD ANY PROPERTY FORECLOSED UPON OR GIVEN TITLE IN LIEU THEREOF? | | |
| ARE YOU A CO-MAKER ON A NOTE OR LOAN? | | |
| HAVE YOU EVER BEEN CONVICTED OF A CRIME? | | |
| ARE YOU A PARTY TO A LAWSUIT? | | |
| ARE YOU OBLIGATED TO PAY ALIMONY OR CHILD SUPPORT? IF SO, STATE AMOUNT? | | |
| IS ANY PART OF THE DOWNPAYMENT BORROWED? IF SO, STATE AMOUNT? | | |
| DO YOU OWN ANY OTHER "HOMES"? | | |

FINANCIAL INFORMATION

| | |
|----------------------|-------------|
| Bank Name (Savings) | Account No. |
| Address: | |
| | |
| Bank Name (Checking) | Account No. |
| Address: | |
| | |
| Bank Name (Other) | Account No. |
| Address: | |

CREDIT INFORMATION

| | |
|-----------|-------------|
| Bank Name | Account No. |
| Address: | |
| | |
| Bank Name | Account No. |
| Address: | |
| | |
| Bank Name | Account No. |
| Address: | |

BUSINESS REFERENCES

| | |
|---------------------|-------------|
| Bank Name (Savings) | Account No. |
| Address: | |

Financial Statement

| <u>Assets</u> | <u>Amount</u> | <u>Liabilities</u> | <u>Amount</u> |
|-----------------------------------|---------------|---------------------------------|---------------|
| Checking Account | | Mortgage | |
| Savings Account | | Auto Loan (s) | |
| Stocks & Bonds | | Credit Card | |
| Mutual Funds | | Student Loans | |
| Home/Homes | | Other Mortgages | |
| Retirement (IRA, 401k etc.) | | Other Debt (Please describe) | |
| Other Assets (Please describe) | | | |
| Total Assets | | Total Liabilities | |

**Please attach supporting documentation and statements of all assets

| Yearly Income | Applicant #1 | Applicant #2 | Monthly Expenses | Applicant #1 | Applicant #2 |
|---|---------------------|---------------------|---|---------------------|---------------------|
| Salary | | | Maintenance / HOA | | |
| Commission Income | | | Mortgage Payment | | |
| Real Estate Income | | | All Other Mortgage (s) | | |
| Bonus Income | | | Auto Payment (Loan/Lease) | | |
| Social Security | | | Credit Cards | | |
| Pension | | | Personal Loans / Student Loans | | |
| Alimony / Child Support | | | Alimony / Child Support | | |
| Other Income (Please describe) | | | Other Expenses (Please Describe) | | |
| Total | | | Total | | |
| Total Combined Income (Yearly) | | | B = Total Combined Expenses | | |
| Total Combined Income (Monthly) A = $\frac{\text{Total Combined Income}}{12}$ | | | Debt – to – Income Ratio $= \frac{B}{A} \times 100\%$ | | |

COOPERATIVE APPLICATION EMERGENCY FACT SHEET

NAME: _____

APARTMENT # _____

ALTERNATE MAILING ADDRESS (IF NOT LIVING IN UNIT: _____

CAR YEAR: _____ CAR MAKE: _____ CAR MODEL: _____

CAR STATE / PLATE #: _____ / _____

HOME PHONE: _____ WORK PHONE: _____

NEAREST RELATIVE: _____

ADDRESS: _____

HOME PHONE: _____ WORK PHONE: _____

PERSON TO CONTACT IN THE EVENT OF AN EMERGENCY:

HOME PHONE: _____ WORK PHONE: _____

HAS KEYS TO MY APARTMENT: _____ YES _____ NO

(APPLICANT SIGNATURE)

(DATE)

Application Form for a pet:

TANGLEWOOD GARDENS OWNERS CORP. PET REGISTRATION FORM- PET POLICY

Shareholder's Name: _____

Address/Unit #1 Bldg. Phone: _____

Relationship of applicant to shareholder: Self or _____

PROPOSED PET INFORMATION: Dog or Cat Other _____

Name: _____ Age: _____

Breed(s): _____ Coloring: _____

Size (Height and present weight): _____

License (Issuing Jurisdiction, License # and date): _____

Vaccination Documentation: (Indicate all current shots and vaccinations appropriate to type of animal)

If Service Dog Certification: (Circle one) Service Therapy

Certificate Status: _____

Granting **Authority:** _____

Address of Granting Authority: _____

Date of Certification: _____

(ATTACH PHOTO OF PROPOSED PET BELOW)

SECTION 2

FULLY EXECUTED CONTRACT OF SALE

SECTION 3

**SIGNED MORTGAGE COMMITMENT LETTER
(IF FINANCING APPLIES)**

SECTION 4

**LAST TWO (2) YEARS SIGNED FEDERAL AND STATE
TAX RETURNS AND EMPLOYER ISSUED W2'S**

BLACKOUT ALL SOCIAL SECURITY NUMBERS

SECTION 5

Two (2) MONTHS BANK/BROKERAGE STATEMENTS

BLACKOUT ALL ACCOUNT NUMBERS

SECTION 6

CREDIT AUTHORIZATION FORM

**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 1681 ET 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: _____

SECTION 7

CRIMINAL AUTHORIZATION FORM



LIDA STRATEGIC SOLUTIONS, INC.

PO BOX 433, OCEANSIDE, NY 11572 (516) 678-4600 (800)-423-0026 FAX (516) 678-4611

mail@lidacredit.com

Background Investigation Form/Signed Released

In connection with your recent application with our client, Lida Strategic Solutions, Inc. (LSS) will be conducting a Background Investigation on you. In order to complete this investigation we will require certain information.

Last Name: _____ First Name: _____ MI: _____

Current Address: _____

Town: _____ State: _____ Zip Code: _____

Previous Address(Within last seven[7] years): _____

Town: _____ State: _____ Zip Code: _____

Social Security Number:----- Date of Birth: _____



LIDA STRATEGIC SOLUTIONS, INC.

PO BOX 433, OCEANSIDE, NY 11572 (516) 678-4600 (800)-423-0026 FAX (516) 678-4611

mail@lidacredit.com

AUTHORIZATION AND RELEASE

Authorization is hereby granted to Lida Strategic Solutions, Inc. (LSS), on behalf of _____ to obtain standard factual data needed to complete this background report including but not limited to information regarding my education, employment and criminal history.

Print Name: _____

Sign: _____ Date: _____

SECTION 8

MOVE/DELIVERY FORM

MOVING & DELIVERY POLICY

1. Moving/delivery times are as follows:
 - Monday through Friday, 9:00 A.M. to 4:30 PM
 - Saturday: Varies by building. Check with Management.
 - Sunday: Absolutely no moving or deliveries are allowed, with the exception of food deliveries.
2. Moves, in or out, will require a \$500.00, fully refundable, security deposit in the form of a check or money order made payable to the Association. Management must have this payment and the Moving/Delivery Form in their possession prior to any move.
3. All move-in's/out's require a walk-through of the building with Superintendent to avoid any discrepancies or claims.
4. Request forms must be completely filled out and submitted to the Superintendent one (1) week prior to your move and three (3) days prior to delivery of items.
5. Moving times must be scheduled and approved by the Superintendent only.
6. No move-in's/out's, or deliveries will be permitted without the approved request form and proper notification.
7. Any unauthorized moves or deliveries will be assessed an initial fine of \$150.00 and \$300.00 for all subsequent violations, which will be subject to late fees and penalties. All expenses incurred will be applied to the unit owner.
8. If an owner/resident exceeds the moving hours, they will be assessed a fee of \$150.00. Owners are responsible for the actions of their tenants.
9. Only one (1) move per day will be permitted. No exceptions!
10. All deliveries and pick-ups are handled like a move; all of the above rules and regulations apply.

Please note that you are responsible for your moves. Any damage caused by your moving company will be your responsibility. It is up to you to settle the damage disputes directly with your mover, not the Association.

MOVING & DELIVERY REQUEST FORM

BUILDING ADDRESS: _____

UNIT # _____ OWNER'S NAME: _____

OCCUPANT'S NAME (If different): _____

_____ MOVE IN _____ MOVE OUT _____ DELIVERY

_____ OTHER (Explain) _____

1st DATE REQUESTED: _____

2ND DATE REQUESTED: _____

I have read the attached Moving & Delivery Policy and understand the guidelines, which have been set forth by the Association. I further understand that I am liable for any damages or violations that may occur during my move/delivery and any damages will be deducted from my \$500.00 security deposit. If no accidents or violations occur, I will receive my full deposit.

(Signature of Requestor)

OWNER OCCUPANT

(Print Name Signed Above)

(Date of Request)

FOR OFFICE USE ONLY

DATE APPROVED: _____

SUPERINTENDENT'S SIGNATURE: _____

TIME STARTED: _____ TIME COMPLETED: _____

_____ COMPLETED WITHOUT INCIDENT

_____ COMPLICATIONS DETAILED ON REVERSE SIDE OF THIS FORM

SECTION 9

ACKNOWLEDGEMENT FORMS

APPLICANT'S ACKNOWLEDGEMENT

1. The Applicant (s) herein has received and read a copy of the Proprietary Lease Agreement, House Rules and By-Laws and will abide by the rules as set forth therein. I/We understand that any violations of the house rules are, in effect, violations under the proprietary lease on the apartment and may lead to termination of sub-let approval or legal action against the owner(s). Violations may also subject the occupants to eviction proceedings or termination of the stock and lease. Legal expenses incurred by the Corporation to cure the subject violations will be assessed to the unit owner as additional maintenance.
2. The applicant(s) herein acknowledge that the aforementioned house rules and by laws may be modified, changed or added to by the Corporation's Board of Directors from time to time and we herein agree to abide by any such modifications, changes or additions.
3. The applicant(s) herein understand that they will not move into the building or move any possessions into the subject unit until they have received written approval from the managing agent and until they have advised the superintendent, and he has approved, of a proposed move in date.
4. The applicant(s) herein acknowledge that it is a requirement of the Cooperative Corporation that I/We submit a written request to make any alterations or improvements to the unit. No alterations or improvements can be made until the written request, in a format acceptable to the managing agent, is submitted, and approved, in writing by the managing agent.
5. The applicant(s) herein acknowledges that the apartment unit may not be sub-let without prior written consent of the managing agent.
6. The applicant(s) herein understands that the managing agent and/or the corporation may impose certain charges on either the seller/lessor or purchaser/tenant. These charges may include, but are not limited to, flip tax, sublet fee, transfer fee, recognition review fee or lost document replacement fee. The parties to this transaction will be responsible for the payment of any such fees imposed. The transfer agent may request that a certified check or bank money order be provided for payment of these fees.

Signature of Applicant

Date

Signature of Applicant

Date

TANGLEWOOD GARDENS OWNERS CORP.

**101 NORTH BROADWAY / 260 CHURCH STREET
WHITE PLAINS, NEW YORK 10603**

PROPRIETARY LEASE, Paragraph 13, HOUSE RULES, As revised in August, 2008, March, 2012, October 2012 and November, 2012, February 2013, December 2013, February 2017 and November 2022.

1. **Non-Obstruction of Hallways and Common Areas.** The public halls and interior and exterior stairways of the buildings shall not be obstructed or used for any purpose other than as an entrance to and exit from the apartments in the building. No laundry, sneaker/shoe racks, scooters, e-bicycle, bicycles, tricycles, baby carriages, doll carriages or other toys, flower pots/planters or any other object, may be left either permanently or temporarily in the public hallways, passageways, or in or on any indoor common hallways or entry stoops of Tanglewood Gardens, (the Complex). Trash may not be stored for any reason, for any period of time in the hallways or common areas of the building. Items left in the common areas will be considered abandoned and may be removed by building staff and the cost of such removal charged to the responsible party.
2. **Recreation.** There shall be no recreational activities conducted in, on, or around common areas, or in or on walkways, driveways and parking areas. This includes but is not limited to ball playing, swimming pools, skateboarding, etc. Shareholders are not permitted to barbeque anywhere on the complex. Children shall not play in the public halls, courts (including the planting areas therein), or stairways unless accompanied by a responsible adult. The corporation is not responsible for any injuries that result from recreational activities performed on the property.
3. **Items Hung from Doors, Windows or Sills.** No public hall or any other indoor or outdoor common area of the Complex shall be decorated or furnished by any resident. No item may be hung from the outside of any window, or placed upon the outside windowsills of any building, excepting properly installed air conditioners. Small amounts of holiday decor are permissible for a short duration around the time of the holiday. Articles of decoration that are determined by the Board to be offensive to shareholders or installed beyond an appropriate duration, will be required to be removed or will be removed and the cost charged to the responsible party.
4. **Noise.** No resident shall make or permit any disturbing noise in their apartment or any indoor or outdoor area of the Complex, or permit anything to be done therein, which will interfere with the rights, comfort, or convenience of other residents AT ANY TIME OF DAY OR NIGHT, including, but not limited to, playing excessively loud live or recorded music, or excessive and unreasonably loud and heavy walking, running, and jumping by residents and/or their guests. No resident shall play or allow to be played any live or recorded music, or operate or permit to be operated a television or radio between the hours of 11:00 p.m. through 9:00 a.m., the following morning if the same shall disturb or annoy other residents of the building.
5. **Renovations and repairs.** All construction and repair work must be approved by the Board of Directors. Any construction or repair work or other installation involving noise may be performed in apartments ONLY from 9:00 a.m. to 6:00 p.m., Monday through Friday and Saturday 9:00 a.m. to 3:00 p.m. No work shall be performed on legal holidays. All vendors/contractors are expected to check-in with superintendent and management before commencing work; failure to do so will incur a fine. All vendors/contractors must provide proof of insurance identifying the Cooperative as an additional insured party. Any construction or repairs to apartments, including but not limited to opening walls, electrical and plumbing work, requires the prior consent of the Board of Directors, which consent shall only be considered if the work to be done is performed by licensed and insured contractors, who have obtained appropriate municipal permits, and consent is obtained pursuant to the alteration policy adopted by the Board pursuant to Paragraph 21 of the Proprietary Lease. Failure to obtain board approval will incur a fine, will require work to cease, and may result in

alterations being required to return to the original state at the shareholder's expense.

- a. **Shareholders are responsible for verifying whether or not a permit is required from the White Plains Department of Buildings for any work being completed in a unit.**

| Board Approval is <u>NOT REQUIRED</u> | Board Approval <u>IS REQUIRED</u> |
|---|--|
| <p><u>Required of Shareholder:</u></p> <p>No consent of the Board is required, but Management and staff <u>must</u> be informed of the planned work and schedule.</p> <p><u>Minor repairs by shareholder:</u> Painting, decorating, installing wallpaper, curtains and blinds, and similar minor work.</p> <p><u>Shelves and cabinets by shareholder:</u> Installing or replacing any shelving, cabinets or any other carpentry work may be done by the share- holder, provided these have NO CONNECTION to any plumbing, gas lines or electric wiring and/or do not involve alteration of a wall.</p> <p><u>Limited floor work by shareholder:</u></p> <ul style="list-style-type: none"> • Installing or replacing carpet in any room • Installing or replacing linoleum or tile floor in the kitchen <p>NO WORK ON WOOD FLOORS and NO WORK OF ANY KIND ON BATHROOM FLOORS is allowed by shareholder (a licensed and insured contractor must be used).</p> <p>If professionals are hired to do work described above, they must register with the building staff on the first day when they come to work and before any work is performed in an apartment.</p> | <p><u>Required of Shareholder:</u></p> <p>Completed Alteration / Renovation Application with necessary documents and applicable renovation deposit is required along with Board consent.</p> <p>Repairs, replacement or installation of any cabinets or anything that has a connection to:</p> <ul style="list-style-type: none"> • Plumbing or plumbing fixtures • Electrical wires or electrical fixtures • Gas lines or gas fixtures • Heating or heating fixtures • Stove or dishwasher <p><u>Bathroom remodeling, including:</u></p> <ul style="list-style-type: none"> • Floor repair or replacement • Tile installation • Toilet, bathtub or shower repairs or installations • Any work relating to plumbing or fixtures • Any work relating to walls or floors with tile <p><u>Kitchen renovations</u></p> <p><u>Replacement or refinishing of hardwood floors.</u></p> <p><u>Installations, partitions or any other revisions to walls.</u></p> |

6. **Appliances.** Shareholders are allowed to install energy efficient dishwashers or refrigerators with automatic icemakers in their units. However, Shareholders as responsible for all water caused damages related to their appliance, fixtures and equipment, regardless of, where the damage occurs (i.e. their neighbors' kitchen/walls/floors etc.), including full payment to repair all damages caused in their unit, to the Complex, and to their neighbors' unit. Responsibility will be on a strict liability basis, regardless of fault, negligence, or whether or not the causing shareholder's homeowner's insurance policy will cover the loss. **Heating valves and radiators are shareholders responsibility.**
 - a. **Air Conditioners.** Shareholders may operate up to two air conditioners in their respective unit, that have been properly and safely installed, having a maximum aggregate rated [output of up to 11,000 BTUs] [power consumption of 12 amps]. Shareholders may have three (3) air conditioners within their unit, properly and safely installed, but may only operate up to two (2) at any given time. Shareholders violating this policy will be assessed an electrical charge reimbursement fee, an administrative fee and any cost incurred by the Corporation to restore service or to repair damage to any unit or to the common elements caused by such over-use. Air conditioners may not leak onto brickwork because it impedes the stability of the brick and results in staining.
7. **Moving.** Moving in or out of the Complex may only occur between the hours of 9:00 a.m. and 5:00

p.m. Monday through Friday and 9:00 a.m. and 3:00 p.m. on Saturday. Moving in or out of the Complex is not allowed on Sundays or holidays. The Superintendent or Managing Agent must be informed of any proposed move into or out of the Complex in writing at least 24 hours in advance by the shareholder. Unauthorized moves are subject to a charge of \$1,000.

- a. All Shareholders must submit a check in the sum of \$300 to the cooperative's Managing Agent prior to moving into or out of the Complex, all of which is a non-refundable fee. Such Shareholder shall also be required to pay for any damages to the Complex's common areas caused by the move or for violating the times or dates of permissible moves. The actual cost of repair for any damages will be assessed to the maintenance account for the unit.
8. **Signs.** No sign, notice, advertisement, or illumination shall be inscribed, placed, or exposed on or at any window or other part of the building, except such as shall be approved in writing by the Board of Directors.
9. **Garbage.** Garbage must be contained in secured plastic bags and placed by residents in the designated areas located on the premises. Waste from construction projects and carpet removal is the responsibility of the shareholder; articles should not be left outside of the dumpsters (i.e. electronics, mattresses, and large furniture). Current regulations promulgated by the City of White Plains are attached hereto and expressly incorporated herein, which regulations may change from time to time. If the Cooperative incurs any fee, cost or violation relating to improperly disposed of garbage, or in properly disposing of garbage inappropriately discarded by a shareholder or resident, the costs related thereto shall be assessed to the responsible party.
10. **Recycling.** Pursuant to recycling laws and regulations of the City of White Plains, as same may be amended from time to time, all residents must recycle glass, cans, plastics, and paper. Recycling must be deposited by residents directly into one of the recycling receptacles located in the designated areas on the premises, for pickup by the City. Current regulations promulgated by the City of White Plains are attached hereto and expressly incorporated herein, which regulations may change from time to time. Boxes should be broken down prior to disposal and broken items should be properly labeled and secured. If the Cooperative incurs any fee, cost or violation relating to improperly disposed of recycling, or in properly disposing of recyclable materials inappropriately discarded by a shareholder or resident, the costs related thereto shall be assessed to the responsible party.
11. **Parking/Garages.**
 - a. Parking is a fully revocable privilege subject to the Board's sole discretion. Only one car per licensed resident driver per apartment, up to a maximum of two cars per apartment, are eligible for permanent parking assignment while the assignee is a resident of the premises. Special temporary assignments may be made as the availability of excess spaces allow, which temporary assignments shall be withdrawn in the reverse order of the date of their assignment as necessary. Garages/spaces will be assigned and hanging tags will be issued to residents after registering their car(s) with the Managing Agent, completed by the submission of adequate residency proof, and the execution for each such assignment of a license agreement in such form as is determined by the Board of Directors. Fees for such parking assignments shall be determined by the Board of Directors, are chargeable without apportionment only on a month-to-month basis, and shall be determined by the type of space assigned (large garage, garage, and outdoors) and by the type of assignment (permanent or special). Parking fees shall be considered additional maintenance collectible as if it were maintenance owed under the proprietary lease. Outdoor spaces or garages are available on a first-come/first served basis by written request to the Managing Agent only. Verbal requests will not be accepted. A waiting list for available parking will be kept by the Managing Agent as overseen by the Board of Directors. Any car which is improperly parked may be subject to towing and/or booting without notice and parking privileges for all of the subject offender's vehicles may be revoked. Only residents will be issued parking spaces back to the Complex; and Shareholders/residents no longer residing at the Complex

must vacate and release their parking spaces. Parking spaces and permits ARE NOT transferable, i.e., when selling or renting a unit, possession of the seller's parking space automatically reverts back to the Complex for reassignment. Please obey the speed limit when entering the parking lot. Parking tags must be renewed annually with all supporting documents (driver's license, registration and proof of insurance). Any garage or parking space without a vehicle for 45 days will revert back to the coop to be reassigned. Garages are not to be used for storage of any personal belongings other than a functioning, registered and insured automobile. Any hoarding or failure to keep the garage clean and free of garbage will result in garage privileges being revoked. Any issues with rodents in the garage or if a shareholder is found to have hoarding or garbage will incur a fine and the shareholder will bear the responsibility of the exterminator fees.

b. Visitor Parking. The Complex can currently provide a limited number of visitor parking spaces, located in the 260 Church Street North Lot and in the 101 North Broadway Lot. Visitor spaces will be converted to assigned spaces as those spaces are needed. Only guests of residents of the Complex may use visitor spaces. Any vehicle known to park more than 2 days a week in the visitor spaces will be regarded as a resident and, thus, abusing visitor parking privileges. Such vehicles will be towed/booted and administration fees will also be applied to the offending shareholder's account. Should a visitor be on the premises more than 2 days, written notification of the license plate and anticipated duration of visit must be sent to the Managing Agent before the visitor arrives to the Complex. Shareholder may not park overnight in visitor parking. There is ample parking on both Church Street and North Broadway, which is allowable until 2 a.m. daily. Guests not staying overnight are requested to park on the street. Neither assigned space vehicles nor garage registered vehicles are allowed to use visitor spaces at any time, and will be subject to towing if parked in a visitor space. **NO COMMERCIAL VEHICLES ARE ALLOWED TO PARK ANYWHERE IN THE COMPLEX**, except for contractors' vehicles lawfully parked while performing work. Visitor parking is not allowed during snow emergencies or when snow is anticipated.

c. No Parking Zone. Parking in areas designated as no parking zones is prohibited. Such vehicles will be towed and administration fees will also be applied to the offending shareholder's account.

d. Any abuse of parking rules or defaults under the Proprietary Lease may subject any resident of the unit to revocation of parking privileges for the entire unit. In addition to any other remedy available, shareholders who are in arrears in payment of maintenance or parking fees will be subject to revocation of their parking privileges as determined by the Board of Directors.

e. **Booting & Towing.** Parking rules are to be strictly followed, in order to avoid unnecessary booting or towing. Booting or towing will be at the vehicle owner's expense. The Co-operative **does not** receive any part of the booting or towing fee. The Co-operative is not responsible for reimbursement of the fee or any damages incurred during booting or towing.

12. **Pets.** No animal, including without limitation, dogs, cats, birds, fish, reptiles, snakes or insects, rabbits, ferrets, guinea pigs, hamsters, etc., shall be kept or harbored in the premises permanently or temporarily, including visitors, unless the same in each instance be expressly permitted by resolution of the Board of Directors and evidenced in a writing executed by the Board of Directors and under such conditions as the Board may require, and based upon a written application and following procedures as set by the Board from time to time. Consent to harbor a dog may be granted by the Board in otherwise appropriate cases, subject to breed restrictions in the Board's sole discretion, to a household or unit, to harbor one dog only and limited to a dog whose weight at maturity will not exceed sixty (60) pounds. In the event of multiple pet requests from the same unit, a maximum of one dog and one cat, or two cats may be harbored at any one time. Visiting dogs and cats (harbored for a period in excess of three days) are not permitted in excess of these rules. Written notification of the type of animal and its anticipated duration of visit must be sent to the Managing Agent before the visiting animal is brought to the Complex. Dogs shall

not be permitted in or on the common areas of the premises or grounds at any time unless carried or on a leash not exceeding twelve feet in length.

- a. Fees: Consent for the harboring of cats or dogs within the guidelines of this rule is subject to an administrative maintenance charge. Fees are set at \$120.00 per annum for any dog and \$60.00 per annum per cat, and said administrative charges may be assessed in a lump semi-annually or charged monthly to the Shareholder's account in the Board's discretion.
 - b. Dogs, when walked, shall be curbed and their owners shall clean up after the animal in accordance with City ordinances. Specific areas of the property may be set aside for walking or exercising an outdoor animal, and only those areas may be used to walk or exercise a permitted animal. A failure to observe any rules involving pets, or the creation of offensive odors or noise or a health or safety threat shall constitute grounds for declaring the offending pet a nuisance, and revocation of any consent given hereunder.
 - c. No birds or animals shall be fed from the windowsills, court spaces or other portions of the building or on the sidewalks or driveways.
 - d. The Corporation shall not permit, under any circumstances, the harboring or visitation of any dog which is or contains the following breeds: Akita, Alaskan Malamute, American Staffordshire Terrier, Bull Terrier, Chow Chow, Doberman Pinscher, German Shepherd, Miniature Bull Terrier, Pit Bull, Presa Canario, Rottweiler, Siberian Husky and Staffordshire Bull Terrier or any other type of similar dog or mixed breed which may have vicious or violent propensities, as determined by the Board of Directors upon the advice of the Corporation's insurance carrier, in its sole discretion. These restrictions are not exclusive, and may be amended from time to time upon any application for consent to harbor a dog at the premises, in the Board's sole discretion. Notwithstanding the aforesaid, the Board may, in its absolute discretion, consider and approve on a case by case basis, an application to harbor a maximum of two (2) dogs of a miniature or toy breed, where the combined weight at maturity of the two (2) dogs does not exceed twenty (20) pounds.
 - e. **If a pet is noted to be aggressive or if any shareholder is found to be harboring an animal on the premises without first applying for and obtaining permission to do so by the Board of Directors, they shall be sent a legal notice demanding the removal of said animal. No warnings will be given and the shareholder will assume all legal costs.**
 - f. In addition to any other remedy the Lessor may impose, any shareholder who fails to clean up after their pet relieves itself (urinate/defecate etc.) on the premises, shall be subject to an administrative surcharge. Said administrative charge shall be deemed additional maintenance and collectable as such. Repeated failure to clean up may result in withdrawal of any previous consent granted and an order to remove the animal.
13. **Antennas.** No radio or television aerial/antenna shall be attached to or hung from the exterior of the building without the prior written consent of the Board of Directors. No satellite dish shall be installed except if it is in full compliance with all FCC Regulations.
 14. **Laundry Rooms.** Washing machines and dryers are provided as a convenience and are used at a resident's own risk. LAUNDRY ROOM DOORS MUST BE KEPT CLOSED AT ALL TIMES for safety reasons. There is no smoking in the laundry room at any time. The hours for use are Monday through Friday 7:00 a.m. to 10:00 p.m. and Saturday and Sunday 8:00 a.m. to 10:00 p.m. The last load of clothes must be in the washing machine at 8:30 p.m. Laundry should not remain on clothes line for longer than 24 hours. Shareholders are not permitted to operate a washing machine or dryer in an apartment. Use of the laundry facilities by non-residents is NOT permitted. Shareholders who violate this policy will be assessed an administrative fee.
 15. **Storage Rooms.** Storage rooms are located in Buildings 2 and 4. Residents may store reasonable amounts of personal property in the storage rooms, provided the items stored do not violate applicable White Plains fire safety rules including, but not limited to combustible, volatile, or explosive materials such as paint, gasoline, paper, cardboard, etc. Each shareholder may use no more than a 5'X4' area and their unit number must be displayed on your belongings. Garages may only be used for the parking of

motor vehicles and may not be used for storage of other personal property. Building 3 provides a room for bicycle storage. Each shareholder is allowed two bicycles to be stored at no cost. Each additional bicycle is subject to a \$10 annual fee. No more than 4 bikes total are allowed. All storage is at the shareholder's sole risk. The Cooperation is not liable for any loss or damage to vehicles or property in garages or the storage room from any source or cause whatsoever. Any and all items stored in any storage areas are subject to removal at the Board's sole discretion upon twenty four hours notice to the responsible party. Items not removed within such twenty four hours may be removed by the Cooperative at the cost and expense of the responsible party.

16. **Safety.** All entrance doors, laundry and storage room doors, and garage doors **MUST BE LEFT CLOSED AND LOCKED AT ALL TIMES**. These doors may not be propped or tied open at any time for any reason.
17. **Exterminating.** The Managing Agent, and any contractor or workman authorized by the Board of Directors, may enter any apartment on prior notice to the Shareholder/resident, for the purpose of taking measures as may be necessary to control or exterminate any vermin, insects, or other pests or to investigate any claim of damage to that unit or that the unit is the source of damage being caused to another unit or the common areas of the Complex and/or repair such source of damage. It is mandatory that all shareholders have their unit treated twice annually, regardless if there is a need. Sign-up sheets will be posted in common areas. Any unit found to be hoarding and causing pest problems in the building will incur a fine and be responsible for the exterminator fees to rid the building of pest issues.
18. **Rugs.** 80% of the floors in each room or area of a unit, except kitchens, bathrooms and closets, must be covered with suitable, noise-reducing rugs/carpeting and padding. Apartments may be inspected to ensure compliance with this requirement.
19. **E-Bikes and Scooters.** Shareholders and visitors may not keep or charge e-bikes or scooters in apartments or in common areas of buildings.
20. **Tours.** Exhibitions, Etc. No group tour or exhibition of any unit or its contents shall be conducted, nor shall any auction or sale be held in any unit without the prior written consent of the Board of Directors. Real estate "Open Houses" are an exception to this rule.
21. **Complaints.** Complaints must be made in writing, dated and signed, to the Managing Agent. No oral complaints will be addressed or responded to.
22. **Work Orders.** Shareholders/residents shall inform the Management Company of any repairs that need to be done at the Complex, including repairs to units for which Shareholders are responsible. If the Maintenance Staff performs a repair for which a Shareholder is responsible, the Managing Agent will bill the Shareholder for the repair service, plus any expenses actually incurred by the Lessor. Work Order forms are located next to the Superintendent's shop as well as in each laundry room and should be submitted to the Managing Agent.
23. **Employees.** No employee of the Complex may be used by any Shareholder or resident for the private business of that Shareholder or resident, nor shall any employee be sent out of the Complex on any private business of a Shareholder or resident.
24. **Smoking.** The interior common areas of the premises are designated as smoke free zones, and Smoking of any kind or substance is not allowed in any hallway, laundry room, or other indoor common area, including walkways, parking areas, garages and within 50 feet of any residential building. Smoking ODOR must be kept within the confines of your apartment.
25. **Homeowner's Insurance.** All shareholders must obtain and continually maintain comprehensive liability and casualty insurance covering their respective units. Shareholders who are subleasing their apartments are required to carry additional insurance on their policy covering the unit as a rental apartment. It is strongly recommended that subtenants carry renter's insurance to protect their personal property inside the apartment. Any questions about required coverage should be directed to the Co-op's Management Company. Shareholders shall provide the Cooperative with proof of such insurance upon request and at least annually.
26. **Leaks.** Any issues with leaks between shareholders are to be reported to the superintendent and managing agent with supporting documentation and images. Additionally, shareholders are expected to inform their insurance company immediately. The superintendent and/or the corporation's assigned

plumber will inspect the damage and determine fault. The Corporation is only responsible for leaks that originate from plumbing within the walls.

27. **Background Checks.** All shareholders and residents are required to submit to a background check and for the security and fairness to the residents the same standards are required for any additional person. Visitors are limited to fourteen days. Any occupant or visitor staying over fourteen days will be seen as a resident and a background check will be requested; all associated fees are the responsibility of the shareholder.
28. **Schedule of Charges.** In accordance with the Corporation's Proprietary Lease and House Rules, the Board of Directors hereby sets forth the Corporation's policy for imposing disciplinary actions and charges/fines in connection with violations of the Corporation's governing documents.

Each shareholder is responsible for complying with the Corporation's governing documents.

Shareholders are further responsible for ensuring their subtenants, **guests** and family members comply with the governing documents. In the case of violations committed by guests or unit occupants who are not residents, the Board of Directors shall notify the shareholder in writing of the nature of the violation. Any fines for non-compliance or reimbursement shall be imposed against the shareholder and secured by the Corporation's lien against the shares.

Shareholders shall be liable for their own fines and for fines assessed against their guests and unit occupants. A fine or charge must be paid by the shareholder within thirty (30) days of the assessment of the fine. If the shareholder fails to pay within thirty (30) days after the fine is assessed, the fine shall be deemed a common charge assessable against the unit.

The schedule of charges shall be sent to all shareholders and the Board of Directors reserves the right to establish a new schedule at any time after notice is provided to shareholders. This list of violations and charges is **not** inclusive. The Board reserves the right to increase, decrease or modify the financial charge for any of these violations as well as to add other violations and their corresponding charges as it deems necessary and as it, in its sole discretion, deems appropriate in any individual case. Effective December 1, 2022, the following fines have been instituted by the Board of Directors:

| Schedule of Fines | | | |
|--|------------------------|------------------------|-------------------------|
| | <u>1st Offense</u> | <u>2nd Offense</u> | <u>3rd Offense</u> |
| Late payment of maintenance or assessment (per management) | | | |
| Alterations / contractors, Unauthorized | \$250.00 (+damages) | \$500.00 (+damages) | \$1000.00 (+damages) |
| Ball Playing/Skateboarding, Unauthorized | \$50.00 | \$200.00 | \$500.00 |
| Dumping, Illegal | \$150.00 (+fines) | \$400.00 (+fines) | \$750.00 (+fines) |
| Floor Covering, Improper | \$150.00 | \$400.00 | \$750.00 |
| Hallways, Obstructed | \$150.00 | \$400.00 | \$750.00 |
| Parking, Illegal | \$150.00 | \$400.00 | \$750.00 |
| Moving | | | |
| - Improper Time | \$150.00 | \$400.00 | \$750.00 |
| - Improper Day | \$150.00 | \$400.00 | \$750.00 |

| | | | |
|--|----------------------------|----------|----------|
| - Lack of Notification | \$150.00 | \$400.00 | \$750.00 |
| Stored Items, Illegal | \$150.00 | \$400.00 | \$750.00 |
| Trash Disposal, Improper | \$75.00 | \$200.00 | \$400.00 |
| Transient occupancy/guest Violations (per day) | \$150.00 | \$300.00 | \$600.00 |
| General Rule Violation (for the violation of any rules not specified herein) | \$150.00 | \$200.00 | \$400.00 |
| Refusal to Remove Vehicle for Plowing | \$150.00 | | |
| Sublet, Illegal (per month) | \$2000.00 (+legal fees) | | |
| Harboring of pet without approval (per day) | \$25.00 | | |
| Failure to remove canine waste - urination/defecation on property (per incident) | \$75.00 | | |

29. **Revocation of Consents or Approvals.** Any consent or approval given under these House Rules by the Board of Directors shall be revocable at any time for any reason.
30. **Violations.** In addition to any other remedy provided for in the Proprietary Lease or herein for any default under these rules or the Proprietary Lease, a violation of these rules may subject the account of the shareholder from whose unit the offending conduct occurs, or in which the offending actor resides or is visiting, to an administrative cost recovery charge to reimburse the Lessor Corporation for expenses known and unknown, whether paid or not, for the costs of correcting the violation, repairing the property, and or notifying the offender of the violation, as liquidated damages, the exact amount of any damages being difficult or impossible to ascertain. Children are not to play ball in any of the common areas.

Revised by Resolution of the Board of Directors

August 2008

March 2012

October 2012

November 2012

February 2013

December 2013

February 2017

November 2022

A violation of any of these House Rules shall be deemed a material (not de minimis) violation of the Proprietary Lease which may result in termination thereof and the commencement of legal proceedings against the shareholder as permitted by law.

TANGLEWOOD GARDENS OWNERS CORP.

PET REGISTRATION FORM & PET POLICY

Shareholder's Name: _____

Address/Unit: _____

Phone: _____

Relationship of applicant to shareholder: _____

PROPOSED PET INFORMATION: (Circle one) Dog Cat Other - _____

Name: _____

Age: _____

Breed(s): _____ Coloring: _____

Size (Height and present weight): _____

License (Issuing Jurisdiction, License # and date): _____

Vaccination Documentation: (Indicate all current shots and vaccinations appropriate to type of animal)

SERVICE DOG CERTIFICATION: (Circle one) Service Therapy

Certificate Status: _____

Granting Authority: _____

Address of Granting Authority: _____

Date of Certification: _____

Pets are expected to be present at the interview

(ATTACH PHOTO OF PROPOSED PET BELOW)

TANGLEWOOD GARDENS OWNERS CORP.
101 NORTH BROADWAY / 260 CHURCH STREET
WHITE PLAINS, NEW YORK 10603

- 12. Pets.** No animal, including without limitation, dogs, cats, birds, fish, reptiles, snakes or insects, rabbits, ferrets, guinea pigs, hamsters, etc., shall be kept or harbored in the premises permanently, temporarily, including visitors, unless the same in each instance be expressly permitted by resolution of the Board of Directors and evidenced in a writing executed by the Board of Directors and under such conditions as the Board may require, and based upon a written application and following procedures as set by the Board from time to time. Consent to harbor a dog may be granted by the Board in otherwise appropriate cases, subject to breed restrictions in the Board's sole discretion, to a household or unit, to harbor one dog only and limited to a dog whose weight at maturity will not exceed sixty (60) pounds. In the event of multiple pet requests from the same unit, a maximum of one dog and one cat, or two cats may be harbored at any one time. Visiting dogs and cats (harbored for a period in excess of three days) are not permitted in excess of these rules. Written notification of the type of animal and its anticipated duration of visit must be sent to the Managing Agent before the visiting animal is brought to the Complex. Dogs shall not be permitted in or on the common areas of the premises or grounds at any time unless carried or on a leash not exceeding twelve feet in length.
- a. Fees: Consent for the harboring of cats or dogs within the guidelines of this rule is subject to an administrative maintenance charge. Fees are set at \$120.00 per annum for any dog and \$60.00 per annum per cat, and said administrative charges may be assessed in a lump semi- annually or charged monthly to the Shareholder's account in the Board's discretion.
 - b. Dogs, when walked, shall be curbed and their owners shall clean up after the animal in accordance with City ordinances. Specific areas of the property may be set aside for walking or exercising an outdoor animal, and only those areas may be used to walk or exercise a permitted animal. A repeated failure to observe any rules involving pets, or the creation of constant offensive odors or noise or a health or safety threat may constitute grounds for declaring the offending pet a nuisance, and revocation of any consent given hereunder.
 - c. No birds or animals shall be fed from the windowsills, court spaces or other portions of the building or on the sidewalks or driveways.
 - d. The Corporation shall not permit, under any circumstances, the harboring or visitation of any dog which is or contains the following breeds: Akita, Alaskan Malamute, American Staffordshire Terrier, Bull Terrier, Chow Chow, Doberman Pinscher, German Shepherd, Miniature Bull Terrier, Pit Bull, Presa Canario, Rottweiler, Siberian Husky and Staffordshire Bull Terrier or any other type of similar dog or mixed breed which may have vicious or violent propensities, as determined by the Board of Directors upon the advice of the Corporation's insurance carrier, in its sole discretion. These restrictions are not exclusive, and may be amended from time to time upon any application for consent to harbor a dog at the premises, in the Board's sole discretion. Notwithstanding the aforesaid, the Board may, in its absolute discretion, consider and approve on a case by case basis, an application to harbor a maximum of two (2) dogs of a miniature or toy breed, where the combined weight at

maturity of the two (2) dogs does not exceed twenty (20) pounds.

- e. **Any shareholder who keeps or harbors an animal in the premises without first applying for and obtaining permission to do so by the Board of Directors, shall be sent a legal notice demanding the removal of said animal. No warnings will be given and the shareholder will assume all legal costs.**
- f. In addition to any other remedy the Lessor may impose, any shareholder who fails to clean up after their pet relieves itself (urinate/defecate etc.) on the premises, shall be subject to a fine. Said administrative charge shall be deemed additional maintenance and collectable as such. Repeated failure to clean up may result in withdrawal of any previous consent granted and an order to remove the animal.

COOPERATIVE ADMISSION APPLICATION

I/We have provided the information contained in this Application in order to induce the Board of Directors to favorably consider my/our Application to purchase/sublet the subject apartment. I/We represent that all information provided is true and accurate and I/we further represent that I/we accept responsibility for any misrepresentations herein which may be, or cause to be a default of my/our Proprietary Lease and the Corporations By-laws.

The applicant(s) herein understand the information, which has been provided herein, will be verified and the Corporation is herein given express permission to contact and inquire of any of the firms or individuals, credit references or employers, Landlord's or mortgage banks. Applicant(s) also understand that a credit report will be obtained to verify credit information and Applicant expressly authorizes such an investigation. This authorization shall satisfy all of the requirements of Section 606 of the Fair Credit Reporting Act.

In applying for Consent to this proposed sale/sublet, the applicant(s) understand that such consent is required by the terms of the Proprietary Lease. The applicant(s) also understand that the information provided is essential to this Application and the Board of Directors is relying on the accuracy of the information provided to make their decision. Any misstatements or false statements will be deemed grounds for denial of the Application.

Applicant(s) are aware that the subject Cooperative Unit is sold "as is" and the Corporation is not obligated to make any repairs, alterations or decorations. Applicant(s) acknowledge the purchaser or renter of a cooperative apartment takes subject to the provisions of the Proprietary Lease and Bylaws and assumes all of the Seller's obligations there under is obligated to sign such documents to accomplish such purpose as the Corporation's Transfer Agent may require.

The Board of Directors reserves the right to request any additional information that it considers pertinent and this Application will not be deemed submitted until all requested information has been provided.

Applicant(s) represent that I/we are over eighteen (18) years of age and will purchase/rent these shares for my/our own account and not for any other Individual, Corporation, Partnership, Trust, or any other entity.

Applicant(s) understand that this Application is not binding on the Corporation, or its Agent(s), and that the fee paid for this Application is not refundable if the Application is denied or withdrawn for any reason.

Applicant(s) understand and agree that any information obtained by the Corporation or its Agent(s), either submitted by the Applicant or obtained directly by the Corporation, whether original or copy, shall be the property of the Corporation and will not be returned whether the Application is approved or denied.

Signature of Applicant

Date

Signature of Applicant

Date

ACCESS AGREEMENT

APARTMENT # _____

ADDRESS: _____

The undersigned Applicant represents that I/We are aware that the Proprietary Lease Agreement allows for the Cooperation (the Lessor) to have all the apartment entrance door keys to my/our apartment at all times.

While the Corporation is not responsible for the loss or misuse of these keys, the Corporation has provided a secure area for the retention of these keys and they are to be utilized in the case of an emergency only and only after all attempts to contact the residents have been exhausted.

By my/our acknowledgement of this form, I/We herein agree that I/We will supply a complete set of keys to my/our apartment to the Superintendent immediately. If any lock is altered or changed any time thereafter, I/We will notify the Superintendent and immediately provide a new key thereto.

Signature

Date

Signature

Date

RENOVATIONS – REMODELING – CONSTRUCTION

POLICY & RULES

NON-SUBSTANTIAL JOBS

This category includes cosmetic work such as painting, plastering, floor sanding and the installation of carpet and floor tile. Non-substantial jobs are generally those that could not predictably affect the heating, plumbing, and electrical or structural systems of the building.

Any Owner who plans to have a non-substantial job performed in their apartment must notify (in writing) the Managing Agent and notify (verbally) the Superintendent of the scope of work to be performed and the dates on which the work will be performed. No work can be commenced without the written approval of the Managing Agent prior to commencement. This includes any of the aforementioned work even if the Shareholder intends to physically perform this work themselves.

Any Owner who has a non-substantial job performed in their apartment must comply with the following rules:

1. Workers can only be in the building between the hours **8:00 am to 5:00 pm Monday through Friday**. Work shall not be performed on **Saturdays, Sundays or Holidays** (except for quiet work which is self-contained within the apartment). No work that can create noise or otherwise disturb neighbors shall be performed before 9:30 am.
2. Workers must check in and out with the Superintendent on a daily basis. All workers must enter and exit through the basement, garage or service entrance where possible and may not use the front lobby door.
3. Workers must clean up on a daily basis all dust and debris the job creates anywhere in the building (outside of apartment) i.e. elevators, halls, basement, and must remove all debris from the building on daily basis. Debris may not be deposited with the trash or in building disposal areas or left for municipal pick-up.
4. Workers may not store their tools, equipment or supplies in the basement, halls or any other common areas.
5. Workers must protect the elevator or halls and stairs from scratching or other marring by using either pads or construction paper. Hallway floors must be similarly protected.

SUBSTANTIAL JOBS

This category includes any work that involves the removal and/or installation of electrical wiring or equipment, plumbing equipment (inclusive of toilets, sinks, vanity cabinets, kitchen equipment or the demolition or alteration of interior unit walls (even if nonstructural). Any partial or complete kitchen or bathroom renovations are considered substantial.

If an Owner is uncertain whether a particular job is substantial or non-substantial, it is the Owner's responsibility to request a written opinion from the Managing Agent.

If a job is a substantial, Rules 1 through 5 set forth herein, must be complied with and, in addition, the Shareholder must comply with the following Rules:

6. The Managing Agent **must approve the Contractor** you wish to retain to perform the work. (There have been instances where Contractors have caused damage to the building systems and have failed to adhere to procedures intended to protect the building and its residents).
7. The Owner must submit the following documents to the Managing Agent. After the Managing Agent has reviewed the documents, you will be advised, in writing, of approval, denial or a request for additional documentation: **(The Managing Agents written approval must be obtained prior to the commencement of any alteration or improvement.)**
 - a) A detailed, written statement describing the scope of work.
 - b) A set of legible plans for the job, signed by a licensed Architect or Engineer.
 - c) A copy of the Rules signed by the Shareholder and Contractor,
 - d) Complete copies of all Contracts made with the Contractors and Suppliers. Any and all Contractors must be licensed and a copy of that license must also be submitted. General Contractors may not perform plumbing or electrical work without them having required licenses and must submit same.
 - e) A Certificate of Insurance evidencing Personal Liability, Property Damage, Employee's Liability and Worker's Compensation coverage in an amount not less than \$1,000,000.00. Certificates will name the Corporation, the Managing Agent and the Shareholder as co-insureds. Each Certificate shall state that the coverage may not be terminated without ten (10) days prior written notice of their termination to the Managing Agent. A Certificate is required for each Contractor and Sub-Contractor.
 - f) A written statement indicating whether any other apartments will be affected by the job (i.e. water, heating or electrical shut off) and, if so, which apartments, in what way, and for how long will be affected. Any aforementioned shut off

requires at least a twenty four (24) hour prior notice to any and all affected residents, Managing Agent and Superintendent.

- g) If, by Law, Statute or Code, the proposed work requires the prior approval of government agencies and the issuance of a Permit, you must submit copies of all Permits and Applications for those Permits.
- h) If, in the sole discretion of the Managing Agent, an Engineer must be engaged to review any submission, the cost thereof shall be charged back to the unit owner.
- i) A refundable (if there has been no damage or violation of these Rules) renovation deposit in an amount up to \$1,000.00 may be requested and must be rendered prior to written approval being granted.

Any violations of the Rules herein set forth will subject the owner to a fine of up to \$1,000.00 (amount to be set by the Managing Agent depending on the severity of the violation and at the Managing Agents sole discretion)

If an Owner, or their Contractors, violates any of the Rules herein set forth, or if the Managing Agent, in his sole discretion, determines that a job is being performed in an unsafe manner, or if the Scope of Work has been or will be exceeded, the Corporation reserves the right to withdraw any written approval and to stop all work at any time, and shall incur no liability if they do so.

I/We have reviewed and understand the Rules herein contained and agree to abide by all of the provisions contained therein.

(Signature)

(Date)

(Address)

(Apartment)

SECTION 10

SMOKE AND CARBON MONOXIDE DETECTOR CERTIFICATION

CARBON MONOXIDE DETECTOR CERTIFICATION

We hereby certify that as the seller of the below designated apartment/unit that there is installed an approved Carbon Monoxide Detector, hard wired, battery operated or plug in device, in compliance with the requirements of NYS Amanda's Law in my apartment/unit.

Seller/Owner

Date

Print Name

Seller/Owner

Date

Print Name

Purchaser/Tenant

Date

Print Name

Purchase/Tenant

Date

Print Name

Premises: _____

Unit. # _____

SECTION 11

LEAD PAINT DISCLOSURE

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 |

SECTION 12

Landlord Reference Letter

SECTION 13

Employer Reference Letter

SECTION 14

Personal Reference Letters

SECTION 15

Copy of Applicant(s) Driver's License