



222 Smith Street Owners Inc.

REQUIREMENTS FOR SUBLETTING A COOPERATIVE APARTMENT

Dear Shareholder / Applicant:

Enclosed is the application to be completed for the sublet of your apartment. This application and the documents requested should be returned to:
Nina Arnold, Excel Bradshaw Management Group, LLC, 393 Old Country Road – Suite 204, Carle Place, New York 11514. Katie can be reached at 516-333-7730 X206, via fax 516-333-6182 or via email at narnold@ebmg.com.

Documents Required: One (1) Original Set and Three (3) Copies

1. Sublease Agreement – Blumberg Form P193 (enclosed)
2. Sublease Application (enclosed)
3. Financial Statement (enclosed) – Please attach two (2) month's bank statement
4. Your Last two (2) Pay stubs
5. Last two (2) Years Tax Returns
6. Letter from your Employer stating position, salary and dates of employment
7. Letter outlining three (3) Personal References, three (3) past residence references, and last three (3) employers along with full names, company names and phone numbers where they can be contacted.
8. Consumer Credit Application (enclosed)
9. House Rules Acknowledgement (enclosed) Also enclosed are the House Rules
10. Proof of Renter's Insurance (proof shall be submitted every year hereafter)

CHECKS TO BE ENCLOSED WITH APPLICATION

\$250 Sublet Processing Fee – This fee is non-refundable. Check Payable to **Excel Bradshaw Management Group, LLC**. This will cover our administrative costs in verifying your information.

\$75 Credit Check Fee (per applicant) – This fee is non-refundable. Check payable to **Excel Bradshaw Management Group, LLC**. All names on the tenant lease are required to undergo a credit check.

\$250 Sublet Application Fee – This fee is non-refundable. Check Payable to **222 Smith Street Owners Inc.**

***Please note: There is a non-refundable interview fee of \$300 payable to 222 Smith Street Owners Inc. upon Board Approval of the sublet application. This fee must be paid before the interview takes place, but not when the initial application is turned in. Both a representative of the Shareholder and the sublet applicant must attend the Interview.**



ANNUAL INCOME		In Detail			
Base Income	Overtime	Bonuses	Commissions		Total
ASSET ACCOUNTS		You may be required to produce monthly account statements			
1 st Account:		Is the account:		Is this a Borrowing Account?	If Joint or Corp. Account, Provide Names & Social Security #'s
Checking Savings Money Market (Circle One)		Individual, Joint, Corporate (Circle One)		Yes No	
Name of Bank or Institution			Branch Address		Account #
Names Exactly as they appear on account			Branch Phone #		Contact Name
2 nd Account:		Is the account:		Is this a Borrowing Account?	If Joint or Corp. Account, Provide Names & Social Security #'s
Checking Savings Money Market (Circle One)		Individual, Joint, Corporate (Circle One)		Yes No	
Name of Bank or Institution			Branch Address		Account #
Names Exactly as they appear on account			Branch Phone #		Contact Name
REFERENCES		Other Than Family Members			
Name		Phone #		Relationship to You	
Names		Phone #		Relationship to You	

AUTHORIZATION FOR CONSUMER REPORTS / CREDIT APPLICATION

In connection with your application for tenancy, understand that consumer reports which may contain public record information may be requested or made on you including consumer credit, criminal records, landlord tenant court records and others. Further, understand that information from various Federal, State, local and other agencies which contain your past activities may be requested.

By signing below, you hereby authorize without reservation, any part or agency contacted by Excel Bradshaw Management Group or CoreLogic SafeRent, Inc., to furnish the above-mentioned information. You also agree that a fax or photocopy of this authorization with your signature be accepted with the same authority as the original. By signing below, you also authorize without reservation CoreLogic SafeRent, Inc. to provide an applicant's information to various government, law enforcement, and Consumer Reporting Agencies. You have the right to make a request of CoreLogic SafeRent, Inc., upon proper identification and the payment of any legally permissible fees, for the information in its files on you at the time of your request.

You hereby authorize and request, without any reservation, any present or former police department, financial institution, consumer reporting agencies, or other persons or agencies having knowledge about you to furnish CoreLogic SafeRent, Inc. with any and all background information in their possession regarding you, in order that your qualifications may be evaluated.

CoreLogic SafeRent, Inc.
7300 Westmore Road – Suite 3
Rockville, Maryland 20850-5223

Full Name: First _____ Middle _____ Last _____

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:		
	If there are more than one Overtenant or Undertenant, the words "Overtenant" and "Undertenant" used in this Sublease includes them.		
Information from Over-Lease:	Landlord: Address for notices:		
	Overtenant: Address for notices:		
	Date of Over-Lease:	19	
	Term: from:	19	to: 19
	A copy of the Over-Lease is attached as an important part of the Sublease.		
Term:	1. ending:	years: 19	months: Beginning: 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: <ul style="list-style-type: none"> 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:	<p style="text-align: right;">OVERTENANT:</p> <p>.....</p> <p style="text-align: right;">You, the UNDERTENANT:</p> <p>.....</p> <p>Witness:</p>

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.
Changes in Sublease have no effect:	In addition, I agree to these other terms: 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:	<p style="text-align: right;">GUARANTOR:</p> <p>.....</p> <p>WITNESS:</p> <p>.....</p>

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.



SUBLEASE APPLICATION

FOR THE SUBLEASE OF COOPERATIVE APARTMENT

Building: _____ Apt: _____ Shares: _____

Length of lease: _____ Monthly Maintenance: \$ _____

To Begin: _____ To Expire: _____

Security: _____ Annual Rent: _____ Monthly Rent _____

Special conditions if any: _____

Name of Corporation: _____

Managing Agent: _____ Telephone: () _____

Address: _____ Contract: _____

Shareholder(s): _____ SS#: _____ - _____ - _____

_____ SS#: _____ - _____ - _____

Present Address: _____

Address for Notices: _____ Tel: () _____ Fax: () _____

Sub-tenant(s) _____ SS#: _____ - _____ - _____

Office#: () _____ Home#: () _____

_____ SS# _____ - _____ - _____

Office# () _____ Home#: () _____

Present Address: _____

Broker(s): _____

Telephone: _____

Owner's Mortgage Lender _____



PERSONAL INFORMATION REGARDING APPLICANT(S)

DATE _____

APPLICANT

CO-APPLICANT

NAME: _____

ADDRESS: _____

DATES OF RESIDENCE: _____ TO _____

_____ TO _____

OCCUPATION: _____

NATURE OF BUSINESS: _____

EMPLOYER: _____

ADDRESS: _____

PERIOD OF EMPLOYMENT: _____ TO _____

_____ TO _____

POSITION HELD: _____

PRIOR EMPLOYER AND POSITION OR RESIDENCE IF LESS THAN 3 YEARS

INCOME ESTIMATE FOR THIS YEAR: _____

ACTUAL INCOME LAST YEAR: _____

EDUCATIONAL BACKGROUND: _____

FOR LEASE OR SUBLEASE OF: _____ ADDRESS _____ APT # _____ OWNER _____

ADDITIONAL INFORMATION REGARDING APPLICANTS

Names of all persons who will reside in the Apartment: _____

Schools and colleges attended by applicants and occupants (optional): _____

Names of anyone in the building known to Applicant: _____

Are any pets to be maintained in the Apartment. If yes indicated number and kind: _____

Name of organizations to which Applicant belongs (optional): _____

REFERENCES

LANDLORD: _____ **ADDRESS:** _____

OCCUPANCY FROM: _____ **TO** _____

PREVIOUS LANDLORD: _____ **ADDRESS:** _____

OCCUPANCY FROM: _____ **TO** _____

PERSONAL REFERENCES:

APPLICANT

- 1. NAME _____
ADDRESS _____
- 2. NAME _____
ADDRESS _____
- 3. NAME _____
ADDRESS _____
- 4. NAME _____
ADDRESS _____

CO-APPLICANT

- 1. NAME _____
ADDRESS _____
- 2. NAME _____
ADDRESS _____
- 3. NAME _____
ADDRESS _____
- 4. NAME _____
ADDRESS _____

BUSINESS AND PROFESSIONAL REFERENCES

APPLICANT

- 1. NAME _____
ADDRESS _____
- 2. NAME _____
ADDRESS _____

CO-APPLICANT

- 1. NAME _____
ADDRESS _____
- 2. NAME _____
ADDRESS _____

FOR LEASE OR SUBLEASE OF _____

FINANCIAL STATEMENT

Name (s) _____

Address _____

The following is submitted as being a true and accurate statement of the financial condition of the undersigned on the _____ day of _____ 19____.

ASSETS			LIABILITIES		
	Applicant	Co-Applicant		Applicant	Co-Applicant
Cash in banks			Notes Payable:		
Money markets Funds			To Banks		
Contract Deposit			To Relative		
Investments: Bonds & Stocks			To Others		
-see schedule			Installment Accounts Payable:		
Investment in Own Business			Automobile		
Accounts and Notes Receivable			Other		
Real Estate Owned - see schedule			Other Accounts Payable		
Year Make			Mortgages Payable on Real		
Automobiles:			Estate - see schedule		
Personal Property & Furniture			Unpaid Real Estate Taxes		
Life Insurance			Unpaid Income Taxes		
Cash Surrender Value			Chattel Mortgages		
Retirement Funds/IRA			Loans on Life Insurance Policies		
401K			(Include Premium Advances)		
KEOGH			Outstanding Credit Card Loans		
Profit Sharing/Pension Plan			Other Debts - itemize		
Other Assets			TOTAL LIABILITIES	\$0.00	\$0.00
TOTAL ASSETS	\$0.00	\$0.00	NET WORTH	\$0.00	\$0.00
COMBINED ASSETS		\$0.00			
SOURCE OF INCOME			COMBINED		
	Applicant	Co-Applicant	\$0.00		
Base Salary			CONTINGENT LIABILITIES		
Overtime Wages			As Endorser or Co-maker on Notes	\$	
Bonus & Commissions			Alimony Payments (Annual)	\$	
Dividends and Interest Income			Child Support	\$	
Real Estate Income (Net)			Are you defendant in any legal action?		
Other Income - itemize			Are there any unsatisfied judgments?		
TOTAL	\$0.00	\$0.00	Have you ever taken bankruptcy? Explain:		
GENERAL INFORMATION					
	Applicant	Co-Applicant	PROJECTED EXPENSES / MONTHLY		
Personal Bank Accounts at			Maintenance		
Savings & Loans Accounts at			Apartment Financing		
Purpose of Loan			Other Mortgages		
			Bank Loans		
			Auto Loan		
			TOTAL	\$0.00	



SCHEDULE OF BONDS AND STOCKS			
Amount of Shares	Description (Extended Valuation in Column)	Marketable Value	Non-Marketable Value

SCHEDULE OF REAL ESTATE				
Description and Location	Cost	Actual Value	Mortgage Amount	Maturity Date

SCHEDULE OF NOTES PAYABLE					
Specify any assets pledged as collateral, including the liabilities they secure:					
To Whom Payable	Date	Amount	Due	Interest	Pledged as Security

The foregoing application (pages 1 through 5) has been carefully prepared, and the undersigned hereby solemnly declare(s) and certify(s) that all the information contained herein is true and correct.

Date _____ 19____ Signature _____

Date _____ 19____ Signature _____

The foregoing application (pages 1 through 5) has been carefully prepared, and the undersigned hereby solemnly declare(s) and certify(s) that all the information contained herein is true and correct.

By signing below, Applicant(s) authorize Broker, Managing Agent and/or any party connected with its business organization to perform any credit checks or reference checks in connection with this application.

Date _____ 20 _____

Signature _____

Date _____ 20 _____

Signature _____



222 Smith Street Owners Inc.

Affidavit of Occupancy

State of New York)
) ss:
 County of Nassau)

_____, being duly sworn, deposes and says:

THAT the following people will be the sole occupants of unit ____ at 222 Smith Street, Freeport, New York:

Shareholder (s) _____

Other (s) _____

THAT I will give immediate notice to the Board of Directors of other individual(s) who will be residing therewith with me. It is further understood that subletting is not permitted without Board approval.

 (Print Name)

 (Signature)

Sworn to before me this
 _____ Day of _____, 20____

 Notary Public



222 SMITH STREET OWNERS, INC.

HOUSE RULES

Revised July 1, 2010

Pursuant to Article III Section 8 of the By-Laws of 222 SMITH STREET OWNERS, INC., the Board of Directors has amended the House Rules of the Cooperative Corporation. These rules are binding upon Shareholders or other occupants of the premises. Violation of any rule is now subject to 222 SMITH STREET Owners Assessment System and/or legal action.

COMMUNITY COURTESY

It is understood that all owners/residents of 222 Smith Street and their guests shall be courteous, cooperative and respectful to 222 Smith Street occupants and guests.

All residents, including but not limited to owners, renters, occupants, etc., are responsible for all guests and/or persons to whom they allow access, including the building and surrounding property.

PUBLIC AREAS

The public halls and stairwells of the building shall not be obstructed, littered, or misused in any manner and shall be used only for entering and exiting the apartments in the building. The fire exits shall not be obstructed in any way and no person is permitted on the roof. Fire doors to the stairwells are to be kept completely closed at all times.

Individuals shall not play or congregate in the public halls, lobbies, stairwells, or elevators of the building. Bicycles, skateboards, roller skates, roller blades and scooters shall not be used on any sidewalk, courtyard or parking lot area. Individuals shall not play, walk across, litter or congregate on any lawn area of the property. Parents or legal guardians shall be held responsible for their children's violations of the above rules.

No article shall be placed in the hallways or stairwells or lobby of the building and no item shall be hung or shaken from the windows or terraces or placed upon the exterior windowsills of the building or any protruding section of an air conditioner unit.

No public area of the premises shall be decorated, furnished, planted, or landscaped by any Shareholder or occupant without the written consent of the Board of Directors.

AIR CONDITIONING UNITS

No awnings, air conditioner units, or ventilators shall be placed in any window without the written consent of the Board of Directors. Only air conditioning units, which properly fit the existing wall sleeve

and are specifically designed for such use, will be permitted to be used on the premises.

SIGNS

No sign, notice, advertisement, illumination or any other item shall be placed, adhered, inscribed, or exposed on or at any window or door in the building except that which has been approved in writing by the Board of Directors.

BICYCLES

No bicycle, moped, scooter, or other similar vehicle shall be allowed in the passenger elevator nor be allowed to stand unattended in any public areas of the premises. Additionally, no baby stroller or carriage shall be left unattended in any public area of the premises.

TELEVISION/RADIO AERIALS

No radio or television aerials shall be attached or hung from the exterior of the building including, but not limited to, satellite dishes.

CARPETING AND FLOOR COVERING

Eighty (80%) percent of the floor area of each and every room in an apartment must be covered with carpeting or rugs, both with full padding, except kitchens, bathrooms and closets. All padding must be at least one-half inch thick. All permitted exercise equipment including, but not limited to treadmills, stationary bicycles and weight equipment, must be placed on said carpeted or rug covered areas

APARTMENT AUCTIONS

No group, tour, or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in an apartment.

WINDOW CLEANING

It is responsibility of all Shareholders or other occupants to keep the windows of the apartment clean at all times.

ACCESS TO APARTMENTS

The agents of the corporation, any contractor or workman authorized by the Board of Directors, after reasonable attempts at contacting the owner/resident, may enter the apartment accompanied by a Board member, 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 pest. If the Board of Directors takes measures to control or exterminate any such pests, insects, vermin, etc., the cost thereof shall be payable by the owner/resident, as additional maintenance.

Should the Board of Directors deem it necessary to enter an apartment to address an urgent or emergency issue, they will make a reasonable attempt to contact the shareholder for access, however if a shareholder is not available, the Board of Directors or its agent will enter the apartment using the key provided by the shareholder or if no key has been provided, and if time permits, a locksmith will be called, the cost for locksmith entry will be added to the shareholders monthly maintenance, and must be paid with the next months maintenance. If time does not permit locksmith entry, the Board of Directors or its agent will take

the appropriate action to gain access to the apartment, all costs will be the responsibility of the shareholder.

Should a shareholder or occupant be in the apartment and refuse access to the Board of Directors or its agents, the shareholder will be charged a fine as outlined in the house rules, will be charged any and all fees caused by a delay in entrance, and will be forwarded to the corporation's attorney for legal action. The shareholder takes full responsibility for any additional damages or injuries that occur as a result of failing to permit the Board of Directors or its agents to gain access to his/her apartment. The Board of Directors and its agents may enter any apartment at a reasonable time to exterminate, inspect for compliance with the house rules/by-laws/proprietary lease, make any necessary repairs to the building or assets, test/repair and/or inspect smoke and/or heat detectors, giving the shareholder 10 days written notice for non-urgent or non-emergency issues.

BATHROOM FIXTURES

The bathrooms 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 other articles be thrown into the toilets and/or drains. The cost of repairing any damage resulting from misuse shall be paid for by the Shareholder in whose apartment it occurred.

NOISE

No Shareholder or other occupant will make or permit any disturbing noises or permit anything to be performed, which will interfere with the rights, comfort, or convenience of other Shareholders or occupants. No Shareholder or occupant shall play any musical instrument or permit the playing of any radio, television, phonograph, or similar equipment, which will disturb or annoy any other Shareholder or occupant of the building. Absolutely no construction or repair work, involving noise or other installation shall be performed in any apartment, except on weekdays (holidays excluded) between the hours of 8:00 a.m. and 5:00 p.m.

No shareholder or occupant shall make or permit any noises from vehicles in the parking lot, including, but not limited to, horns, revving engines, music, etc. Such vehicles include shareholder/occupants' vehicle, vehicles owned/operated by their guests and taxicabs called to the premises by a shareholder/occupant. Any shareholder/occupant who calls for a taxi must be in the lobby to meet the vehicle negating the need for the taxi to honk its horn.

ANIMALS

No animal whatsoever shall be allowed to be harbored on the premises, in the building or in an apartment of 222 SMITH STREET (hereinafter the "Premises). No pigeon, bird or any other animal may be fed from the windowsills, terraces or from any other area of the premises or Co-op's property.

BARBEQUING

Pursuant to local ordinances, no barbequing, regardless of the type, is permitted on any terrace or on the premises.

ADVERTISEMENTS

No sign or advertisements or any other notice may be posted on the premises except on designated bulletin boards (i.e., lobby).

APARTMENT WASHING MACHINES

Washing machines or combination washer/dryer machines are not permitted in any apartment. The existing plumbing cannot accommodate the use of such appliances.

APARTMENT USE

All apartments shall be used for a single-family resident purpose. No apartment shall be used for the operation of a business, client visits, and/or entertainment.

No Shareholder or occupant of an apartment, including members of his/her family employees, or his/her guests, shall use or permit the use of an apartment or the premises in any manner which would be illegal or which would reasonably disturb any other Shareholder or occupant or in such a way that may damage the reputation of the Cooperative.

LITTERING/SMOKING

No littering on 222 Smith Street property. Property shall constitute the building, (including all stairways and stairwells, entrance hall, foyer, etc.) parking lot (including area surrounding dumpster), and courtyard. Any littering or "mess" created by the owner/resident or their guests shall be cleaned up by said owner/resident.

All household trash must be deposited into the dumpster. The owner/occupant is responsible to clean up and put in the dumpster any trash that falls before reaching the dumpster.

Smoking is not permitted in the common areas of the building. Any owner/resident that smokes within his/her apartment shall insure that no smoke enters the common area of the building. Smoking in the parking lot shall be done a distance away from the building, (i.e. not near open windows or the front door). All ashes and butts shall be discarded appropriately.

LATE PAYMENTS AND BAD CHECKS

All maintenance payments, parking charges or other assessments must be payable by the fifth (5th) calendar day of each month. Any balance outstanding after this date will be subject to the appropriate late fees.

Maintenance received after the fifth (5th) calendar day of each month will be subject to a late fee of \$30. Maintenance received after the fifteenth (15th) calendar day will be subject to an additional late fee of \$60. Maintenance received after the last day of the month will be subject to an additional late fee of \$100. Therefore the total late fees due for maintenance received after the last day of the month will be \$190. Should a shareholder become more than 30 day late, the second month late will be subject to an additional late fee of \$200 and every month thereafter will increase the late fee by \$25. For example a shareholder 4 months late with maintenance will incur late fees as follows: Month 1 - \$190, Month 2 - \$200, Month 3 - \$225, Month 4 - \$250, bringing the total due in late fees to: \$865 plus the unpaid maintenance and legal fees.

If any Shareholder is more than thirty (30) days in arrears, the Cooperative will notify the Shareholder's lending institution (if any) of the default and will be forwarded to the Corporation's attorney for collections. If full payment including late fees and attorney fees are not received within 10 days, The Corporation's Attorney will begin eviction and Termination of Shares Proceedings. Shareholders will be responsible for all legal fees resulting from the collection of maintenance, Eviction, Termination of

Shares, etc.

Any check, which is returned by the bank, is subject to a \$75.00 fee. If the check is returned after the tenth (10th) day of the month, or is unable to be re-deposited by the tenth (10th) day, applicable late fee will also be assessed.

APARTMENT ALTERATIONS AND CONSTRUCTION

To perform alterations or construction work in an apartment, a Shareholder must submit an Alteration Agreement form to the Board of Directors and must acquire the written approval of the Board of Directors prior to commencing any work in the apartment.

Any major construction requiring changes in doors, plumbing, or electrical lines must be reviewed and approved by the Board of Directors. Complete and accurate drawings or plans must be submitted to the Board of Directors.

Once the Board of Directors approves the proposed work, the Shareholder must notify the Board of Directors at least 48 hours in advance of the beginning of any construction activity. The Board of Directors has the right to inspect the progress of the construction to determine if it is being performed according to the approved original plans and building regulations. All construction work is subject to the noise restrictions and work period covered in these House Rules.

Shareholders are responsible for the clean-up of any public area including, but not limited to, hallways, lobby, stairwells and parking area which have been littered or soiled as a result of work performed or service provided to said shareholder/tenant/occupant's apartment or on behalf of said shareholder/tenant/occupant. All large items require special pick up. The Board of Directors must be notified in order to arrange such pick up. The shareholder is responsible for all fees.

Shareholders failing to obtain approval as set forth herein may be required to remove the alterations at the Shareholder's expense.

DAMAGE TO PROPERTY

Shareholders shall be liable for any and all damage caused by said Shareholder, an occupant of his/her apartment or any other person for whose conduct he/she is legally responsible. Shareholders must promptly perform all maintenance and repair work to his/her apartment unit. If a Shareholder fails to perform maintenance or repair work to his/her apartment, and such failure or neglect causes damage to the Cooperative's property or the property of another, the Shareholder will be fully responsible for said damage.

All Shareholders and Residents must notify the Board of Directors immediately of any damage to the building. This includes, but is not limited to water leaks, broken windows, damaged property, etc. Should a shareholder or resident fail to report such damage to the Board of Directors immediately, the Shareholder will be responsible for any and all damages caused by their failure to report said damage.

SANITATION AND RUBBISH REMOVAL

Cartons, boxes, crates or other large items must be broken up and placed in the dumpster.

No item of garbage or refuse shall be left in any stairwell, hallway, lobby, sidewalk, basement corridor, or

any other public area. No item of household garbage or refuse shall be placed in the trash receptacles located on the laundry rooms.

No items included but not limited to furniture (e.g., mattresses, box springs, couches, tables), appliances and television sets that are being disposed of shall be left in the dumpster area of the complex. It shall be the Shareholder's/Tenants, Subtenant's exclusive responsibility to contact the Board of Directors to arrange for such removal at the sole expense of the shareholder.

All Christmas trees shall be discarded appropriately by placing them curbside for Village of Freeport removal.

PARKING

Parking is a privilege at 222 SMITH STREET. No vehicle is permitted within 222 SMITH STREET unless it is registered with the Board of Directors.

No vehicle belonging to an owner/resident or to a member of the family or guest, subtenant, licensee, or employee of an owner/resident shall be parked in such a manner as to impede or prevent ready access to any entrance of the building by another vehicle.

Resident parking is permitted only within the assigned and designated parking spaces. All vehicles must park head in only and be parked completely within the confines and boundaries of the parking space.

Guests of 222 SMITH STREET residents may park in the space assigned to the Shareholder/Tenant. 222 SMITH STREET OWNERS, INC., reserves the right to designate and change parking assignments.

The speed limit in the parking areas is 5 mph.

Absolutely no parking is permitted in the fire lane by any vehicle. No commercial vehicles will be provided an assigned space. No abandoned vehicles will be left in the parking lot. No dumpster will be placed in the parking lot.

Violation of any rules regarding the parking privileges and parking facility will result in the loss of parking privileges for the Shareholder/Tenant, Subtenant and/or occupant. This remedy is in addition to the assessment of a fine for any such violation of the parking rules and the possible towing of the vehicle at the owner's sole risk and expense.

No unregistered and/or uninsured vehicles are permitted in the parking lot and/or on the property of 222 Smith Street. Any unregistered without license plates and/or uninsured vehicle left in the parking lot will be towed at the vehicle owner's expense.

CONTRACTORS, SERVICEMEN, AND REPAIRMEN

- a. All contractors must be licensed and insured to perform the work contracted for.
- b. A \$500.00 deposit must be posted by the Shareholder/Tenant and left with the Board of Directors - in advance of any work to insure no damage is caused and that the House Rules are complied with. This deposit will be returned to the Shareholder ten (10) days after the Board of Directors receives written notification that the work has been completed, provided no damage or violations have occurred. Shareholder is responsible for all damages in excess of the \$500.00 deposit.

c. All construction materials including, but not limited to, lumber, sheet rock, cabinets, etc., must be removed from the premises and disposed of by the Contractor. Such materials cannot be placed in the dumpster or any other Cooperative receptacle. It is the responsibility of the Shareholder to ensure these items are removed from the complex.

d. Shareholder is responsible for any expenses incurred by the Corporation for any service calls due to the actions of the shareholder's/resident's contractor, servicemen, repairmen or any other individual.

MOVING AND DELIVERIES

All move-ins and move-outs must be performed between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. All moves must be completed by 6:00 p.m.

No moving is permitted on Saturday, Sunday or legal holidays. An exception is for "new" furniture deliveries, for which shareholders must advise the Board of Directors.

All move-ins, move-outs and deliveries must be through the front entrance only.

It is the resident's responsibility to have the delivery/moving person's remove-all boxes and packing materials from the premises. Residents failing to make these arrangements or to remove this debris themselves will be subject to the costs of such removal in addition to applicable fines.

At no time can the elevator be unduly restricted. There will be absolutely no holding of the elevator.

No window may be used to move or deliver personal property.

Any damage to buildings is the responsibility of the Shareholder.

At the time of an apartment closing, the Purchaser will submit a Move In/Out security deposit to the Corporation's lawyer in the sum of \$500.00 (amount subject to change by the Board of Directors). This deposit will be held until such time as the Purchaser sells the apartment with the monies to be paid to the Corporation as reimbursement for damage as necessary and to ensure the House rules are complied with.

Any violation of this move-in/move-out/delivery rule will be subject to the shareholder to the highest assessment imposed under the Assessment System (see attached schedule).

Any exceptions to these rules can only be granted by the Board of Directors and must be in writing and signed by the authorizing agent.

LAUNDRY ROOMS

The laundry rooms are provided for owner/resident convenience. Laundry cannot be left in washers and/or dryers for more than one-half hour after the cycle has ended. The owner/resident is responsible to keep it clean and to remove the lint from the dryer trap after each load of laundry. The trash bins provided in the laundry room are for lint, not personal household trash. Any machines that are not working should be reported to the vendor (see signs posted in laundry rooms).

HOUSE RULES AND PROPRIETARY LEASE VIOLATIONS

All reported violations of the House Rules and regulations of 222 SMITH STREET OWNERS, INC., are to be reported to the Board of Directors, in writing and placed in the mailbox in the lobby. This report should contain the date and time of the occurrence, and the name, address, and unit number if the individual making the complaint together with any other known information. All complaints will be kept confidential to the extent possible.

All rules and regulations outlined must be adhered to at all times. Any violator of these rules and regulations or of any term of the Proprietary Lease may be subject to 222 SMITH STREET OWNERS, INC. Assessment System set forth herein below and in addition to other remedies available to the Cooperative Corporation pursuant to the terms of the Proprietary Lease, House Rules and By-Laws and applicable law.

Every possible effort will be made by the Board of Directors to verify the complaint and to determine its accuracy. However, verification is not necessary nor a condition to imposing an Assessment and/or fine.

Any item that requires immediate attention, and/or can not wait until the next scheduled Board meeting, must be in writing and placed under the door of the Board member on call. A list of Board members on call is located on the bulletin board in the lobby. If there is an urgent situation that requires an emergency response, a Board member may be notified in person, beginning with the member on call, until a member is contacted and notified of the incident, this notification will be followed by a letter. It is understood that should an emergency arise that requires police or fire department intervention; the owner/resident will contact the appropriate emergency personnel without the need to speak with a Board member.

ASSESSMENT SYSTEM

Violation of House Rules or the Proprietary Lease will subject the Shareholder/Tenant, Subtenant and/or occupant to action under the 222 SMITH STREET OWNERS, INC., Assessment System and/or possible legal action together with any other action authorized by the Proprietary Lease, House Rules and/or By-Laws and applicable law. The Assessment System was created to add effect and force to the House Rules and Proprietary Lease. See attached "Schedule of Fees and Assessments" for a complete description of the Assessment System. The Schedule is subject to change in accordance with the Corporation's By-Laws.

OCCUPANCY OF APARTMENT

Only approved occupants shall be permitted to reside in the Premises. In addition, any occupant other than an immediate family member who will be residing in the apartment with the Shareholder/Tenant and or subtenant must be screened and approved by the Applicant Screening Committee prior to said occupant moving in and occupying the apartment. A yearly census will be conducted. Fully completed and accurate forms must be submitted. This census is being conducted for the safety and security of the community.

The definition of a sublet is the primary resident of the unit is not the shareholder for a period of six (6) months, regardless of the relationship. Tenants residing at 222 Smith Street prior to January 31, 2004 will retain current status. (Grandfathered) as agreed upon with the Board of Directors.

To obtain permission for subletting an apartment, the Shareholder must have resided in such apartment for a minimum of 2 consecutive years. At such time, the Shareholder can submit a "Request for Consent to Sublet Apartment" form to the Board of Directors requesting permission to sublet. Upon approval, the Shareholder will be given an application to complete which must be submitted the Board of Directors. There will be a Sublet Administrative Fee of \$1,500 for all new subleases. This must be paid in full prior to commencing any sublets.

Upon receipt, this application will be reviewed by the Board of Directors at the next regularly scheduled Board meeting.

All sublet applicants must undergo a thorough investigation and interview process, and must be approved for occupancy/residency by the Board of Directors.

Upon approval, the Shareholder may request an investigation of the prospective occupants (in writing, not less than 2 weeks prior to the next scheduled Board meeting). There will be a non-refundable application fee of \$250 for all investigations. All prospective occupants must provide a minimum of 3 personal references, 3 past residence references, and last 3 employers, all with full names, company name (where applicable) and current phone numbers, along with their request for investigation. The Board of directors will make a final decision after reviewing the findings of the investigation committee.

If the investigation committee approves the investigation, the prospective occupants may request an interview with the Board of Directors, not less than 2 weeks prior to the next regularly scheduled board meeting. There will be a non-refundable fee of \$300 for all interviews. Both the prospective occupant and a representative of the shareholder must be present for all interviews.

The Board of Directors will notify the Shareholder, in writing, within 2 weeks of their decision.

No person(s) shall occupy any apartment in the building without written approval from the Board of Directors. The Board of Directors reserves the right to accept or decline any application, at any time.

All occupants of sub-let apartments must be re-interviewed by the Board of Directors on an annual basis. There will be a non-refundable fee of \$100 for all re-interviews.

All fees must be paid in full, prior to service being rendered, or any actions taken by the Board. All Occupant(s) are subject to the terms and conditions outlined in the By-Law and House Rules, including but not limited to fines and fees. Both the Shareholder and the occupant shall be responsible for full payment of all fines and/or fees.

All fines and/or fees shall be deemed additional maintenance.

The Board of Directors has the right to revoke approval for any violations of the House Rules and/or By-Laws. Any violation of the House Rules and/or By-Laws shall be cured within 10 days. Failure to cure these violations within 10 days shall result in further legal action, and occupants will be given 15 days to vacate the premises.

COMMON ELEMENTS

No Shareholder/Tenant, subtenant or occupant is to alter, change, remove, or otherwise affect any plants, shrubs, trees, or structure on the complex.

INSURANCE

All Shareholders and Subtenants must continuously maintain insurance on their apartment and property. Proof of such insurance shall be furnished to the Board of Directors on an annual basis.

SOLICITATION

Solicitation of any kind is absolutely prohibited.

CARBON MONOXIDE DETECTORS & FIRE EXTINGUISHERS

All shareholders, tenants and occupants are responsible for compliance with New York State Executive Law §378(5)-a which requires the installation and maintenance of carbon monoxide detectors in each apartment unit in accordance with the terms of said law. The shareholder, tenant and occupant must install the carbon monoxide detector as required pursuant to the New York State Executive Law §378(5)-a; must immediately replace and/or repair any inoperable or otherwise defective carbon monoxide detector; and is responsible for the maintenance of any carbon monoxide detector in said Shareholder, tenant and occupant's apartment unit.

All occupants must keep a (minimum) a 2-pound ABC fire extinguisher, properly maintained, operational and ready for use, in a readily accessible location in their apartment, at all times.

CONSENT

Any consent or approval given under these House Rules by the Board of Directors shall be revocable at any time.

These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors.

The Board of Directors reserves the right to inspect all apartments for compliance with the house rules.

222 SMITH STREET OWNERS, INC. FINES/PENALTIES

Any violation of these House Rules shall be subject to penalty/fine in accordance with the following guidelines:

1st offense will result in a written notice of violation sent to the owner/. The owner/occupant will be requested to rectify the situation and comply with the House Rules within 10 days. A copy of such letter will be maintained in the file maintained by the Board of Directors.

2nd offense and/or failure to cure the 1st offense shall result in a fine of \$50.00. A memorandum will be placed in the file maintained by the Board of Directors. Failure to pay said fine within 10 days shall constitute a 3rd violation, and shall be subject to the rules regarding a 3rd offense.

3rd offense and/or failure to cure the original offense will result in a fine of \$500.00. A memorandum will be placed in the file maintained by the Board of Directors. Failure to pay said fine within 10 days shall constitute a 4th violation, and shall be subject to the rules regarding a 4th offense.

4th offense and/or failure to cure the original offense shall result in eviction from 222 Smith Street property and termination of shares. This eviction and termination of shares will be commenced by the corporation's attorney and pursued to the fullest extent of the law. All attorney fees will be borne by the owner/resident.

All fines imposed as outlined above shall be deemed added maintenance.

222 SMITH STREET OWNERS. INC. GENERAL COOPERATIVE FEES

(All fees payable to Cooperative Corporation unless otherwise indicated. Payment to be made by money order, cashier's check or certified check)

• Application Fee	\$250.00
• Purchaser Interview Fee	\$250.00
• Administrative Resale / Transfer Processing Fee (payable by Shareholder to Business Management Company)	\$450.00
• Sublet Processing Fee (payable by potential Subletter to Business Management Company)	\$250.00
• Sublet Administrative Fee for new subleases	\$1,500.00
Renewal subleases to the same subtenant(s)	15% of mo. maintenance
• Sublet Interview Fee	\$300.00
• Sublet Re-interview Fee	\$100.00
• Proprietary Lease Copy Fee (additional copy)	\$75.00 each
• Refinance Processing Fee (payable by Shareholder to Business Management Company)	\$250.00
• Share Transfer Fee	\$500.00
• Move-in and/or Move/out Security (refundable after sale of apartment if no damage occurs to property)	\$500.00
• Alteration Application Review (payable by Shareholder to Business Management Company)	\$250.00
• Contractor/Serviceman Service Deposit (Refundable if no damage occurs to Cooperative grounds or property)	\$500.00
• Contribution to Working Capital for new shareholder	3% of purchase price
• Seller's Flip Tax	3% of purchase price



222 SMITH STREET OWNERS, INC.

HOUSE RULES

Revised July 1, 2010

I have received a copy of the House Rules for 222 Smith Street Owners Inc. dated July 1, 2010.

Unit _____

Applicant/Shareholder Signature _____ Date _____

Co-Applicant/Co-Shareholder Signature _____ Date _____