

#### 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: Liz Madray, Excel Bradshaw Management Group, LLC, 393 Old Country Rd., Suite 204, Carle Place, NY 11514. Liz can be reached 516-333-7730 x.206, via fax at (516-333-6182 or via e-mail at LMadray@ebmg.com.

#### Documents Required: One (1) Original Set and Four (4) Copies

- 1. Sublease Agreement Blumberg Form P193 (enclosed)
- 2. Sublease Application (enclosed)
- 3. Financial Statement (enclosed) please attach two (2) months' bank statements
- 4. Your last two (2) pay stubs
- 5. Letter from your employer stating position, salary and dates of employment
- 6. Consumer Credit Application (enclosed)
- 7. Two (2) letters of personal reference for each prospective subtenant.
- 8. Two (2) letters of business reference for each prospective subtenant.
- **9.** A reference letter from the present landlord or managing agent of the prospective subtenant(s) stating monthly rent/maintenance, together with a statement as to behavior.
- 10. In the event the Shareholder has obtained Bank Financing to purchase his apartment, the Shareholder must provide a letter showing the Shareholder Lender approves of the Sublet. In the event approval is not required pursuant to the Shareholder's Loan Documents, the Shareholder shall submit a Notarized Affidavit stating no such approval is required.
- **11.** Lead Based Paint Disclosure Forms (enclosed). The disclosure documents must be completed in their entirety. Enclosed is the Lead Paint Disclosure Brochure.
- 12. House Rules Acknowledgement (enclosed) Also enclosed is a copy of the House Rules.
- 13. Proof of Renter's Insurance (Proof shall be submitted every year hereafter)

#### CHECKS TO BE ENCLOSED WITH APPLICATION

- \$250 Application Fee This fee is non-refundable. Check payable to Excel Bradshaw Management Group, LLC. This will cover our administrative costs in verifying your information.
- \$100 **Per** applicant for a consumer credit report. Check payable to **Excel Bradshaw Management Group, LLC**. This fee is non-refundable.
- \*\$500 Move In Deposit **CERTIFIED CHECK** payable to **415 Ocean Owners Corp.** The Deposit Fee is refundable after the move-in if no damage has occurred. See Move In Agreement attached.
- <u>\*NOTE</u> Checks will be held pending sublet approval. Upon approval they will be processed.

\*Subleases that are renewed after their initial term must still be approved by the Board of Directors.

<u>Sublet Fee</u>: The Shareholder will be charged a monthly sublet fee of **25%** of their monthly maintenance fee while subletting their apartment. This fee will be automatically added to the Shareholders monthly maintenance bill.

Excel Bradshaw Management Group, LLC. 393 Old Country Rd. Suite 204, Carle Place, NY 11514 . t:516-333-7730 f:516-333-6182



No application will be forwarded to the Board of Directors unless all of the items have been properly complied with, assembled into one (1) complete, bound copy and one (1) loose-bound copy and received by the Closing Department. All inquiries regarding a sublet package should be from the applicant. All other parties should contact you for any information regarding the status or processing your application. Personal and sensitive information may be redacted from the loose-bound copy of the application only.

After the review of your application the Board of Directors may elect to arrange a meeting with your prospective subtenant. After the meeting, you will be notified of the Board's decision. If approved, a sublet may then take place.

## The Board of Directors for 415 Ocean Owners Corp. meets on a monthly basis. Please allow thirty (30) days from the time your completed application is submitted before an interview can be scheduled.

Please be advised that only one (1) application will be reviewed and considered for each apartment at any one time.



#### SHAREHOLDER SUBLET POLICY

As resolved by the Board of Directors of the 415 Ocean Owners Corporation at their meeting of November 1<sup>st</sup>, 2010 the following procedures and fees shall be established with regard to subletting of apartments in 415 Ocean Parkway.

**Application**. All sublets must be approved by the Board. A shareholder must have lived in the building, as a shareholder, for at least one year before any sublet of such shareholder's apartment will be considered. All prospective subtenants must provide all documentation requested in the Sublet Application, to the Managing Agent, as well as making themselves available for an interview by the Board. It is the responsibility of the apartment owner to provide the Managing Agent with the information necessary for the Board to determine approval of prospective subtenants.

**Limits on Occupancy.** The following limits have been set on the number of nonrelated persons who may occupy a sublet apartment: 4 room units: 3 persons; 5 room units: 3 persons; 6 room units: 4 persons.

**Term.** Sublet approval is for offered for one-year leases only. However, the owner of the apartment may apply for an extension of the sublet for an additional year. The maximum term for subletting is three years, except in cases that satisfy the special extension criteria detailed below. All extensions will be granted at the discretion of the Board.

**Special Extensions.** The Board may grant approval for special extensions for longer-term sublets and/or if the owner has shown a good-faith effort to sell, and demonstrated that a forced sale of the unit would involve significant financial hardship. The terms of each special extension are outlined below.

Longer-term sublets will be granted to shareholders in good standing who, along with their tenants, abide by the rules of the building. Such long-term sublets will be at the discretion of The Board on a case-by-case basis and will be approved on a yearly basis for a maximum term of three years.

The Board will consider the following as evidence of a good faith effort to sell and/or financial hardship, although it reserves the right to reject any and all special extension applications:

- Apartment must be advertised in newspaper for at least three months;
- Apartment must be listed with at least three brokers;
- Recent sales prices of comparable apartments must be lower than the outstanding mortgage on the apartment in question.

A maximum of three 1-year extensions will be granted to any shareholder.

**Fees**. The following fees have been established for approved sublets. These fees are non-refundable and are to be provided to the Corporation along with the monthly maintenance bill on the date when the sublet commences. For every year during which an apartment is under sublet, a monthly fee of 25% of the monthly maintenance will be charged. For example, if the shareholder's monthly maintenance is \$500, an additional \$125 will be added to the monthly maintenance bill for each month the apartment is sublet. The monthly fee must be paid for all apartments that are sublet under the Corporation's extension policy.

Occupancy by Family Members. Occupancy of an apartment by the shareholder's immediate family shall be permitted regardless of whether the shareholder is living in the apartment. The Corporation shall only consider spouses, domestic partners, children, and parents, as immediate family members.

<u>Illegal Sublets.</u> An illegal sublet (sublets that fail to follow procedures) is subject to an additional \$2,000 fee per sublet year. 50% of this fee is refundable if procedures are followed and sublet is approved. (See same comment made in House Rules)



Legal Redress. In the event that a sublet is established or renewed, or subtenants are changed without Board approval, or a subtenant holds over in the subject apartment beyond the approved term of the sublet, the Board shall be entitled to seek legal redress and all remedies to which it is entitled.

The undersigned shareholder(s) acknowledge that he/she has read and understands the entire sublet policy for 415 Ocean Owners Corp and agrees to all terms outlined above.

Shareholder (A) Signature

Date Signed

Shareholder (B) Signature

Date Signed



### Sublet Apartments / Proper Procedure

As a subtenant, all issues that you have with your apartment, with the exception of any emergencies (i.e. fire, flood, large leak from another apartment, etc.), should be directed towards the Shareholder of your apartment for them to contact Management directly.

Management, the Superintendent and/or the Board of Directors do not have a landlord-tenant relationship with subtenants and are not responsible to discuss or enter the apartment with anyone other than the Shareholder of any apartment.

Enforcing this policy will ensure that the proper procedures are in place and that all issues are resolved in the proper manner.

Thank you in advance for your understanding.



#### AUTHORIZATION FORM 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. Bu 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 the request.

You hereby authorize and request, without any reservation, any present or former police department, financial institution, consumer reporting agencies or other person 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.

7300 \	reLogic SafeRe Westmore Roac kville, MD 20850	d – Suite 3
Full Name: First M	iddle	Last
Current Street Address:		
City:	State	ZIP
Social Security Number		
The following is for identification	purposes only i	to perform the background check.
Date of Birth / /		Gender (M / F)
Signature		Date
501 Surf Avenue, Br		4 – T: 516 333-7730 F: 516-333-6182 3-266-1110 F: 718-996-3674 20 – T: 212-502-7048

#### 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.     19     19
Term:	1. 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 Over- tenant 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 Over- tenant 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 Sub- lease. 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 Land- lord'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 Underienant.
Adopting the Over-Lease and exceptions:	to the Overtenant are binding on you, the Undertenant, except these:
	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 represen- tative 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:
· ·	Wilness:

#### GUARANTY OF PAYMENT WHICH IS PART OF THE SUBLEASE

Guarantor and address:       I. I know that the Overtenant would not rent the premises to the Undertenant unless I guarantee Under- tenant'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 to the remises 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 with- out any condition. It includes, but is not limited to, the payment of rent and other money charges.         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, whetsoever. This includes, but is not limited to, any extention of time or renewals. The Guaranty will be binding even if I am not a party to these changes.         Waiver of notice:       9. If the Undertenant fails to perform under the Sublease, the Overtenant may require me to perform with- out 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.         Y. This Guaranty of payment and performance can be changed only by written agreement signed by all parties to the Sublease and Guaranty.         Signatures:       WITNESS:	Date of Guaranty:	19
Guaranty:tenant'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 ägree 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 extention 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 with- out 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.Guaranty:7. This Guaranty of payment and performance can be changed only by written agreement signed by all parties to the Sublease and Guaranty.Guarantes:GuARANTOR:		
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 extention 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 with- 		tenant's performance. I have also requested the Overtenant to enter into the Sublease with the Undertenant.
<ul> <li>Changes in Sublease have no effect:</li> <li>Waiver of notice:</li> <li>Performance:</li> <li>Maiver of jury trial:</li> <li>Changes:</li> <li>Changes:</li> <li>Signatures:</li> <li>This Guaranty will not be affected by any change in the Sublease, whatsoever. This includes, but is not limited to, any extention of time or renewals. The Guaranty will be binding even if 1 am not a party to these changes.</li> <li>I do not have to be informed about any failure of performance by Undertenant. I waive notice of non-payment or nonperformance.</li> <li>If the Undertenant fails to perform under the Sublease, the Overtenant may require me to perform without first demanding that the Undertenant perform.</li> <li>Guaranty of payment and performance can be changed only by written agreement signed by all parties to the Sublease and Guaranty.</li> </ul>	Guaranty:	I guaranty the full performance of the Sublease by the Undertenant. This Guaranty is absolute and with-
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 chip by written agreement signed by all parties to the Sublease and Guaranty.         Signatures:       GUARANTOR:	Sublease have	3. This Guaranty will not be affected by any change in the Sublease, whatsoever. This includes, but is not limited to, any extention of time or renewals. The Guaranty will be binding even if 1 am not a party to
Waiver of jury trial:       0.1 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:	Waiver of notice:	
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:	Performance :	5. If the Undertenant fails to perform under the Sublease, the Overtenant may require me to perform with- out first demanding that the Undertenant perform.
parties to the Sublesse and Guaranty. Signatures: GUARANTOR:	Waiver of jury trial:	6. I give up my right to triol by jury in any claim related to the Sublease or this Guaranty.
Dignoteree.	Changes:	
	Signatures:	GUARANTOR:
		WITNESS:
}		
	······································	,

Landlords must disclose known lead-based paint and lead-based paint hazards of pre-1978 housing to tenants.<sup>1</sup> Use the following BLUMBERG LAW PRODUCTS (800 LAW MART) to comply:

> 3140 Lead Paint Information Booklet 3141 Lead Paint Lease Disclosure Form

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



## **RIDER A TO SUBLEASE OF COOPERATIVE UNIT**

 This rider dated \_\_\_\_\_\_\_attached to and part of lease dated \_\_\_\_\_\_\_between \_\_\_\_\_\_as landlord and \_\_\_\_\_\_as subtenant in Apt. #

 \_\_\_\_\_\_415 Ocean Parkway in Brooklyn, NY.

This agreement made part of lease dated \_\_\_\_\_\_ as follows;

In the event of bank foreclosure or if maintenance charges, etc. become delinquent on the unit \_\_\_\_\_ at 415 Ocean Parkway, Brooklyn, NY 11226 upon written notice from The Board of Directors or Managing Agent to subtenant, subtenant shall make all future monthly rental payments to The Board of Directors. Payments shall be payable in the following manner:

415 Ocean Owners Corp. C/O Excel Bradshaw Management Group, LLC 393 Old Country Road, Suite 204 Carle Place, NY 11514

The payment of the monthly rent to the Board and the acceptance of the rent by the Board shall not constitute a landlord/tenant relationship between the parties.

Upon resolution of all delinquent charges subtenant shall resume paying landlord, upon notice by The Board of Directors or Managing Agent.

SHAREHOLDER:

TENANT:



## SUBLEASE APPLICATION

FOR THE SUBLEASE OF COOPERATIVE APARTMENT

Building:	Apt:	• • • • • • • • • • • • • • • • • • •	Shares:
Length of lease:	Monthly Mai	ntenance: \$	
To Begin:	· · · · · · · · · · · · · · · · · · ·	To Expire:	
Security:	Annual Rent:		Monthly Rent
Special conditions if any:			
Name of Corporation:		•	
Managing Agent:		Telephone: (	)
Address:		Contract:	
Shareholder(s):		SS#:	• • • · · · · · · · · · · · · · · · · ·
	Х. 1	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			

PAGE 2



## PERSONAL INFORMATION REGARDING APPLICANT(s)

		DATE
	APPLICANT	CO-APPLICANT
NAME:		
ADDRESS:		
DATES OF RESIDENCE:	то	то
OCCUPATION:		
NATURE OF BUSINESS:		
Employer:		·
ADDRESS:		
PERIOD OF EMPLOYMENT:	то	то
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

Rev. May/01



## ADDITIONAL INFORMATION REGARDING APPLICANTS

Names of all persons who will reside in the Apartment:		*
	ional):	
Names of anyone in the building known to Applicant:		<u></u>
Are any pets to be maintained in the Apartment. If yes indicate	ed number and kind:	
	REFERENCES	
LANDLORD:	Address:	
OCCUPANCY FROM: TO		ч.,
PREVIOUS LANDLORD:	Address:	
OCCUPANCY FROM: TO		
PERSONAL REFERENCES:		

APPLIC	ANT	CO-APPLI	CANT
1.	NAME	1.	Name
	Address		Address
2.	Name	2.	Name
	Address		Address
3.	NAME	3.	Name
	Address		Address
4.	NAME	4.	NAME
	Address		Address
BUSIN	ESS AND PROFESSIONAL REFERENCES		

APPLI	CANT	CO-APPL	ICANT
<b>.</b>	Name	ι.	NAME
	Address		Address
2.	Name	2.	Nаме
	Address		ADDRESS
FOR L	EASE OR SUBLEASE OF		

REV. may/01

## 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		
nvestments: 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
	ED ASSETS	\$0.00			
SOURCE OF INCOME	ED A35013	30.00			
SOURCE OF INCOME	,		COMP	NED	\$0.00
······································	Applicant	Co-Applicant	COMBI	NEU	50.00
Base Salary			CONTINGENT LIABILITIES		
Overtime Wages			As Endorser or Co-maker on Notes		
Bonus & Commissions			Alimony Payments (Annual)	\$	
Dividends and Interest Income			Child Support	<u>\$</u>	
Real Estate Income (Net)			Are you defendant in any legal acti		
Other Income - itemize	· · · · · · · · · · · · · · · · · · ·		Are there any unsatisfied judgment		
TOTAL	\$0.00	\$0.00	Have you ever taken bankruptcy?	Explain:	
GENERAL INFORMATION	t and tank	Co Applicant			
	Applicant	Co-Applicant	PROJECTED EXPENSES / MO	NTHI V	
Personal Bank Accounts at			PROJECTED EXPENSESTINO		
			Maintenance	······	
Savings & Loans Accounts at			Apartment Financing		······
			Other Mortgages		
······		L	Bank Loans		
Purpose of Loan			Auto Loan		
			TOTAL	\$0.0	2
		1	TOTAL	30.0	



	4 5 9	SCHEDULE	OF BONDS AN	ID STOCKS	T	
mount of Shares	Description	(Extended Valu	ation in Column)	Marketable Value	Non-M	arketable Value
				-		
		SCHEDU	JLE OF REAL	ESTATE		
Description and L	ocation	Cost	Actual Value	Mortgage A	mount	Maturity Date
					· .	
<u>, , , , , , , , , , , , , , , , , , , </u>						
	х <sub>у</sub>					
		SCHEDU	LE OF NOTES	PAYABLE		
	Specify any	assets pledged a	as collateral, includ	ing the liabilities they	secure:	
To Whom Payable	Date	Amount	Due	Interest	Pled	ged as Security
		through 5) has				

Date\_\_\_\_\_19\_\_\_\_

Signature\_\_\_\_\_

......

Signature\_\_\_

Date\_\_\_\_\_19\_\_\_\_

-----

Rev May/01

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	
Rev.May/01	•		
		·	•

								·
Building			Apartment 🗧	Rooms	Monthly	Rent	Security	
				ł	\$		\$	
Lease Start Date	Lease Term	Landiord	Broker	L		Agent		
		UNIFORM	RESIDENTIAL A	PPLICA	TION			

This application is designed to be completed by one applicant only. In the spirit of U.S. Policy for the achievement of equal housing opportunity, there are no barriers to obtaining housing because of race, color, sex, sexual orientation, national origin, handicap, or familial status. Approval is based on an applicants ability to prove employment, income, residency, credit and financial history as described in detail below. All information supplied will be verified for it's accuracy. All sections must be complete before submitting for approval.

#### THIS APPLICATION MUST BE PRINTED AND LEGIBLE

ABOUT THE APPLICANT			Write			iame as it ap	opears	n yo	Jr. Sr. II.	CIE	
First Name	Middle			Last	lame				nt, 21, 11,		Sex: M
											F 🔲
Social Security Number	L	Date of Birth	,,,,,=====,,,,,====,,,	L	Day	Phone#		Evening	phone#		
IN CASE OF EMERGENCY, NOTIFY		J		Pho	ne #			Relation	ship la you	1	
CURRENT RESIDENCY	ou ma	y be requ	ired t	ЛЦ	<u>od</u>	ce a signed l	ease an	Sta		ie <b>d</b> ri ie	rent checks
Address			Apt≉		City			Jia		.,b	
			<u> </u>		Phone			Cor	ntact Name		
Name of Landlord, Management Company or Tenant o	of record				rnone	r.				-	
How Long Have You Lived at this address?	1	Monthly Rent / M	ortgage		ъ	Check one	Own	<b></b> 1		П	Rent
	\$									L	
PRIOR RESIDENCY	Mus	t be filled	inif	you	live	d at the Cur	rent Ada	iross	forle	SS (	han 2 years
Address			Apt#		City			Sta	ite 2	Zip	
Name of Landlord, Management Company or Tenant	of record				Phone	Ħ		Co	intact Nam	ē	
How Long Have You Lived at this address?	1	Monthly Rent / M	lortgage								
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Name of Employer		Address of Em	ployer			le l	City		Sta	ste	Zip
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Contact Name		Contact Phone	#		I	How long on this Job	) Da	ates (Fro	om-To)		
Your Position/Title/type of business						How long in this		Che	ck If:	🗌 s	Self Employed
						line of work /		f			ntractor
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ANNUAL INCOME In Base income Overtime	PH		nuses			Commissio	n <b>s</b>		TOTAL		
If Self Employed, Independent Contractor	r 01 1160	overtime horu	is or con	nmiss	ion in	I come to gualify 1-	Fluctuating in	come ma	y be avera	ged 2	2- you may be
If Self Employed, Independent Contractor required to produce 2 years Income Tax Docume	ntation.	3- You are requi	red to supp	ply info	mation	about the Accountant	that prepared	your mos	t recent in	come l	ax return.
Accountant Name		Phone	#			Address					

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If Current Employment is Less Than 2 Years, You Must include your Previous Employment Information

EMPLOYMENT 2	Check	one Sec	ond Income Sc	ource Used	to Qualify	Prio	or Employ	ment
Name of Employer	Address of Employer			City	<u></u>	State	Zip	
Contact Name		Contact Phone #		How long on	this Job	Dates (Fron	n-To)	
Your Position/Title/type of business	}			How long in		Chec	:k lf: 🕅	Self Employed
				line of work profession	.1	· · · · · · · · · · · · · · · · · · ·		ontractor
ANNUAL INCOM								
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Corporate Accour			·	ls This	a Borrowing	Account	? ["] N(	D TYes
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Name(s) Exactly As they Appear on	This Account	Branch Phone #			Contact Na	me		
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Individual Account	t 🗌 Joint Acco	ount (Supply Spo	use Name & SS#)					
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<u>AUTHORIZATION TO RELEASE INFORMATION</u> I the applicant, give full authorization for an investigative report whereby third parties may be contacted to report on my character, general reputation, personal characteristics, mode of living, salary-income, consumer credit and banking-financial practices. I have the right to make a written request for disclosure of the nature, results and scope of this investigation. I may not however receive or view my consumer credit file. I agree to hold N2K Reporting harmless for any claims that may arise as a result of this investigation. I authorize Banks, Financial Institutions, Landlords, Business Associates, Credit Bureaus, Attorneys, Accountants and other persons or institutions with whom I am acquainted to furnish any and all information regarding me. This authorization also applies to any update reports which may be ordered as needed. I am willing that a photocopy or fax of this authorization be accepted with the same authority as this original.

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## ONE PER APPLICANT PLEASE!!!

Page 2 of 2

If Current Employment is Less Than 2 Years, You Must include your Previous Employment Information

EMPLOYMENT	2 Check	cone 🗌 Sec	cond Income So	ource Used to	o Qualify	Pri	or Empl	oymen	t	
Name of Employer	Name of Employer Address of Em				City	City Stat			)	
Contact Name		Contact Phone #		How long on thi	s Job	Dates (From	<u>π-To)</u>			
Your Position/Title/type of busing	955			How long in the line of work / profession	is 				Employed actor	
ANNUAL INCO				r			1			
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AUTHORIZATION TO RELEASE INFORMATION I the applicant, give full authorization for an investigative report whereby third parties may be contacted to report on my character, general reputation, personal characteristics, mode of living, salary-income, consumer credit and banking-financial practices. I have the right to make a written request for disclosure of the nature, results and scope of this investigation. I may not however receive or view my consumer credit file. I agree to hold N2K Reporting harmless for any claims that may arise as a result of this investigation. I authorize Banks, Financial Institutions, Landlords, Business Associates, Credit Bureaus, Attorneys, Accountants and other persons or institutions with whom I am acquainted to furnish any and all information regarding me. This authorization also applies to any update reports which may be ordered as needed. I am willing that a photocopy or fax of this authorization be accepted with the same authority as this original.



#### MOVE-IN AND MOVE-OUT PROCEDURES

In order to facilitate a successful move-in/out, the following procedures are to be followed when moving furniture, furnishings, and/or personal property into or out of the buildings:

#### MOVE-IN / MOVE-OUT FEES AND DEPOSITS

The payment of the following fees is due at the time of closing (for unit purchases and sales) or at any time you submit the sublet application (for sublets). These fees apply to both moves IN and OUT of the buildings, and are payable by both the shareholder/seller who is moving out, and the prospective purchaser/sub lessee who is moving in.

A. By certified check, bank check, or money order, the amount of FIVE HUNDRED DOLLARS (\$500), payable to 415 Ocean Owners Corp., as a security deposit for a move-in or move-out, which shall be refunded after final inspection by the Superintendent / Managing Agent and assurance that no damage has occurred during the move.

#### All checks must be made payable to 415 Ocean Owners Corp.

Please note that Shareholders who move out prior to a closing or a submission of a sublet application package must also submit to Excel Bradshaw Management Group the move-out fees and deposits required prior to scheduling a move-out date with the Superintendent. No refund checks will be issued unless you inform Excel Bradshaw of your forwarding address. The Superintendent will not schedule a moving date unless approval is received from the Managing Agent.

#### MOVE-IN/OUT SCHEDULING

Move in and out of the buildings **must occur between 9:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays**. <u>It is very important that you schedule a moving date</u> with the Superintendent at least one week before the move. This will allow the Superintendent to take the proper precautions, including the hanging of elevator padding, to prevent possible damage to common areas of the building. Please take this into consideration when you make arrangements with moving companies. There will be no exceptions to this policy.

An inspection of the common areas of the premises, including elevators will be made within a reasonable time after you move. If any damage has occurred, the managing agent will notify you in writing. The cost of repairs will be deducted from your deposit amount and the balance, if any, will be refunded to you. If there is any damage that exceeds the amount of your deposit, you will be required to pay the additional amount within ten (10) days of receipt of notification by the Managing Agent. If there is no damage, the deposit will be refunded in full. Please note that the refund process will



take 30-45 days, since confirmation of no damage must be received and refund checks drawn. Also, please be reminded that you must inform us of your new address if you are moving out of the building.

#### **INSURANCE REQUIREMENTS**

Please note that all moving companies who are hired to move you **in or out** of the buildings will be required to provide the Cooperative with the required Certificates of Insurance. This certificate will name 415 Ocean Owners Corp. and Excel Bradshaw Management Group, LLC as additionally insured on their policy. The Certificate of Insurance requirements can be found within this package.

Please sign below indicating that you have read and agree to abide by all of the above procedures.

Print Name \_\_\_\_\_\_Signature \_\_\_\_\_

Date\_\_\_\_\_



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

#### Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant 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 Discloosure

Presence of lead-based paint and/or lead-based 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 ne knowledge of lead-based paint and/or lead-based paint hazard in the housing.

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

- (i) ---- Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).
- (ii) ---- Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Agent's Acknowledgement

Agent 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.

#### Lessee's Acknowledgement

Lessee has received copies of all information listed above. Lessee has received the pamphlet *Protect Your Family from Lead in Your Home* 

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



## 415 Ocean Owners Corp. Sprinkler Acknowledgement Form

Pursuant to the New York State Sprinkler Law, a new law that as of December 3, 2014 requires an Acknowledgement Form signed by all lessees, we are asking that all residents please fill out the form below, sign and return via e-mail to <u>mblevine@ebmg.com</u> or by leaving it with the Superintendent for pickup by Management.

<u>Please note that this form applies to both Shareholders and non-</u> <u>Shareholders that are residing in the building.</u>

Name:

Building Address: 415 Ocean Parkway, Brooklyn, NY 11218

Unit #:\_\_\_\_\_

 $\Box$  I DO have a sprinkler system in my apartment

□ I DO NOT have a sprinkler system in my apartment

If you marked that you do have a sprinkler system above, please fill out the below information:

Date of Last Inspection: \_\_\_\_\_

Signed

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



#### HOUSE RULES ACKNOWLEDGEMENT

Re: Apartment \_\_\_\_\_

I have received a copy and read the current House Rules for 415 OCEAN OWNERS CORP. and abide by them.

I also understand that I may not move into the building until:

- The Board of Directors has approved my application
- I/we have paid all required move-in fees and deposits and have scheduled a move-in date with the Superintendent.

Signed:	Date:
•	

Signed:	Date:



**Delivery Procedure** 

Please note that all residents of the Cooperative must follow the following procedure when having any furniture or bulky appliances delivered to their units:

- 1. <u>Superintendent must be informed at least 48 hours prior to delivery.</u> This will allow the Super to hang the appropriate padding in the elevators to prevent damage to the elevators.
- 2. All items must be unpacked either outside the building or in the individual's apartment not in the basement or other common areas of the building.
- 3. All boxes and packing materials must be removed by the delivery person. If it is left behind, the resident is responsible for breaking down and folding all packing, and the proper disposing and recycling of all materials.
- 4. Any damage to the elevators, the lobby, or any other common areas of the building will be the sole responsibility of the resident. Please note that the Management company will assess any damage and bill the Shareholder immediately if any damage is found.

Your cooperation and adherence to these policies will keep the elevators and common areas looking good for many years to come.

Thank you,

Your Board of Directors



#### NAME TAG INFORMATION

Below, please place your name as you would like to see it presented on the nametag beside the mailbox.



#### EMERGENCY CONTACT FORM

Occasionally an emergency or maintenance problem will occur where it is imperative for us to contact a tenant who is not at home.

Repair work can be hampered when tenants are away on vacation or at work. Extensive damage can be prevented if we have a method of contacting the occupant.

To avoid this problem, we are requesting that you fill in the information below.

APARTMENT#:		
OCCUPANTS NAME:		
BUSINESS NAME:		
BUSINESS ADDRESS:		
CUTY / STATE / ZIP:		
TELEPHONE #:	BUS:	НОМЕ:
E-MAIL:		
IN CASE OF EMERGEI CONTACT:	-	
MAILING ADDRESS:		
CITY/STATE/ZIP:		
TELEPHONE #:	BUS:	НОМЕ:

□ PLEASE ADD ANY ADDITIONAL INFORMATION YOU MAY FEEL MAY ASSIST IN NOTIFYING YOU IN THE EVENT OF AN EMERGENCY



State of New York **Division of Housing and Community Renewal** Office of Rent Administration Web Site: www.nysdhcr.gov

#### NOTICE TO TENANT DISCLOSURE OF BEDBUG INFESTATION HISTORY

Pursuant to the NYC Housing Maintenance Code, an owner/managing agent of residential rental property shall furnish to each tenant signing a vacancy lease a notice that sets forth the property's bedbug infestation history.

Name of tenant(s):

Subject Premises:

Apt. #:

Date of vacancy lease:

#### **BEDBUG INFESTATION HISTORY** (Only boxes checked apply)

[]	There is no history of any bedbug infestation within the past year in the building or in any
	apartment.

- [] During the past year the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the \_\_\_\_\_\_ floor(s).
- [] During the past year the building had a bedbug infestation history on the \_\_\_\_\_\_floor(s) and it has not been the subject of eradication measures.
- [] During the past year the apartment had a bedbug infestation history and eradication measures were employed.
- [] During the past year the apartment had a bedbug infestation history and eradication measures were not employed.

[ ] Other: \_\_\_\_\_

Signature of Tenant(s): \_\_\_\_\_ Dated: \_\_\_\_\_

Signature of Owner/Managing Agent: \_\_\_\_\_ Dated: \_\_\_\_\_ DBB-N (9/10)

#### 415 OCEAN OWNERS CORP.

#### HOUSE RULES (RULES AND REGULATIONS)

To ensure that the rights and responsibilities of all shareholders are recognized and respected the Board of Directors has adopted these House Rules (Rules and Regulation). As used in these Rules, the term "common areas" shall mean all those parts of the building and property exclusive of individual apartments.

A member who is less than thirty days delinquent in any payments due the Corporation, is in conformance with the By-laws and House Rules of the Corporation and who has not, by his actions, shown himself to be other than willing to cooperate with his fellowmembers to maintain a high standard in home conditions for the 415 Ocean Owners Corp. community shall be seemed to be a member in good standing of the Corporation.

- 1. No structural alteration, plumbing alteration, heating alteration or electrical alteration shall be made to the premises of a member without the written authorization of the Board of Directors. Non-structural renovations (painting, tiling, cosmetic, etc.) do not require Board approval, but do require Management approval to ensure proper licenses and Certificates of Insurance from contractor. Management has copies of both applications.
- 2. The entrances, passages, courts, elevators, vestibule, stairways, corridors and halls must not be obstructed or encumbered or used for any purpose other than ingress or egress to and from the premises unless otherwise indicated herein or by notice posted by the Board of Directors.
- 3. No baby carriages or bicycles shall be permitted to stand in the halls, stairways, lobby passageways, or under the front canopy. They may not impede the entrances to the building.
- 4. A storeroom is provided for the storage of bicycles of members. The Cooperative accepts no responsibility for such bicycles; the members place such property at their own risk. Each bicycle shall be identified with the name and/or apartment number of the members.
- 5. Members, renteres or the employees of either shall not allow anything whatsoever to fall from the windows, fire escapes or doors of the premises; nor shall they sweep or throw from the unit dirt or other substances into the hgalls, elevators, garage or other public areas of the Cooperative.
- 6. No articles shall be placed in the halls or stairway landings, nor shall anything be hung out windows, put on fire escapes or on windowsills. Linens, clothing, cloths, curtains, rugs or mops shall not be shaken or hung out of the unit.

- 7. No signs, advertisements, lettering, notices, illuminations, awnings, antennae or other projections shall be exposed on, or attached to or projected out of the wall of the individual units, windows, fire escapes or unit entrance doors.
- 8. Play shall not be permitted in the lobby, public halls, stairways, elevators or on any landscaped areas. A play area is planned for the back of the building and is available for use in between the hours of 10 A.M. to dusk (To be adopted in the Spring 2012).
- 9. Supplies, goods and packages of any kind shall be delivered through the front entrance only. The Cooperative shall not be responsible for any loss or damage to any property.
- 10. No refuse shall be placed in the hallways.
- 11. No sweepings, rubbish or any other improper articles will be flushed down the toilets. The cost of any repair or damage will be borne by the member.
- 12. No clothes washing machines or dryers, electric stoves or freezing units shall be placed in the member's premises without prior written consent.
- 13. Members, renters and the employees of either shall observe the following procedures with respect to use of the incinerator rooms:
  - a. Wrap dust, floor and powdered waste in compact packages prior to depositing them into the flue.
  - b. Do not force oversized bundles into the flue.
  - c. Thoroughly drain and wrap garbage in paper/plastic before depositing into the flue.
  - d. Ensure that all waste slides from the hopper into the flue.
  - e. Do not deposit flammables, pressurized cans,; paint cans or floor scrapings into the flue.
  - f. Do not deposit refuse outside the chute.
  - g. Comply with all regulations concerning recycling as posted in the incinerator room.
- 14. Laundry facilities shall be used only by members, their agents and renters at times posted for their use. No member or renter shall dry or air dry clothes on the roof, fire escapes or out of windows.

- 15. All members agree to indemnify and save harmless the Cooperative for any damage, defacement or injury to trees, shrubs, plants, furniture and portions of the premises caused by a family member, employee, visitor or sublessee.
- 16. No employee of the Cooperative shall be sent out of the building by a member or renter at any time for personal reasons.
- 17. Only employees or those authorized by the Board of Directors shall enter upon the roof of the building except in case of emergency.
- 18. The Cooperative shall retain duplicate keys to each unit. Members and renters are encouraged to furnish to the Managing Agent the name of a second party who is in possessions of a set of such keys. No member shall install additional locks on the unit without providing a key to the same. Any member or renter who does not submit a copy of their key to Management will be responsible for any and all costs associated with the damage caused to any unit or common area as a result of no access to the apartment.
- 19. No member or renter shall make or permit disturbing noises to be made in the building by him/herself, family, friends, servants, visitors, sublessee or pets nor permit anything that will interfere with the rights, comfort and convenience of other members. No member or renter shall play any musical instrument, operate a sound system, radio or television at a volume that will disturb other members. This is particularly important in the hours between 10 p.m. and 8 a.m.
- 20. The following policy applies to the use of storage lockers in the basement:
  - a. Only members in good standing may rent and retain storage lockers in the basement. The maximum storage lockers per member is three.
  - b. A deposit of \$1,000 is due to the corporation for each individual storage locker rented. Said deposit will be returned upon delivery of the storage locker in good condition as determined by Management.
  - c. A monthly fee of \$25 is due to the corporation for each individual storage locker rented. Future monthly fee of storage is subject to change at the discretion of the Board of Directors, with advanced notice to be given to storage occupants.
  - d. The Board of Directors reserves the right to verify that the storage lockers are being rented and used solely by the members.
  - e. The Managing Agent will maintain a list of members interested in renting a storage locker. As lockers become vacant they will be assigned to members on this list in the order in which their names appear. Members currently on the list or those added in the future will supply the Managing

Agent with the deposit and fees as specified in (b) and (c) above at the time they are assigned a locker.

- f. Violation of this policy may result in the removal of a member's storage locker privilege and removal of all items from said member's locker at the member's expense.
- 21. All moves in or out may be made only Monday through Friday from 9 A.M. to 5 P.M. The Superintendent must be notified in writing at least one (1) week prior to moving. The person moving must receive consent from the Superintendent in order to facilitate the necessary coordination. The "Move-in / out Rules" can be received from Management.
- 22. The person moving will give a deposit of \$500.00 to the Managing Agent or Superintendent. The purpose of this deposit is the defrayment of any over time expenses for the staff and/or repairing damages caused by the person moving, his or her agents and/or any other expenses incurred by the Cooperative as a result of the move. If the \$500.00 moving deposit is used for damages and/or over time expense the member is responsible to replenish the deposit back up to \$500.00. A Certificate of Insurance must be received by the moving company prior to moving, naming the Cooperative and the Managing Agent as additional insureds.
- 23. Smoking is not permitted in elevators or public areas of the building (New York City Department of Health).
- 24. One Key to the building entrances will be provided for each unit. Additional keys require a refundable deposit of \$25.00 for each key. All keys must be registered and signed for by the Shareholders to whom they are issued.
- 25. Unless otherwise expressly authorized by the Board of Directors, the floor 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, except kitchen, bathrooms, closets and foyers. The following padding will be required as a minimum to reduce sound traveling between apartments:
  - a. for wall-to-wall a 40-ounce quality of hair and jute padding (not recommended for use with area rugs).
  - b. for area rugs an ultra-grip padding composed of polypropylene felt with rubber backing weighing a minimum of 7.5 ounces per square foot.

Current shareholders are required to install padding as described above when replacing or acquiring new carpeting or new area rugs, or whenever, in the discretion of the Board of Directors, such installation is necessary at any time to reduce sound traveling between apartments.

26. The following policy applies to the use of the backyard area:

- a. The backyard area shall be available for the use of members from 10:00 A.M. to dusk (pending Spring 2012)
- b. No articles of furniture, cooking devices or other items may be left or stored in the area.
- c. Members or renters using the area are responsible for maintaining its cleanliness and are required to remove any debris resulting from their use.
- d. No noise-producing device or instrument shall be operated at a volume that will disturb others.
- e. All pets brought into the backyard area must be leashed. Members bringing pets into the area will be responsible to assure that their presence does not interfere with the use and enjoyment of the area by other members.
- f. No member or renter shall encourage the infestation of the area by feral cats; feeding wild cats, or erecting shelters for them is strictly prohibited.
- 27. Dog Policy:
  - a. Effective January 1, 2012 new members or renters may have no more than one dog in one unit, with prior written authorization from the Board of Directors.
  - b. Current occupants with more than one dog may not replace dogs in excess of one dog.
  - c. All dog owners must file a copy of the application for dog license and current license certificate with the Managing Agent. Only dogs for which licenses have been issued are permitted.
  - d. In accordance with New York City law, all dogs must be on leashes, which are not longer than six feet, anywhere on the 415 Ocean Owners public are property e.g. hallways, stairways, lobby area, front yard and backyard.
  - e. Persons in charge of dogs are responsible for immediately cleaning up any soilage caused by their dogs on 415 Ocean Owners property including sidewalk and tree boxes in front of the building. (Adopted 02/2012)
  - f. Any pet that presents itself as a nuisance or a danger to the Cooperative will be subject to removal from the Cooperative at the direction of the Board of Directors.

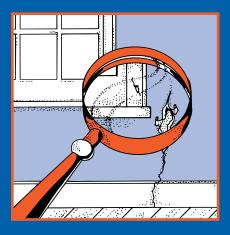
- g. All pets must remain on their leashes when they are in the common areas of the building (including, but not limited to the laundry room, elevator and lobby areas).
- 28. New York City Fire regulations require all shareholders as well as any subtenants, to affix to the inside of the front door of their apartment a fire safety plan. Shareholders/subtenants must attach said plan effective immediately. In the event that said plan is not affixed to the front door and the cooperative corporation receives a violation, or sustains any other damage as a result of the failure of the occupant to have said sign affixed thereon, any fees, expenses, or damages, resulting from the failure to attach said fire safety plan shall be paid by the shareholder/occupant. (Adopted 01/25/01)
- 29. "Open House" events must be scheduled through the Managing Agents.
  - a. A representative of the broker or seller must be posted at the entrance of the building to admit prospective buyers.
  - b. An additional representative of either must escort prospective buyers to or from the apartment.
- 30. Sublet Policy: Subleasing of Shareholder Units.
  - a. All subleasing of shareholder units is subject to 415 Ocean Owners' subleasing policy provided to shareholders in November 2011.
  - b. Any violations of the Sublet Policy will be subject to a \$2,000 penalty, paid for by the Shareholder. Failure to pay said fine and properly apply for the sublease will result in immediate legal action, up to and including eviction of Shareholder shares. Please contact management for the current sublet policy and application for reference.
- 31. House Rules Fine Policy (for breach):
  - a. 1<sup>st</sup> Offense: Shareholder, sublessee or tenant will receive a written warning and a \$25 fine.
  - b. 2<sup>nd</sup> Offense: Shareholder, sublessee or tenant will receive a written warning and a \$50 fine.
  - c. 3<sup>rd</sup> Offense: Shareholder, sublessee or tenant will receive a written warning and a \$100 fine and will be subject to legal action to cure said breach, with all costs associated with legal paid by the Shareholder, sublessee or tenant.

## Simple Steps To Protect Your Family From Lead Hazards

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

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





# Protect Your Family From Lead In Your Home







United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

## Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

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



**OWNERS, BUYERS, and RENTERS** are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

ederal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



**RENOVATORS** disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

# **IMPORTANT!**

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

- FACT: Lead exposure can harm young children and babies even before they are born.
- FACT: Even children who seem healthy can have high levels of lead in their bodies.
- FACT: People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT: People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT: Removing lead-based paint improperly can increase the danger to your family.

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

## Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

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

#### People can get lead in their body if they:

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

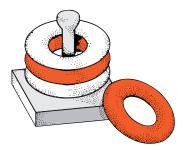
# Lead is even more dangerous to children under the age of 6:

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

# Lead is also dangerous to women of childbearing age:

Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.





#### Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

#### In children, lead can cause:

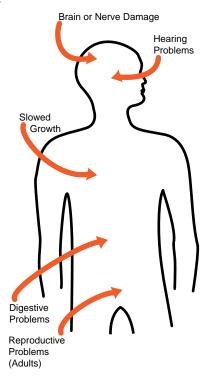
- Nervous system and kidney damage.
- Learning disabilities, attention deficit disorder, and decreased intelligence.
- Speech, language, and behavior problems.
- Poor muscle coordination.
- Decreased muscle and bone growth.
- 🔶 Hearing damage.

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

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

#### In adults, lead can cause:

- Increased chance of illness during pregnancy.
- Harm to a fetus, including brain damage or death.
- Fertility problems (in men and women).
- High blood pressure.
- Digestive problems.
- Nerve disorders.
- Memory and concentration problems.
- Muscle and joint pain.



#### Lead affects the body in many ways.

### Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has leadbased paint. Many homes built before 1978 have leadbased paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

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

#### **Checking Your Family for Lead**

Get your children and home tested if you think your home has high levels of lead. To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

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

Children at ages 1 and 2.

 Children or other family members who have been exposed to high levels of lead.

 Children who should be tested under your state or local health screening plan.

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

## **Identifying Lead Hazards**

**Lead-based paint** is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged)

is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as: Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

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

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- 40 micrograms per square foot (μg/ft<sup>2</sup>) and higher for floors, including carpeted floors.
- 250  $\mu$ g/ft<sup>2</sup> and higher for interior window sills.

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

+ 400 parts per million (ppm) and higher in play areas of bare soil.

 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

## **Checking Your Home for Lead**

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



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

- A paint inspection tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- A risk assessment tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- Visual inspection of paint condition and location.
- A portable x-ray fluorescence (XRF) machine.
- Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

## What You Can Do Now To Protect Your Family

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

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







## **Reducing Lead Hazards In The Home**

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

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



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

- You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To permanently remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

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

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

 40 micrograms per square foot (μg/ft<sup>2</sup>) for floors, including carpeted floors;

 $\diamond$  250 µg/ft<sup>2</sup> for interior windows sills; and

• 400  $\mu$ g/ft<sup>2</sup> for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

# Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

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

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



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



## **Other Sources of Lead**



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





• **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- The job. If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- Old painted toys and furniture.
- Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.
- Lead smelters or other industries that release lead into the air.
- Hobbies that use lead, such as making pottery or stained glass, or refinishing furniture.

Folk remedies that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

## For More Information

#### **The National Lead Information Center**

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/.** 

#### **EPA's Safe Drinking Water Hotline**

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

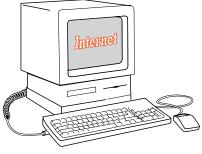
#### Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov.** 

#### Health and Environmental Agencies Some cities, states, and tribes have

their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.





For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.