



Excel
Bradshaw
Management
Group

DATE:

TO:

FROM: Gloria Taras
Adm. Asst.

RE: **EMILY TOWERS OWNERS CORP.**
SUBLEASING APPLICATION
HARDSHIP
APT.# _____ Owner _____

Original and one (1) set to be submitted

- ___ 1. Completely filled out application
- ___ 2. Two years tax returns with W2's and all schedules signed and dated if self employed, two years audited financial statements
- ___ 3. Two (2) most recent pay stubs
- ___ 4. Copies of bank statements, brokerage statements, and or 401K statements
- ___ 5. Investigation/credit report - **\$50.00 each applicant**
Payable to Excel Bradshaw Management Group LLC
- ___ 6. Fully executed disclosure of lead paint and or lead based paint hazard form
If realtor is involved – must sign as agent
- ___ 7. **Copy of fully executed lease between shareholder and tenant**
- ___ 8. Applicable fees
 - a. **\$350.00 check payable to EBMG**
 - b. See page 2 of sublet policy – payable to Emily Towers
 - a. **.75 cent per share sublet fee**
 - b. **\$500 move in/out security**

Excel Bradshaw Management Group, LLC
501 Surf Avenue
Brooklyn, N.Y. 11224
Tel: 718-266-1110 > Fax 718-996-3674
gtaras@ebmg.com

September 17, 1996

To All Shareholders of Emily Towers Owners Corp.

Re: Emily Towers Owners Corp./ Sublet Policy and Procedures

Dear Shareholders:

Please be advised that at the last board meeting of the Board of Directors of the Coop, signed a resolution changing the sublet policy due to the Banks harsh ruling on the percentages of sublets allowed. If the Co-op has too many banks will not give mortgages. This makes it hard for residents to sell their apartments.

The policy of the Board of Directors, Emily Towers Owners Corp., is that subletting is not permitted except in cases of extreme hardship, as determined by the Board of Directors on a case by case basis. The sublet process is as follows:

1. All Shareholders must reside in their apartment for a minimum of one (1) year prior to any sublease.
2. Sublets will be permitted on an "extreme hardship" basis only, to be determined by the Board of Directors, on a case by case basis. The term of the sublet is one year and the term may be renewed for one additional year upon review by the Board at the end of the one year term. No shareholder will be permitted to sublet units beyond two years.
3. Application to sublet involves a two-step process. The first step is obtaining Board approval of the shareholder's "extreme hardship." If obtained, the second step is obtaining Board approval for the proposed Sublessee.

Sublet applicants must complete two applications: an "extreme hardship" application to be completed by the shareholder. The hardship application asks the shareholder to provide written details and documentation of the facts and circumstances of the hardship claimed as well as substantiation of efforts made to sell the apartment ie., copies of all ads, listing broker(s), etc. If necessary, in addition to review of the shareholder's hardship application at a regularly scheduled Board Meeting, a Board interview with the shareholder will be scheduled at the next regular meeting of the Board of Directors.

The following fees will be charged in connection with the sublet applications and MUST BE SUBMITTED WITH THE STEP ONE "EXTREMEME HARDSHIP" APPLICATION:

(A) 75 cents per share sublet fee AND

(B) Refundable move in/out fee of \$ 500.00.

NO APPLICATION WILL RECEIVE CONSIDERATION UNTIL THE ABOVE FEES HAVE BEEN PAID.

In the event that the step one "extreme hardship" is declined by the Board, all fees will be returned to the shareholder. If the Board approves the "extreme hardship" application, but declines the proposed subtenant, only the (a) and (b) fees as stated above will be returned. If the shareholder with the approved "extreme hardship" then wishes to propose a new subtenant, a letter requesting another step 2 subtenant application must be sent to Excel Bradshaw Management Group accompanied by the fees in (a), (b) above. NO ADDITIONAL APPLICATION WILL BE CONSIDERED UNTIL ALL FEES HAVE BEEN PAID.

Any questions concerning the above should be directed to the Managing Agent,
Excel Bradshaw Management Group, LLC, 501 Surf Avenue, Brooklyn, N.Y. 11224
718-266-1110 fax 718-996-3674

EMILY TOWERS OWNERS CORP.
SUBLET APPLICATION

Name of Shareholder(s): _____

Apt. No.: _____

Telephone Nos.: Home: _____

Business: _____

Other: _____

Name of Applicant(s): _____

Present Address: _____

City, State, Zip: _____

Telephone Nos.: Home: _____

Business: _____

Other: _____

Sublet

Name(s) of person(s) residing in above apartment:

Name	Relationship	Age
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Anyone 18 years and older must completely fill out an Investigation Report.



Excel
Bradshaw
Management
Group

APPLICATION

NAME OF APPLICANT(S) _____

PRESENT HOME ADDRESS: _____

HOME TELEPHONE: _____ HOW LONG AT THIS ADDRESS: _____

SOCIAL SECURITY NUMBER: (APPLICANT) _____ WIFE SOCIAL SECURITY NUMBER: _____

DATE OF BIRTH, HUSBAND: _____ DATE OF BIRTH, WIFE: _____

PREVIOUS HOME ADDRESS: _____ YEARS: _____

HUSBAND'S EMPLOYER: _____ LENGTH: _____

EMPLOYERS ADDRESS: _____ TELEPHONE: _____

YOUR POSITION: _____ LENGTH: _____ ANNUAL SALARY: _____

WIFE'S EMPLOYER: _____ ANNUAL SALARY: _____

EMPLOYERS ADDRESS: _____ TELEPHONE: _____

YOUR POSITION: _____ LENGTH: _____ ANNUAL SALARY: _____

BANK ACCOUNTS:

BANK NAME	BRANCH:	ACCT. NO.	TYPE ACCOUNT:
1 _____			
2 _____			

NAMES OR SOCIAL SECURITY NUMBER YOU MAY HAVE USED, TO OBTAIN ANY CREDIT OR CHARGE ACCOUNTS:

NAME: _____ SOCIAL SECURITY NUMBER: _____

WHERE YOU EVER CONVICTED OF A CRIME: YES: _____ NO: _____

IF YES, EXPLAIN: STATE: _____ COUNTY: _____ YEAR: _____ CHARGES: _____

IF SELF-EMPLOYED GIVE DETAILS OF BUSINESS BANK ACCOUNTS: ACCT. NO. _____

BANK NAME:	ACCOUNT NO#	ADDRESS
_____	_____	_____

NOTICE TO ALL APPLICANTS:

IN CONNECTION WITH YOUR APPLICATION, IT HEREBY ADVISES YOU, THAT IT MAY ORDER A CONSUMER REPORT ON YOU, AND YOUR CO-APPLICANT. IF YOU MAKE A REQUEST, WE WILL SUPPLY YOU WITH THE NAME OF REPORTING AGENT.

APPLICANT SIGNATURE: _____ DATE: _____

CO- APPLICANT SIGNATURE: _____ DATE: _____

Excel Bradshaw Management Group, LLC
501 Surf Avenue
Brooklyn, NY 11224
Tel: 718-266-1110 ■ Fax: 718-996-3674

REFERENCES: - One business associate and one personal (not a relative)

NAME: _____ NAME: _____

ADDRESS: _____ ADDRESS: _____

TELEPHONE #: _____ TELEPHONE #: _____

I RECOGNIZE THAT NO SUBLET CAN BE FINALIZED WITHOUT THE WRITTEN CONSENT OF THE BOARD OF DIRECTORS, AND CONSENT IS CONTINGENT UPON AN INTERVIEW BY THE ADMISSIONS COMMITTEE.

(I), (WE) CERTIFY THAT THE STATEMENTS MADE IN THIS APPLICATION HAVE BEEN EXAMINED BY (ME) (US), AND TO THE BEST OF (MY), (OUR), KNOWLEDGE AND BELIEF ARE TRUE, CORRECT AND COMPLETE.

DATE: _____

SIGNATURE _____

ADDENDUM TO LEASE
DISCLOSURE OF INFORMATION ON LEAD-BASED AND/OR PAINT HAZARDS

LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health problems for women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

LESSOR'S DISCLOSURE

(a) Presence of lead-based paint hazards (Check (i) or (ii) below):

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

(ii) Lessor has no knowledge of lead-based paint and/or lead-based paint in the housing.

(b) Records and reports available to the lessor (Check (i) or (ii) below):

(i) Lessor has provided the lessee with all available records pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

LESSEE'S ACKNOWLEDGMENT (initial)

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

(d) Lessee has received the pamphlet *Protect Your Family from Lead in your Home*.
Agent's Acknowledgment (initial)

(e) Agents has informed the lessor of the lessor'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.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

MOVE-OUT PROCEDURES

Dear Owner:

In order to help you move out of the cooperative apartment in a safe and convenient manner, please take time to review the following procedures.

1. Moving is allowed only on Monday through Friday between the hours of 9:00 a.m. and 5:00 p.m. So that you can complete your move before 5:00, your movers must be at the property by 11:00 a.m. There will be no exceptions. If you proceed, you will forfeit your move-out deposit of \$500.00 and will be charged \$200.00 for each additional hour of your move after 5:00 p.m.
2. 7 days notice of the date of move-out, with confirmation 48 hours prior to move-out, is required. Notify Managing Agent at 718-266-1110 as well as the Superintendent at (718) 715-2516
3. No moving can take place on legal holidays and weekends.
4. Elevator pads must be in place before moving starts. Elevator car must be in service. See Superintendent upon your mover's arrival.
5. Movers must take all reasonable precautions to insure that no damage occurs to any hallways, floors, or elevator area.
6. **Owner must send a \$500.00 move-out deposit (certified or bank check or attorney trust account check payable to Emily Towers Owners Corp.) to Management** After the move is complete, an immediate inspection of the hallways and common areas (elevators, etc.) will take place. If there is no damage to the premises, the check will be returned by the Managing Agent. Please note that the fine for violations of these policies is not limited to the \$500.00 deposit. The Board of Directors has the right to impose additional fines if they see fit. (See item 1).

(I) (We) have read and understand the above Move-out procedures and acknowledge same.

Date: _____

Building: _____ Apt. _____

Signature

Signature

MOVE-IN PROCEDURES

Dear Sublessee:

Welcome to Emily Towers Owners Corp. In order to help you move into your cooperative apartment in a safe and convenient manner, please take time to review the following procedures.

1. Moving is allowed only on Monday through Friday between the hours of 9:00 a.m. and 4:30 p.m. So that you can complete your move by 3:00 P.M., your movers must be at the property by 11:00 a.m. There will be no exceptions. If you proceed, you will forfeit your move-in deposit of \$500.00 and will be charged \$200.00 for each additional hour of your move after 4:30 p.m.
2. 7 days notice of the date of move-in is required. Notify Managing Agent at 718-266-1110 as well as the Superintendent at (718) 775-2516
3. No moving can take place on legal holidays and weekends.
4. Elevator pads must be in place before moving starts. Elevator car must be in service. See Superintendent upon arrival.
5. Movers must take all reasonable precautions to insure that no damages occur to any hallways floors or elevator area.
6. **Sublessee** will be responsible for any damages caused as a result of any move-in as well as violating the move-in procedures (days & times); accordingly, a \$500.00 move-in security deposit (certified or bank check or attorney trust account check payable to Emily Towers Owners Corp.) will be required of all **Sublessee(s)** to be submitted with documents. This deposit is refundable after the move-in is complete, pending inspection of common areas, elevators, etc. Please note that the fine for violators of these policies is not limited to the \$500.00 move-in security deposit. The Board of Directors have the right to impose additional fines if they see fit. (See Item1).

(I) (We) have read and understand the above rules and regulations.

Date: _____
Building : _____ Apt. _____

Signature

Signature

Emily Towers Owners Corp.

Acknowledgement of House Rules

I _____ the subtenant(s) of apartment _____,
at **Emily Towers**, acknowledge receipt of the latest copy of the House Rules as
prescribed by the Board of Directors.

I further acknowledge that any violation of these rules by either the shareholder of my unit or
myself may result in heavy fines or suspension of my sublease agreement.

X _____ Date ____ / ____ / ____
(Subtenant)

X _____ Date ____ / ____ / ____
(Subtenant)

EMILY TOWERS OWNERS CORP.
HOUSE RULES

JULY 1998

Updated from September 1995

1. The public halls and stairways of the building shall not be obstructed or used for any purpose other than to enter and to exit from the apartment in the building, and the fire escapes shall not be obstructed in any way whatsoever.
2. No patient of any doctor who has offices in the building shall be permitted to wait in the lobby.
3. Children shall not play in the lobby, public halls, courtyards, stairways, fire escapes or elevators and shall not be permitted on the roof unless accompanied by a responsible adult.
4. No public hall of the building shall be decorated or furnished by any Lessee in any manner.
5. No Lessee shall make or permit any disturbing noises in the building at any time or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall play upon or suffer to be played upon any musical instrument permit to be operated a stereo, phonograph, or a radio or television loud speaker in such Lessee's apartment at any time if the same shall disturb or annoy other occupants of the building.
6. No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 9 a.m. and 5 p.m.
7. Articles shall not be placed in the halls or on the staircase landings or fire escapes, nor shall anything be hung or shaken from the doors, windows, or fire escapes or placed upon the windowsills of the building.
8. No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall have been approved in writing by the Lessor or the Managing Agent.

EMILY TOWERS OWNERS CORP.
HOUSE RULES

JULY 1998

Updated from September 1995

9. No tricycles, bicycles, scooters or similar vehicles, baby strollers or baby carriages shall be allowed to stand in public halls, passageways, areas or courtyards of the building.
10. Messengers and tradespeople shall use such means of entrance and exit as shall be designated by the Lessor.
11. Water closets and other water apparatus in the building shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the water closets. The Lessee in whose apartment it shall have been caused shall pay for the cost of repairing and damage resulting from misuse of any water closets or other apparatus.
12. Lessee shall make an-appointment with the managing agent and notify the superintendent when furniture and/or heavy trunks and heavy baggage shall be taken in or out of the building. Lessee must adhere to the "Move In – Move out" Procedures that are as follows:
 - The managing agent must be contacted at least one week prior to the scheduled move so that arrangements can be made (the supt. Must be available).
 - The "Move In – Move Out" hours are restricted from 9:00 a.m. through 5:00 p.m. on Mondays through Fridays (no holidays).
 - Entrance and exit for "Move In – Move Out" of building must be through the front. Under no circumstances should any vehicles in connection with a move be parked in the back of the building.
13. No Lessee shall send any employee of the Lessor out of the building on any private business of a Lessee.
14. PETS – Effective January 1, 1989, the Board of Directors adopted resolutions preventing and forbidding any Lessee from keeping, maintaining, housing and/or harboring domestic and/or wild animals, birds, reptiles and/or fish, hereinafter "PET(S)" in such Lessee's apartment.

PET POLICY REVISED APRIL 24, 2007

EMILY TOWERS OWNERS CORP.
HOUSE RULES

JULY 1998

Updated from September 1995

14. PETS (Cont'd)

Note: The foregoing prohibition shall not apply to any Lessee prior to January 1, 1989 (as amended to May 17, 1991) who kept, maintained, housed and/or harbored any PETS in such Lessee's apartment. This applies to new Lessees, and to those Lessees who presently keep, maintain, house and/or harbor PETS after the demise or other final disposition of such PETS. Any Lessee who presently keeps, maintains, houses and/or harbors any PET or PETS in their apartment must supervise the activities of such PET and/or PETS and must, when taking such PET from apartment, carry and/or maintain and keep such PET on a short leash in the elevators, public halls, common hallways, and foyer area of the building; furthermore, in taking the PET outside of the building, all exits must be made from the rear of the building and through the rear yards to the public street.

15. No pigeons or other birds or animals are to be fed from the window sills, fire escapes or in the yard, court spaces or public portions of the building, or on the sidewalks or street adjacent to the building.
16. No radio, television, or ham radio aerial shall be attached to or hung from the exterior of the building without the prior written approval of the Lessor or the managing agent.
17. No vehicle belonging to a Lessee or a member of the family or guest, subtenant or employee of a Lessee shall be parked in such a manner as to impede or prevent ready access to any entrance of the building by another vehicle.
18. The Lessee shall use the available laundry facilities only upon such days and during such hours as may be designated by the Lessor or the managing agent.
19. No Lessee shall install or operate a washing machine and/or clothes dryer in the apartment.

It is understood that certain apartments that had such washing machines and/or clothes dryers installed in apartments prior to the cooperative corporation's existence (October 1987) are exempt from this rule. However, the Lessor retains the right to demand the removal of any washing machine or clothes dryer if the operation of such is causing a problem with plumbing.

Continued...

EMILY TOWERS OWNERS CORP.
HOUSE RULES

JULY 1998

Updated from September 1995

19. Cont'd...
In addition, upon the resale of shares by the existing Lessee, such equipment must be removed from the apartment. No Lessee with an existing washing machine and/or dryer in an apartment shall operate such equipment between the hours of 10:00p.m. and 8:00a.m.
20. The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
21. Unless expressly authorized by the Board of Directors in each case, the floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms, closets and foyers.
22. No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the consent of the Lessor or its managing agent.
23. The Lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee during 10 days after notice in writing from the Lessor or the managing agent to clean windows, the Lessor may do such cleaning. The Lessor has the right, by its officers or authorized agents, to enter the apartment for the purpose and to charge the cost of such cleaning to the Lessee.
24. Complaints regarding the services of the building shall be made in writing to the managing agent of the Lessor.
25. Any consent or approval given under these House Rules by the Lessor shall be recoverable at any time.
26. The Lessee will abide by all arrangements made by the Lessor with the garage operator with regard to the garage and the driveways thereto.

EMILY TOWERS OWNERS CORP.
HOUSE RULES

JULY 1998

Updated from September 1995

27. The following rules shall be observed with respect to garbage, refuse and recyclable disposal:
- All wet debris is to be securely wrapped and bagged in small package size to fit easily into the garage chute in the compactor closets.
 - Debris should be completely drip-free before it leaves the apartment and carried to the compactor closet in a careful manner and in a drip-proof container, then placed into the garbage chute for disposal.
 - Recyclables – bottles, cans and plastic, should be cleaned and dried and shall be placed in the bin designated for such use in each compactor closet.
 - Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into the garage chute. Small items of this nature may be left in a neat manner on the compactor closet floor. Bulky items should be brought by the Lessee to the basement to be disposed of by service employees.
 - Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers oil soaked rags, empty paint or aerosol cans or any other flammable, explosive, highly combustible or noxious substances or lighted cigarettes or cigars stubs, be thrown into the garbage chute.
 - Vacuum cleaner bags must never be emptied into the garbage chute. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then be placed into the garbage chute.
 - The superintendent shall be notified of any drippings, or moist refuse appearing on compactor closet floor or corridors.
28. No Lessee shall install any plantings on the fire escape or roof.
29. The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. If the lessor takes measure to control or exterminate carpet beetles, the cost thereof shall be payable by the Lessee, as additional rent.

EMILY TOWERS OWNERS CORP.
HOUSE RULES

JULY 1998

Updated from September 1995

30. The House Rules may be added to amended or repealed at any time by resolution of the Board of Directors of the Lessor.
31. No employee of Lessor may be used by any Lessee for the private business of any Lessee without the prior written consent of the Board of Directors having first been obtained in each instance. The holders of Unsold Shares shall have the right to use employees of the Apartment Corporation in the preparation of vacant apartments for sale or to do work in connection with apartments to which Unsold Shares reallocated, and the holders of Unsold Shares will pay the Apartment corporation the hourly wage of the employees involved for the time during which they were actually employed on such business. Such employment may not interfere with the regular duties of said employees.

November 19, 2001

Re: Amendments to the House Rules

To All Residents of Emily Towers Owners Corp.

Please be advised that the House Rules of the Coop have been amended specifically those governing Move-In/Move-Out procedures and Pets, and the adoption of two (2) new House Rules regarding consent for alterations and the imposition of fines for the breach of any House Rule. The following are the amended and new House Rules:

- **Move-In/Move-Out Procedures (House Rule No. 12)** - restricted from 9:00 am through 5:00 pm, Mondays through Fridays (No Holidays, NO EXCEPTIONS!). All move-ins and move-outs must be arranged with the super so that they can be supervised. Any infraction shall result in a \$250 fine, which will be collectible as additional maintenance.
- **Pets (House Rule No. 14)** - the Coop forbids any resident from keeping, maintaining, housing, and/or harboring domestic and/or wild animals, birds, reptiles, and/or fish in the apartment. This prohibition shall not apply to any shareholder that kept, housed, and/or harbored any pet before January 1, 1989. In case a pet was "grandfathered in", they must be walked on a leash at all times and be taken out through the basement and out the back door. In addition, should any unsanitary condition result in the common areas, it must be cleaned immediately. Any infraction shall result in a \$100 fine, which will be collectible as additional maintenance.
- **Alterations (House Rule No. 32)** - No alterations can commence without first obtaining written consent from the Board of Directors and/or Managing Agent. Any infraction shall result in a \$500 fine, which will be collectible as additional maintenance.
- **Fines (House Rule No. 33)** - Breach of any House Rule shall result in a fine of \$100 for each occurrence in which it will be collectible as additional maintenance.

Please be advised that we will only give one (1) warning along with a 30-day grace period before the fines are imposed.

We trust that everyone will comply and that implementation of these fines will not be necessary.



September 29, 2004

To All Shareholders of Emily Towers Corp.

Please be advised that effective immediately there will be penalties imposed for the attached violations and infractions of the Rule and Regulations of the Coop.

Only one (1) warning, either in writing or verbally will be given before the charges are added on your account.

Your anticipated cooperation in adhering to these rules is appreciated

Very truly yours,

Jeffrey Levy
Assistant Property Manager

EMILY TOWERS OWNERS CORP.

RULES AND REGULATIONS

The following penalties for violations and infractions of the Rules and Regulations will be added to the maintenance as additional maintenance (rent):

1. Bicycles, carriages, or any other unauthorized articles left in halls or entrances **OVERNIGHT**. This is against Fire Department rules and it is also a problem when halls are washed.
\$20.00 each offense
2. Dogs' roaming unleashed or allowing dogs to soil on lawns or common areas. Permitting other pets (i.e. cats) to roam freely.
\$25.00 each offense
3. Defacing or destroying corporate property (breaking windows, destroying landscaping, defacing hallways, etc.)
Cost of labor & material for repair/replacement.
4. Repair of stopped-up toilet or other plumbing problems due to stockholder's own negligence.
Cost of Labor & materials
5. Parking violations (unauthorized parking)
\$20.00 per day
6. No mechanical repairs permitted in parking area.
\$20.00 each offense
7. The parking, driveway and playground areas will not be used for:
 - Playing with hard balls of any kind
 - Flying gasoline powered model airplanes
 - Running gasoline powered model automobiles.**\$20.00 each offense**
8. Dropping debris of any kind (i.e. animal waste, garbage, and food) in common areas (halls, laundry rooms, storage rooms, etc.)...
IF YOU DON'T CLEAN IT UP.
\$25.00 each offense



EMILY TOWERS OWNERS CORP.

NOTICE TO ALL RESIDENTS

September 29, 2004

Please be advised that there has been a change in the Cooperative's Rule Number (21). Effective November 9, 1999 Rule Number (21) reads as follows:

"Unless expressly authorized by the Board of directors in each case the floors of each apartment must be covered with rugs or carpeting, including padding of no less than 1/12 inches to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms, closets and foyers."

Very truly yours,

Jeffrey Levy

Assistant Property Manager

393 Old Country Road, Suite 204
Carle Place, New York 11514

Tel: 516-333-7730 ■ Fax: 516-333-6182
E-Mail: info@ebmg.com

EMILY TOWERS OWNERS CORP.

PET POLICY & REGISTRATION PROCEDURES

The Board of Directors has implemented a "Pet Permit" Policy for our building effective immediately. Pets currently grandfathered prior to the "No Pets" policy as well as pets applying for residence in the building will be allowed provided their owners abide by the following procedures and regulations governing pets. This rule applies to Shareholders only. Subtenants and Sponsor's Tenants are not granted this "Pet Permit" and are not allowed pets as per the Cooperative's House Rules.

These Procedures and Regulations are for the safety and protection of all residents and must be followed.

1. New pets are permitted only after being approved by the Board of Directors.
2. Dogs are to be leashed at all times.
3. Dogs are to be curbed off of Cooperative property only.
4. All pets residing in the building must be registered with Management and be current on the \$50/yearly fee for the "Pet Permit."
5. Applications to register your dog may be picked up at the Superintendent's Office. Completed applications must be returned to the Superintendent's Office with the required application fee (\$50 payable to Emily Towers Owners Corp.) and a photo of your pet. All incomplete applications will be returned and not processed.
6. Shareholders will only be allowed one (1) pet per household with a maximum weight of 30-lbs. full-grown.
7. All dogs must be walked through the rear-entrances of the building, or each infraction will lead to a \$25 fine. All accidents not cleaned up completely by the owner and reported to the Superintendent will be subject to a \$25 fine. Our security camera system will catch each infraction of these rules. Three (3) infractions will lead to revocation of your pet permit.
8. Renewal applications and fees will be required every year.
9. Dog owners are responsible for insuring that the Rules and Regulations governing dogs are followed and that such a pet does not become a nuisance to other residents.
10. Pet owners agree to release the Cooperative, Shareholders, agents, officers, Board of Directors, Managing Agent and building employees from any and all expenses and liabilities for loss of or damages to any persons resulting from the actions of your pet.
11. Permission to maintain a dog may be revoked if such a pet becomes a nuisance or compromises residents' safety.

Emily Towers Owners Corp. "Pet Permit" Application

Please fill out this application and return it to the Management Office. Applications will not be reviewed until they are filled out completely.

1. **Name of Owner:** _____
2. **Unit Number:** _____
3. **Phone Number:** _____
4. **Name of Pet:** _____
5. **Breed of Pet:** _____
6. **Color of Pet:** _____
7. **Pet's Date of Birth:** _____
8. **Approximate Height of Pet:** _____
9. **Approximate Weight of Pet:** _____
10. **Aggressiveness of Pet (Circle One):** Low/ Medium/ High
11. **Emergency Contact Info:** _____

By signing this application, you agree to adhere to the rules and guidelines set forth in Emily Towers "Pet Permit" policy and release the Cooperative and its agents as set forth in that policy from any liability. Any rules that are not followed revoke this permit and the dog will be removed, pursuant to this policy.

Print Name: _____

Signature: _____

Date: _____

SUBLEASE AGREEMENT

The parties agree as follows:

Date of this Sublease:	19
Parties to this Sublease:	Overtenant: Address for notices: You, the Undertenant: Address for notices:
Information from Over-Lease:	Landlord: Address for notices: Overtenant: Address for notices: Date of Over-Lease: 19
Term:	Term: from: 19 to: 19 A copy of the Over-Lease is attached as an important part of the Sublease. 1. ending: years: months: Beginning: 19 ending: 19
Premises rented:	2.
Use of premises:	3. The premises may be used for only.
Rent:	4. The yearly rent is \$. You, the Undertenant, will pay this yearly rent to the Overtenant in twelve equal monthly payments of \$. Payments shall be paid in advance on the first day of each month during the Term.
Security:	5. The security for the Undertenant's performance is \$. Overtenant states that Overtenant has received it. Overtenant shall hold the security in accordance with Paragraph of the Over-Lease.
Agreement to lease and pay rent:	6. Overtenant sublets the premises to you, the Undertenant, for the Term. Overtenant states that it has the authority to do so. You, the Undertenant, agree to pay the Rent and other charges as required in the Sublease. You, the Undertenant, agree to do everything required of you in the Sublease.
Notices:	7. All notices in the Sublease shall be sent by certified mail, "return receipt requested".
Subject to:	8. The Sublease is subject to the Over-Lease. It is also subject to any agreement to which the Over-Lease is subject. You, the Undertenant, state that you have read and initialed the Over-Lease and will not violate it in any way.
Overtenant's duties:	9. The Over-Lease describes the Landlord's duties. The Overtenant is not obligated to perform the Landlord's duties. If the Landlord fails to perform, you, the Undertenant, must send the Overtenant a notice. Upon receipt of the notice, the Overtenant shall then promptly notify the Landlord and demand that the Over-Lease agreements be carried out. The Overtenant shall continue the demands until the Landlord performs.
Consent:	10. If the Landlord's consent to the Sublease is required, this consent must be received within days from the date of this Sublease. If the Landlord's consent is not received within this time, the Sublease will be void. In such event all parties are automatically released and all payments shall be refunded to you, the Undertenant.
Adopting the Over-Lease and exceptions:	11. The provisions of the Over-Lease are part of this Sublease. All the provisions of the Over-Lease applying to the Overtenant are binding on you, the Undertenant, except these: a) These numbered paragraphs of the Over-Lease shall not apply: b) These numbered paragraphs of the Over-Lease are changed as follows:

- No authority:** 12. You, the Undertenant, have no authority to contact or make any agreement with the Landlord about the premises or the Over-Lease. You, the Undertenant, may not pay rent or other charges to the Landlord, but only to the Overtenant.
- Successors:** 13. Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to the rights or take the place of the Overtenant or you, the Undertenant. Examples are an assign, heir, or a legal representative such as an executor of your will or administrator of your estate.
- Changes:** 14. This sublease can be changed only by an agreement in writing signed by the parties to the Sublease.

Signatures:

OVERTENANT:

.....

 You, the UNDERTENANT:

Witness:

GUARANTY OF PAYMENT WHICH IS PART OF THE SUBLEASE

Date of Guaranty:

19

Guarantor and address:

Reason for Guaranty:

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

Guaranty:

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

In addition, I agree to these other terms:

Changes in Sublease have no effect:

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

Waiver of notice:

4. I do not have to be informed about any failure of performance by Undertenant. I waive notice of non-payment or nonperformance.

Performance:

5. If the Undertenant fails to perform under the Sublease, the Overtenant may require me to perform without first demanding that the Undertenant perform.

Waiver of jury trial:

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

Changes:

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

Signatures:

GUARANTOR:

WITNESS:

EPA and HUD Lead Paint Regulations, Effective September 6, 1996¹

Landlords must disclose known lead-based paint and lead-based paint hazards of pre-1978 housing to tenants.² Use the following BLUMBERG LAW PRODUCTS (800 LAW MART) to comply:

3140 Lead Paint Information Booklet 3141 Lead Paint Lease Disclosure Form

¹December 6, 1996 for owners of 1 to 4 residential dwellings.

²Leases for less than 100 days, 0-bedroom units, elderly and handicapped housing (unless children live there) and housing found to be lead-free by a certified inspector are excluded.