### 30-34 Pearsall Owners Corporation c/o RLH Management, Inc. 404 Main Street Port Washington, NY 11050

### Sales Package Checklist

### Dear Applicant:

In order to expedite your application, please check off each and every requirement as you complete it. <u>No</u> <u>application will be accepted until the entire checklist is complete.</u>

	Documents Necessary	Complete?
1.	Application Affidavit – Signed and Dated by Applicant(s)	
2.	Closing Fee Schedule – Signed and Dated by Buyer(s) and Seller(s)	
3.	Purchase Application – Completed and Signed by all Applicants	
4.	Fully Signed Contract of Sale (including Lead Paint & Smoke/Carbon Monoxide Affidavits)	
5.	Bank Commitment Letter (if financing)	
6.	References Form – Completed and Signed by Applicant(s)	
7.	Bank reference letter	
8.	Employer reference letter	
9.	Landlord reference letter (if applicable)	
10.	Three (3) letters of personal reference that include phone numbers	
11.	House Rules Acknowledgement – All pages must be initialed by Applicant and the final	
	page must be signed and dated by Applicant	
12.	Subtenants & Pet Rider (No Subtenants or Pets Allowed) – Signed & Dated by Applicant(s)	
13.	80% Carpeting Rule – Signed and Dated by Applicant(s)	
14.	Smoking Rule – Signed and Dated by Applicant(s)	
15.	Smoke Detector & Carbon Monoxide Affidavit – Signed & Notarized by Buyer & Seller	
16.	Exemption Certificate (only necessary if unit is a Studio)	
17.	Lead Warning Statement & Disclosure – Initialed, Signed and Dated by Buyer, Seller and	
	Real Estate Agent (when applicable)	
18.	Certification of Disclosure – Signed and Dated by Buyer (Sub lessee) & Seller (Sub lessor)	
19.	Last 2 years COMPLETE (& signed) Income Tax Returns, including the W2 form	
20.	Most recent 3 months of <b>COMPLETE</b> Bank Statements for your primary account(s)	
21.	Assets and Liabilities Financial Statement	
22.	Documentation for all Assets accounting for 10% or more of your Total Assets (i.e. bank	
	statements, real estate appraisal, etc.)	
23.	Annual Gross Income Spreadsheet and Questionnaire	
24.	Documentation for all Income Sources	
25.	A check in the amount of \$50.00* for each Applicant (who will be occupying the unit)	
	payable to RLH Management to cover the cost of the credit investigation.	
26.	A check in the amount of \$250.00* payable to RLH Management must be submitted with	
	this application as a non-refundable fee for the processing.	
27.	Two (2) Collated Sets of each and every document above (excluding checks)	

Application is to be forwarded to: RLH Management, 404 Main St., Port Washington, N.Y. 11050

\*ONLY CERTIFIED, BANK OR MONEY ORDERS WILL BE ACCEPTED.

# 30-34 Pearsall Owners Corp. Glen Cove, NY 11542

### APPLICATION AFFIDAVIT

To the Board of Directors of 30-34 Pearsall Owners Corp:				
Ap	partmentBuilding Address: umber of Shares:Purchase Price \$A	, NY		
Nu	umber of Shares:Purchase Price \$A	mount Financed		
Pro	The undersigned hereby submit(s) this application for consent to the purchase and transfer of the shares of stock and Proprietary Lease appurtenant to the above-referred-to listed Apartment. We/I understand that the proposed purchase cannot be consummated without the consent of the Board of Directors and agree that:			
1.	Pursuant to authority granted in the Proprietary Lease and By of the Corporation will use this application to obtain inf Corporation's stock. We/I authorize the Board, its agents and this application, including employers, financial institutions, others, to obtain additional information concerning this application.	ormation regarding proposed purchasers of the representatives, to contact any person identified in landlords, educational institutions, references, or		
2.	The Board of Directors may require additional information a personal interview. Other persons who will reside in the apinterview.			
3.				
4.	We/I have read, or have had reviewed on our behalf by an which govern the occupancy of the Apartment and agree to about	* *		
5.		as the Contract may contain obligations between approvements to the Apartment). The Apartment ility with respect to any action or omission of the		
6.		ale, the Seller provided us with information with a required by law. We/I are/am satisfied with the urther right or opportunity to conduct any further		
7.	Each applicant agrees that in no event will the Corporat responsible for any liabilities or expenses incurred by the applicant	ion, its officers, Board members or agents be		
8.	While the Board will attempt to review all applications promagents assume any responsibility for costs or expenses resulting	ptly, neither the Corporation, the Board nor their		
9.	Falsification of any information supplied, or omission of ma without limitation, in denial of consent or revocation prior contermination of the applicant's Proprietary Lease.	terial information in this application may result,		
If th	this application is accepted, the applicant will NOT, without price - Pledge or create a security interest in the shares and - Make any structural alterations to the Apartment; - Sublease the Apartment;	d Proprietary Lease for the Apartment;		
	<ul> <li>Permit any person to reside in the Apartment who</li> <li>Use the Apartment for other than residential purportion of the Proprietary Lease, How</li> </ul>	oses;		
<ul> <li>Violate any provision of the Proprietary Lease, House Rules or By-Laws.</li> <li>Each applicant certifies that the information contained in or attached to this Application is true and complete and agrees to the provisions set forth above.</li> </ul>				

CO-APPLICANT (if any)

Date

Print Name

Signature

Date

**APPLICANT** 

Print Name

Signature

The Managing Agent will contact the applicant(s) to arrange for a personal interview with the Board of Directors. An interview will not be scheduled until all of the above documents including the Commitment letter (pre-approval is acceptable) are received and reviewed by the Managing Agent.

Upon Board approval, purchaser's attorney must contact Robert Chicco of Forchelli, Curto, etal.(516-248-1700) to arrange for a closing. Closing will take place no earlier than ten (10) business days after approval has been granted.

If you have any questions, please call upon RLH Management and we will assist you in answering any questions that may arise in the application process.

### **Closing Fee Schedule**

Purchaser:	\$350.00 Review and execution of Recognition Agreement (if financing) payable to Forchelli, Curto, etal.
	Maintenance in Advance (only collected if closing after the 20 <sup>th</sup> of the month) payable to
	30-34 Pearsall Owners Corporation
	\$125.00 non-refundable Move-in fee payable to 30-34 Pearsall Owners Corporation
	\$1,000.00 Move-in deposit (refundable) payable to 30-34 Pearsall Owners Corporation
	\$9.00 per share representing Resale Fee payable to the 30-34 Pearsall Owners Corporation
	Paid Insurance Certificate naming the 30-34 Pearsall Owners Corporation

Seller: \$650.00 payable to Forchelli, Curto, etal.

Agreed and Accepted:

Outstanding Arrears (if any) payable to 30-34 Pearsall Owners Corporation

\$125.00 non-refundable Move-out fee payable to 30-34 Pearsall Owners Corporation \$1,000.00 Move-out deposit (refundable) payable to the 30-34 Pearsall Owners Corp. \$75.00 Power of Attorney Review (if applicable) payable to Forchelli, Curto, etal. \$250.00 per lost document should the original stock and proprietary lease be lost and an Affidavit will be executed at the closing payable to Forchelli, Curto, etal. Also, a lien

search must be ordered and brought to the closing.

Purchaser	Date	Co-Applicant	Date
Seller	Date	Seller	Date

## 30-34 Pearsall Owners Corporation Purchase Application

APPLICANT'S Name	S.S. #
	S.S. #
	Phone
Attorney's Firm and Address	
SELLER'S Name	11. 4.11
Seller's Telephone Forwar	rding Address
Seller's Attorney	
Attorney's Firm and Address	Phone
Closing Date and Time	Date of Possession
	shares of the capital stock/percent of the
	orporation and the accompanying proprietary lease for
	on the following
terms and conditions: Purchase Price	Current Monthly Maintenance
	NO YES AMOUNT
	dress
	m
	Phone
	reside in the apartment and if children, please state
number and their approximate ages	
	the applicant
- · · · · · · · · · · · · · · · · · · ·	
Home Address Home Phone Cell Email Address	Work
Date of Birth How Long at the all	
Present Landlord's Name & Address	
Landlord's Phone Number	
Car: Make Year	License Plate
Driver's License #	
Applicant Employed by	
Address	
Position	Length of Employment
Salary: \$	
	us Employer
Address	
Position	Length of Employment
Salary: \$	
Other Source of Income	
	Telephone
	Account #
Address	
Emergency NameAdd	lress
	ell

## CO-APPLICANT INFORMATION Present Landlord's Name & Address \_\_\_\_\_ Landlord's Phone Number Car: Make \_\_\_\_\_ Year \_\_\_\_ License Plate \_\_\_\_ Driver's License #: \_\_\_\_\_ State of \_\_\_\_ Applicant Employed by \_\_\_\_\_ Address \_\_\_\_\_ Telephone \_\_\_\_\_ Position \_\_\_\_\_ Length of Employment \_\_\_\_\_ Salary: \$ If Present Employer is less than one year: Previous Employer Address \_\_\_\_\_\_Telephone \_\_\_\_\_ Position \_\_\_\_\_Length of Employment Salary: \$\_\_\_\_\_ Other Source of Income Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_ References: Bank \_\_\_\_\_\_ Account # \_\_\_\_\_ Address \_\_\_\_ Does applicant plan alterations to the apartment? No Yes Specify \_\_\_\_\_ The applicant agrees not to take possession of the space applied for until after contracts have been signed by required parties, and closing has taken place, and premises surrendered by prior occupants. I/we give our consent to obtain any and all information regarding our employment, depository accounts and other assets needed in consideration with this application, and any tenancy resulting therefore, credit obligations and all other credit matters which they may require in connection with our application for purchase. This form may be reproduced and that copy shall be as effective as the original consent which I/we have signed.

Co-Applicant

Applicant

### **REFERENCES**

LANDLORD	
	proximate length of occupancy
Address of previous residence and app	Moximate length of occupancy
FINANCIAL	
a. Bank (Personal Account)	
Address	
b. Bank (Personal Account)	
Address	
c. Bank (Business Account)	
Address	
d. Stock Broker, C.P.A., Executor, if a	nny
Address	
e. For information regarding source(s)	of income, contact
BUSINESS/PROFESSIONAL	Address
	Address
	Address
	Address
SPECIAL REMARKS Please give any additional information	
The undersigned hereby affirms that the best of his/her knowledge and believed.	the information contained in this application is true and accurate to ef.
Signature of Purchase Applicant	Signature of Spouse or Co-Applicant

All information above has been supplied by the applicants and RLH Management makes no representations, nor are any implied, as to the accuracy or completeness thereof.

## **Applicant's Release**

Re:

Building Address:\_\_\_\_\_

Apartmen	nt #:
The undersigned applicant(s) is apartment.	s (are) submitting an application to purchase the above referenced
Applicant has submitted payn applicants' credit and to process this applicants	nent for certain fees including but not limited to fees to check oplication.
approved by the Board of Directors of that if the application is not approved	the application to purchase the apartment may or may not be f the 30-34 Pearsall Owners Corporation in its sole discretion and d, no reason for the disapproval needs to be given. Whether the oved, certain costs and expenses will be incurred and the fees o the applicants(s).
any liability for the return of these fu event the applicant seeks recovery of	e 30-34 Pearsall Owners Corporation and RLH Management from ands incurred in processing the application, and agrees that in the such fees, the applicant shall be liable for all costs and expenses the 30-34 Pearsall Owners Corporation and/or RLH Management.
Applicant	
Applicant	
Date:	-

## **Sublease & Pets Rules**

Re:	Apt#
Address	
I agree not to	sublease my apartment at any time during my ownership pursuant to the Rules and
Regulations o	f 30-34 Pearsall Owners Corporation. Said Ruling was made part of the House Rules
effective Nove	mber 2000.
	cupancy of the above captioned apartment, I/we will not harbor any dogs, cats, birds, or any et or animal in the apartment.
Applicant	
Applicant	
Dated:	

## 80% Carpeting Rule

Apt#\_\_\_\_\_ in Building \_\_\_\_\_

Re:

## **Smoking Rule**

# SMOKE DETECTOR AND CARBON MINOXIDE INSTALLATION COMPLIANCE AFFIDAVIT

Property:1 Family2 Family Cooperative Condoo  STATE OF NEW YORK	y of perjury that we are the transfero  Apt, Section  3"); and  ation located in a building owned as a residential
STATE OF NEW YORK  COUNTY OF) ss.:  We duly sworn, depose and say under penalt and transferee of the real property located at	y of perjury that we are the transfero  Apt, Section s"); and  ation located in a building owned as a residential
New York  Block , Lot#  ("The Premises  1. ( ) That the Premises are a dwelling accommode cooperative, condominium, one or two fan dwelling; and  2. ( ) That installed in the Premises is an approved device in compliance with those provision.	Apt, Sections"); and ation located in a building owned as a residential
<ol> <li>1. ( ) That the Premises are a dwelling accommoded cooperative, condominium, one or two fand dwelling; and</li> <li>2. ( ) That installed in the Premises is an approved device in compliance with those provision.</li> </ol>	ation located in a building owned as a residential
<ol> <li>1. ( ) That the Premises are a dwelling accommoded cooperative, condominium, one or two fand dwelling; and</li> <li>2. ( ) That installed in the Premises is an approved device in compliance with those provision.</li> </ol>	ation located in a building owned as a residential
<ol> <li>1. ( ) That the Premises are a dwelling accommoded cooperative, condominium, one or two fand dwelling; and</li> <li>2. ( ) That installed in the Premises is an approved device in compliance with those provision.</li> </ol>	ation located in a building owned as a residential
device in compliance with those provision	
subdivision 5, prescribing New York State station smoke detecting alarm devices; and	18 of Evenutive Torr Carting one
3. ( ) That installed in the Premises is an approve detector in compliance with those provision subdivision 5-a.	d and operational carbon monoxidens of Executive Law Section 378
That we make this affidavit in compliance with Exe 5 and 5-a.	cutive Law Section 378, subdivision
1.	
Name of Transferer	Name of Transferee
Signature of Transferor	ignature of Transferee
w v	ignature of fransiere
Sworn to before me this	worn to before me this
day of, 2004	day of, 2004
Notary Public N	

## **Certification of Disclosure**

RE: Building Address:	
Apartment #:	
Shareholder as Sublessor	
Prospective Sublessee:	
promulgated by the Department Agency (the "Regulations) requ knowledge, to the Prospective Su	ed Paint Hazard Reduction Act of 1992 (the "Act") and regulations of Housing and Urban Development and Environmental Protection ire that the Shareholder as Sublessor disclose, based upon actual blessee the presence of any known lead based paint and/or lead based or common areas. The cooperative corporation must provide any mmon areas.
5 '	the Shareholders as Sublessors and all Prospective Sublessee(s) of the certify to the Cooperative Corporation owning the building that:
•	ed the information, if any, in the possession of the Cooperative ing lead-based paint and/or lead based paint hazards in the common
	d in all respects with the Regulations.
agrees to indemnify and defend the (the "Indemnified Parties") agains and expenses (including reasona Indemnified Parties for failure to c	plessor(s) and the Prospective Sublessee(s), each individually, hereby a Cooperative Corporation, its directors, officers, employees and agents, it any and all claims, losses, liabilities, fines, penalties, damages, costs able attorneys' fees) that may at any time be imposed upon the omply with the Regulations. The Prospective Sublessees hereby release claims with respect to the existence of lead based paint in the apartment ure with respect thereto.
Shareholder(s) as Sublessor(s):	·
Prospective Sublessee(s):	
_	

## Lead-Based Paint Disclosure Requirements \*\*THE ATTACHED FORMS MUST BE INCLUDED WITH THE BOARD PACKAGE\*\*

### Dear Applicant:

Effective December 6, 1996, all shareholders in buildings built prior to 1978 seeking to sell their shares and assign their proprietary lease or sublease their apartments must comply with certain regulations promulgated by the Environmental Protection Agency and the Department of Housing and Urban Development regarding disclosure of lead based paint (the "Regulations"). Note that "0" bedroom apartments which covers most studios need not comply, but must fill out the Exemption Certificate which must be signed by the shareholder and the prospective purchaser/lessee.

Please note that it is the Shareholders' responsibility to disclose any information they know about lead in their apartment and the common area to the prospective purchaser/lessee. It is the prospective purchaser/lessees responsibility to be sure the required disclosure forms, properly completed, are returned with the Board Package. The Board Package will not be sent to the Board of Directors for review unless the Lead-Based Paint Disclosure documents are included. **NO EXCEPTIONS** will be made.

Should you have any questions concerning The Federal Disclosure for Lead Based Paint Hazards, please contact our office.

## **EXEMPTION CERTIFICATE**

Re:	Building Address:		
	Apartment #:		
	Sublessor: (Tenant shareholder)		
	Sublessor: (Tenant shareholder)		
	Sublessee: (Subtenant)		
	Sublessee: (Subtenant)		
	nced apartment understa	ng all the sublessor(s) and sublessee(s) on the transfer and that this apartment is in a building built prior to 19 ations regarding lead-based paint.	
Federa		fy that the above apartment is a "0" bedroom apartmeter the Disclosures otherwise required to be made as	
	Sublessor: (Tenant shareholder)	Date	
	Sublessor: (Tenant shareholder)		
	Sublessee: (Subtenant)	Date	
	Sublessee:		

(Subtenant)

Date

COO	PERATIVE SUBLEASES	Building Address:
Lesso	r (Tenant Shareholder) e (Subtenant)	Apt#
LEAI ON L	D WARNING STATEMENT & DISCLOSURE OF EAD-BASED PAINT AND/OR LEAD-BASED P SES/SUBLEASES	
DUST HARI MUST THE	Γ CAN POSE HEALTH HAZARDS IF NOT MFUL TO YOUNG CHILDREN AND PREGNA Γ DISCLOSE THE PRESENCE OF KNOWN LE	LEAD-BASED PAINT. LEAD FROM PAINT, PAINT CHIPS, ANI MANAGED PROPERLY. LEAD EXPOSURE IS ESPECIALLY NT WOMEN. BEFORE RENTING PRE-1978 HOUSING, LESSOR AD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS IN A FEDERALLY APPROVED PAMPHLET ON LEAD POISONING
Lesso	or's Disclosure (Tenant Shareholder)	
(a)	Presence of lead-based paint and/or lead-base	ed paint hazards (check (i) or (ii) below):
	(i)Known lead-based paint and/or lead	l-based paint hazards are present in the housing (explain).
	(ii)Seller has no knowledge of lead-bas	sed paint and/or lead-based paint hazards in the housing.
(b)	Records and reports available to the seller (ch	neck (i) or (ii) below):
	. , ,	purchaser with all available records and reports pertaining based paint hazards in the housing (list documents below).
	(ii)Seller has no reports or paint hazards in the housing.	records pertaining to lead-based paint and/or lead-based
Lesse	ee's Acknowledgment (Subtenant) (Lessee(s) to	o initial (c) (d) below):
(c)	Purchaser has received copies of all info	ormation listed above.
(d) _	Purchaser has received the pamphlet <i>Pr</i>	rotect Your Family from Lead in Your Home.
Agen	t's Acknowledgment (Agent (All Brokers) to in	nitial (e) below):
(e)	Agent has informed the seller of the sell responsibility to ensure compliance.	ler's obligations under 42 U.S.C. 4852d and is aware of his/her
		ation of Accuracy and certify, to the best of their knowledge, that the information they have

Lessor	Date	Lessee	Date
Lessor	Date	Lessee	Date
Agent (Broker)	Date	Agent (Broker)	Date

### **HOUSE RULES**

#### OF

### 30-34 PEARSALL OWNERS CORPORATION

- 1. The public halls and stairwells of the buildings shall not be obstructed or used for any other purpose other than ingress or egress from any apartment of the building property.
- 2. Play is not permitted in the common areas, including, but not limited to the garages, hallways, laundry rooms, elevators, stairwells and entrances to the buildings.
- 3. No hallways shall be decorated or furnished by any resident in any manner.
- 4. Any activities which may prove injurious to others or property, such as ball playing, bicycle riding, and skating, shall not be permitted.
- 5. Noise level in the common areas shall not exceed reasonable levels. No one shall play or allow to be played any musical instruments or permit the operation of a radio, television or stereo between the hours of 11:00 PM and 8:00AM, if it shall disturb or annoy other occupants of the buildings.
- 6. Before beginning any construction work in any apartment, proposed work must be approved by the Managing Agent and the Board of Directors. Construction work within the apartment, including the delivery of construction materials, shall take place between the hours of 8:00 AM and 5:00 PM, Monday through Friday, excluding Holidays. On Saturdays, light construction, painting and repairs are permitted from 10 AM -5 PM.
- 7. No articles shall be placed in the public areas nor shall anything be hung or shaken from the windows or terraces. No awnings shall be used on the terraces, nor shall anything be projected out of any window including satellite aerials or dish antennas, banners, etc. Window fans do not require Board permission to install.
- 8. Barbecues are not allowed under any circumstances within the buildings or the grounds. You may however use an electric grill. Consideration should be given to your neighbors regarding smoke conditions.
- 9. No bicycles, scooters, baby carriages, shopping carts, wheelchairs, walkers, shoes, umbrellas or similar devices or other personal property shall be allowed to stand within the common areas of the buildings or entrances.
- 10. To keep the noise to a minimum, 80% of any individual room, foyer, or hallway floor area, excluding kitchens, bathrooms and non-walk in closets, must be covered with carpeting and thick padding. Dining areas and dinettes are not exempt from this rule and must conform to the above 80% coverage standard. Furthermore, the floor area under all tables, chairs, stools, benches or other frequently moved furniture must be 100% covered.

Noise from the operation of an exercise machine or any other motorized equipment must be kept to a minimum by installing extra floor padding. Telephone ringers must be set at a moderate or low level so that they cannot be heard in hallways or in neighboring apartments.

Non-compliance could lead to a \$25 per day fine until the required carpeting has been installed.

- 11. Subletting of an apartment is not permitted under any circumstances.
- 12. All monthly charges for all shareholders are due on the 1<sup>st</sup> of every month and considered late if received after the 5<sup>th</sup> of the month. A late fee in the amount of \$ 50.00 will be imposed for all remittances received after the 5<sup>th</sup> of the month.

- 13. All apartments must have working smoke and carbon monoxide detectors within the apartment as per Nassau County Fire Department Regulations.
- 14. Deliveries: Parties receiving deliveries of large objects from vendors, including, but not limited to rugs, appliances and furniture, are required to provide the management office with at least 48-hour notice, and preferably more for the purpose of allowing building staff to pad the elevators. Any damages caused by such delivery shall be charged to the recipient. Deliveries are allowed Monday through Saturday from 8 AM to 5 PM.
- 15. Complaints regarding the service of the building shall be made in writing to the Board of Directors.
- 16. The agents of the Co-op, and any contractor or workman authorized by the Co-op, may enter any apartment at any reasonable hour of the day for emergencies with reasonable attempt to notify the resident beforehand.

#### 17. Move-Ins and Move-outs:

- a. Anyone moving in or out of the buildings are allowed to move in or out only between the hours of 8:00am and 5:00pm Monday to Saturday. Excluded days are Sundays and all government recognized holidays. Shareholders are expected to notify the on-site building superintendent, as well as the management office and the Board of Directors pursuant to any move.
- b. Seventy-two (72) hours prior written notice is required to the management company before moving in or out. The moving in party must provide either a certified or bank check in the amount of \$1,000. made payable to 30-34 Pearsall Owners Corporation at the time of closing. The moving out party must also provide the same prior to moving out. This fee shall be refunded upon: 1) the absence of damage to the common areas including the elevators; and 2) complete compliance with this policy. Upon inspection by the building superintendent, the Board of Directors will determine whether additional charges if any, or a refund in part or in whole is warranted. In addition, a non-refundable fee in the amount of \$125. must be paid to the Corporation whenever a shareholder or tenant moves in or moves out.
- c. Tenants/Shareholders will be charged for the cost of repair of any damage occurring to any public areas of the building including, but not limited to public halls, elevators or service areas as a result of moving furniture or equipment into or out of the tenant/shareholder apartment.
- d. The superintendent and building staff shall have full authority to shut down the elevators in the event the appropriate fees are not collected at the time of moving in or out or unruly behavior. In the event of an emergency requiring usage of the elevator by others during moves, one should call the superintendent for assistance.
- e. A fee of \$500. per day shall be paid by the moving party to the co-op in the event that the move takes place on a government holiday or Sundays. The fee shall be deducted from the monies specified in paragraph B. If additional sums are required, they must be paid AS well.
- f. The moving party shall pay a fee of \$100 per hour to the co-op in the event that the party exceeds the allowable hours. This fee is in addition to the other fees mentioned.
- g. In the event of failure to comply by any party, the shareholder shall be responsible for all fees enumerated in this section. The party with an outstanding balance on moving fees or any other penalties or charges shall not be permitted to sell that apartment until accounts are brought up to date.
- h. Discarding of large household items (furniture, mattresses, lamps, appliances, etc.) is not permitted in or around the dumpsters of the buildings and are the responsibility of the shareholder. Non-compliance will result in a fine of \$50. Shareholders/tenants can arrange pick-up with a private carting company.

- 18. No pets of any kind may be kept in the apartments. "Visiting dogs or cats" are not permitted. There will be a \$50. fine levied on any resident that is found harboring a dog or a cat, even for a short time. All residents will be held responsible for the action of their visitors.
- 19. No birds of any kind or animals (cats, squirrels, etc.) shall be fed from the windowsills, terraces, balconies or any other part of the property. Non-compliance will be fined \$50.00 for each occurrence.
- 20. No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction or tag sale be held in any apartment.
- 21. All residents shall keep the windows of the apartment clean.
- 22. No resident shall send any employee of the coop out of the building on any *private business*. Building staff may not be utilized for any task outside of their job standard on or off the premises *during their work hours* including, but not limited to running errands, moving cars or doing repair work in the apartment. Shareholders can make arrangements with superintendent for repair work for a fee payable to the co-op.
- 23. The shareholder is responsible for all repairs within the apartment. The Cooperative and its agents are responsible for repairs affecting building-wide systems such as electrical, plumbing, heating, exterior walls and common areas, providing damage was not caused by negligence, abuse or misuse.
- 24. 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, paper towels or any other article be thrown into the plumbing. The cost of repairing any damage resulting from the misuse of plumbing shall be paid by the resident in whose apartment such damage occurred.
- 25. At no time, shall there be stored any flammable items in the buildings, including apartments, terraces, storage units or garages.
- 26. Smoking is not permitted in the common areas of the buildings, which includes the foyer, lobby, elevator, hallways, stairwells, laundry rooms and garages.
  - Permitting tobacco or any other kind of smoke or related odor to emanate from the resident's apartment or balcony, and enter another apartment, balcony, or common area constitutes objectionable conduct, and the Board will, without limitation, seek to terminate the Proprietary Lease of any such Shareholder permitting such smoke or odor from leaving their apartment. Violators will be fined.
  - In the event that other shareholders complain of cigarette smoke, the smoker shall do all that is necessary to alleviate the situation by installing air purifiers or taking other measures to remedy the situation.
- 27. The corporation carries fire and property insurance, which insures the structure and all public areas, and liability insurance to protect it against claims resulting from accidents for which the Corporation might be liable. Neither policy covers the personal interests or liability of the individual shareholders.
- 28. It is highly recommended that each shareholder obtains property and liability Insurance with water damage, fire, theft and other proper coverage. The policy should specifically insure a cooperative apartment, not a rental apartment. The co-op is neither liable nor insured for the personal property, appliances, interior walls, closets, decorations, alterations, improvements or betterments in any apartment. Shareholders may be responsible for damages to other apartments caused by leakage from plumbing, basins or other fixtures in their apartments.
- 29. Any lessee or real estate representative of said lessee, conducting an "open house" in order to facilitate the sale of the lessee's apartment, must inform the Management Company in writing of the date of said open house at least three (3) business days in advance of the event, and must acknowledge in writing the following stipulations: (a) Any individuals associated with the open house and any prospective buyers, must be escorted by the shareholder or the representative upon arrival, from the lobby of the building to

- the Lessee's apartment, and upon departure, from the Lessee's apartment to the lobby of the building. (b) Admittance to floors or areas of the building other than that required for access to Lessee's apartment is prohibited.
- 30. The superintendent is to have access to every apartment by providing him with a key to your apartment. If access to the apartment is deemed necessary by the Lessor, and the superintended has not been given a key and the apartment must be forcible entered, the Lessor or its agent may forcibly enter the apartment and the Lessee shall be liable for all damages, costs and expenses incurred in entering the apartment. The Lessee shall hold the Lessor and its agent harmless and indemnified from any and all claims that may arise from such forcible entry into the apartment.
- 31. Public sales such as estate sales, tag sales, etc. are <u>not permitted</u> at any time at Pearsall. This rule is to preserve the safety and security of all residents and the buildings contents as we do not want strangers wandering the halls of the buildings unattended. Any future violations of this rule will result in an immediate \$200 fine.
- 32. From time to time, the Board of Directors shall at its discretion institute fines for any infraction of the rules and regulations of the Lesser corporation. Each shareholder shall be responsible for the payment of fines imposed against their apartment. These fines shall be made payable to 30-34 Pearsall Owners Corporation.
- 33. All rules and regulations may be added to, amended or revoked at any time by resolution of the Board of Directors. The house rules as amended are not intended in any way to diminish the rights provided to the Sponsor in the Proprietary Lease and the By-laws.

These house rules were amended and adopted by the Board of Directors of 30-34 Pearsall Corporation on June 18, 2018.

## Schedule of Fees and Fines As of June 18, 2018

1.	Late maintenance fee	\$50.
2.	Move-in/Move-out deposit	\$1,000.
3.	Move on weekend or holidays fee	\$500. Per day
4	Move after hours' fee	\$100. Per hour
5.	Move-in/Move out non-refundable fee	\$125.
6	Failure to dispose of large household goods	\$50.
7.	Failure to recycle	\$50.
8.	Feeding of animals	\$50.
9.	Violation of smoking rule	\$200
	Second offense	\$500.
10.	Violation of no pet policy	\$50. Per occurrence
11.	Lack of appropriate carpeting	\$25. Per day
12.	Obstruction of common areas	\$50. Per day
13.	Public sale fine	\$200. Per occurrence
	± *	s and Pool Rules. I have read the House Rules of 30-34 les and understand and accept the Rules as written.
Signa	iture	Date
Print	Name	Bldg/Apt. #

### **30-34 Pearsall Owners Corporation**

### **Terraces/Balconies Rules**

- 1. Floor coverings (such as carpeting) and anything with a metal base (feet or legs) are not permitted on the terrace floors.
- 2. Gas grills or charcoal grills are not permitted on terraces.
- 3. Terrace enclosures cannot be constructed or attached without the prior written approvement of the Board of Directors.
- 4. Permanent storage items, (storage sheds, crates, containers) bicycles, mops, brooms, cleaning supplies and equipment cannot be stored on terraces. Laundry, clotheslines and cloth racks cannot be hung, placed or attached to any terrace.
- 5. Terrace dividers must be uniform in color, size and material, to match the rest of the buildings.
- 6. The total amount of plants/planters cannot exceed ten percent (10%) of the floor area and cannot exceed hundred (100) pounds in individual weight.
- 7. Planters should not be placed closer than 6 "to parapet or building walls and must be arranged so that there is no obstruction to cleaning of debris
- 8. Clustering of planters shall be avoided to eliminate excess weight loads.
- 9. Nothing can be attached or mounted to the railings of the balcony nor shall anything be hung or suspended from the ceilings or walls.
- 10. All planters and flowerpots must be placed on a leak proof base and should not be placed directly on the terrace floor.
- 11. When watering plants, consideration should be given to terraces/balconies below you. Prevent water from pouring down on your neighbors.

I have received a copy of the House Rules, Terrace Rules and Pool Rules. I have read the House Rules, Terrace Rules, and Pool Rules of 30-34 Pearsall Owners Corp. and understand and accept the Rules as written.

Date	
 Bldg/Apt. #	
	Date  Bldg/Apt. #

### **ASSETS**

Bank or Credit U	nion Accounts (Chec	king, Savings, CD's,	etc.)
Name of Institution	on	Type of Account	Balance
			\$
Deposit on Purchase Agreement for A	Apartment:		\$
Net Worth of Business Owned			\$
Investments: Bonds & Stocks			\$
Real Estate Owned:			\$
Vehicle	s (including boats, m	otorcycles, etc.)	
Year, Make & Model	Market Value	Amount Owed	Equity in Vehicle
			\$
Notes Receivable:			\$
Vested Interest in Retirement Fund:			\$
Other Assets (Itemized):			\$
			\$
			\$
		TOTAL ASSETS	\$

Note: if any assets above constitute 10% or more of your Total Assets, you MUST provide documentation to support the valuation of the asset(s).

### **LIABILITIES**

Bank and Store Credit Cards (Visa, Mastercard, AMEX, Discover, etc.)			
Name of Issuer		Monthly Payment	Total Amount Owed
		\$	\$
	Vehicle Loans		
Name of Issuer	Lease or Loan?	Monthly Payment	Total Amount Owed
		\$	\$
		Monthly Payment	Total Amount Owed
Notes Payable (Banks, Relatives, Others):		\$	\$
Real Estate Loans		\$	\$
Other Liabilities (Itemized):		\$	\$
TO	OTAL LIABILITIES	\$	\$

NET WORTH (Total Assets - Total Liabilities): \$

### ANNUAL GROSS INCOME

Source	Applicant	Co-Applicant
Employment	\$	\$
Dividends	\$	\$
Interest	\$	\$
Rent	\$	\$
Alimony/Child Support	\$	\$
Social Security	\$	\$
Pension	\$	\$
Other Income (Itemized):	\$	\$
TOTAL INCOME:	\$	\$

## QUESTIONNAIRE

	Yes or No	
Questions	<b>Applicant</b>	<b>Co-Applicant</b>
1. Are there any outstanding judgements against you?		
2. Have you been declared bankrupt in the last 7 years?		
3. Have you had property foreclosed upon or given title ordeed in lieu thereof?		
4. Have you been a party in a lawsuit within the past 5 years?		
5. Are you obligated to pay alimony, child support or separate maintenance?		
5. Will any part of the purchase price (other than bank loan be borrowed)?		
7. Do you or any member of your family have diplomatic status?		
3. Do you intend to practice any profession in the subject apartment?		
9. Do you smoke any tobacco products?		
0. Have you been accused of any criminal act or conduct within the past 10 years?		
1. Do you or any member of your family play any musical instrument?		
2. Will this be your primary residence?		
If a "Yes" answer is given to a question above, explain below	w and/or on an attach	ed sheet.