

103-25 68 AVENUE OWNERS, INC.

(THE NEW YORKER)

**103-25, 68TH Avenue
FOREST HILLS, NEW YORK 11375**

Procedure for Sale of Apartment:

The following procedure must be followed for the Resale of a Cooperative Apartment. No Resale may occur without first obtaining approval from the Board of Directors of 103-25 68th Avenue Owners, Inc.

Purchaser must submit **One (1) Original & One (1) Copy TOTAL OF TWO** correlated set of the application with following fees in certified check or money order ONLY:

- 1. \$400.00 Non-refundable Processing Fee, payable to John B. Lovett & Associates**
- 2. \$75.00 per person, Non-refundable Credit Report fee, payable to John B. Lovett & Associates, Ltd.**
- 3. \$200.00 PER APPLICANT/OCCUPANT, Non-Refundable Criminal Background Fee per applicant/occupant. Please make the check payable to John B. Lovett & Associates, Ltd. (Please note that everyone over the age of 18 must complete the authorization form)**
- 4. \$500.00 Refundable Move-In Deposit, payable to 103-25 68th Avenue Owners, Inc. (Paid by the Purchaser)**
- 5. \$250.00 Non-Refundable Move In Fee, payable to 103-25 68th Avenue Owners, Inc. (Paid by the Purchaser)**
- 6. \$500.00 Refundable Carpet Deposit, payable to 103-25 68th Avenue Owners, Inc.**
- 7. \$500.00 Refundable Move-Out Deposit, payable to 103-25 68th Avenue Owners, Inc. (Paid by the Seller)**
- 8. \$250.00 Non-Refundable Move-Out Fee, payable to 103-25 68th Avenue Owners, Inc. (Paid by the Seller)**

****Please note that all applications are date stamped upon receipt and processed within 3-4 weeks in the order in which they are received. There is an option to have the application processed in our office within 72 hours and forwarded to the board. The expedite fee is not a mandatory fee, however, should you wish to use this service, the fee is \$250 payable to John B. Lovett & Associates, Ltd. and is a non-refundable fee. Please note that the expedite fee is only to have the application processed by our office within 72 hours of receipt. It does not expedite the board's review, nor does it guarantee that the application will be approved. If you decide to have your application expedited, please submit the \$250.00 fee along with the enclosed expedite authorization form with the completed application along with the above mentioned listed fees.****

Your completed package must be sent to:

John B. Lovett & Associates, Ltd.
109-15 14th Avenue
College Point, New York 11356
Attention: Victoria A. Balbuena
Email: vbaltuena@lovettrealty.com/Phone: 718.559.0228

PLEASE NOTE: Move in/out security deposits are refundable only after the move is complete, the House Rules have been adhered to, and no damage has been done to any part of the building.

Upon receipt of completed purchase application, packages will be forwarded to the Board of Directors for their review and approval. The Managing Agent will contact applicant(s) within thirty days of submitting the completed application package.

PLEASE NOTE THE FOLLOWING IMPORTANT INFORMATION:

- **PET POLICY:** PETS ALLOWED
- **FLIP TAX:** NONE
- **MAXIMUM FINANCING:** WILL BE PERMITTED UP TO 80% OF THE PURCHASE PRICE (DOWN PAYMENT CANNOT BE LOWER THAN 20% OF PURCHASE PRICE)
- ALL FEES MUST BE SUBMITTED IN THE FORM OF MONEY ORDER OR CERTIFIED CHECK
- ALL INCOMPLETE APPLICATIONS WILL BE RETURNED TO SENDER
- PROCESSING OF YOUR APPLICATION TAKES APPROXIMATELY 3-4 WEEKS
- DO NOT BOUND OR STAPLE APPLICATIONS TOGETHER. BINDER CLIP OR RUBBER BAND IS REQUIRED.

It should be noted that upon submission, the original application and all submitted documents become the property of the Cooperative Corporation. If the application is approved, the original application will not be returned for any reason. In the event an application is denied, the original application will be returned if requested in writing within 30 days of issuance of the denial letter.

Should you have any questions, please do not hesitate to contact the undersigned.

Sincerely,
John B Lovett & Associates, Ltd.

Victoria A. Balbuena
Transfer Agent
Phone (718) 559-0228
Fax (718) 445-9704
Email vbaltuena@lovettrealty.com



Authorization to Expedite Application

I am aware, as is stated in the Resale and Sublease application agreement; it takes approximately 3 to 4 weeks for the Managing Agent to process, once the application is accepted as complete.

However, I am under a time constraint and I am requesting the Managing Agent expedite the processing of my application. ***I am aware the expediting of my application only provides the application will be processed by the Managing Agent within 72 hours of receipt of receiving my completed application, and forwarded to the Board of Directors for consideration.***

I am aware that the expedite fee does not expedite the Board of Directors review of my application, nor does it guarantee approval by the Board of Directors.

Applicants Name _____

Applicants Signature _____

Building _____

Apartment _____

Date _____



IMPORTANT INFORMATION REGARDING YOUR SOCIAL SECURITY NUMBER

PROTECTING YOUR PRIVACY

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

- Financial condition (net worth)
- Tax returns
- Personal loans
- Bank statements
 - IRA
 - CD's
 - Savings

The Credit Agency Authorization Form AND Criminal Background Check Forms in the application are the only form that requires your Social Security number. These two forms containing your Social Security number will be shredded in our office as soon as we submit the information to the Agency used to obtain your reports.

If you have any questions please contact the Management Office.

**ALL SOCIAL SECURITY NUMBERS SHOULD BE REMOVED/BLOCKED
OUT FROM TAX RETURNS AND ANY OTHER DOCUMENTS.**

IMPORTANT NOTES

Due to the large volume of calls, and applications, received by this office, we kindly ask that you refrain from calling for an update, during the three (3) week processing period. When an update is ready, we will contact your point person, which we recommend should be your Real Estate Broker, or in the absence of a Broker your Attorney. Please advise all parties involved and provide them with the brokers and/or attorney's contact information.

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

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

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

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

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

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

Brokers: replace your purchase and lease applications by visiting our website, www.lovettrealty.com for the most updated application. Submission of old packages will cause delays in the processing. Call our office and updated packages could be emailed to you.

Please provide your bank/mortgage broker/appraiser with the attached information. Thank you for your cooperation.



**MOST REQUESTED ITEMS THAT YOU MAY NEED
FOR PURCHASE, REFINANCE & EQUITY LINE OF CREDIT:**

Please note personal checks will not be accepted. All payments must be in the form of Bank certified check, Money order or Company Checks, *payable to John B. Lovett & Associates, Ltd.* Credit Cards are not accepted. Please note all contact information and fees for the following items:

<u>ITEM</u>	<u>COST</u>	<u>CONTACT PERSON</u>	<u>CONTACT #</u>	<u>MISC. INFO</u>
Questionnaire	\$250	Camilo Ibanez	(718) 445 9500 x162 cibanez@lovettrealty.com	Please mail \$250 with questionnaire and reference the Building & Apartment #.
Building Insurance	\$0.00 (Free)	Front Desk	(718) 445 9500 x110	Front Desk will provide Insurance Broker's name and phone number.
Financials	\$20	Dale	(718) 445-9500 x142 dale@lovettrealty.com	Please note we charge \$20 for each year. Payment must be received with request
By-Laws	\$25	Dale	(718) 445-9500 x142 dale@lovettrealty.com	Located in Offering Plan. Please note payment must be received with request.
Most Recent Amendment	\$25	Dale	(718) 445-9500 x142 dale@lovettrealty.com	Located in Offering Plan. Please note must be received with request.
Offering Plan (Black Book)	\$300	Dale	(718) 445-9500 x142 dale@lovettrealty.com	Please note payment must be received with request.

ALL PAYMENTS, FORMS &/OR REQUESTS SHOULD BE SENT TO:

**JOHN B. LOVETT & ASSOCIATES, LTD.
109-15, 14TH AVENUE
COLLEGE POINT, NY 11356**

Purchase Application

TABLE OF CONTENTS

Cooperative Purchase Application	>	>	>		Section 1
Financial Condition (Net Worth)	>	>	>	>	Section 2
Contract of Sale	>	>	>	>	Section 3
Financing Information	>	>	>	>	Section 4
Federal Tax Returns	>	>	>	>	Section 5
Letter from Previous Landlord	>	>	>	>	Section 6
Personal Loans	>	>	>	>	Section 7
Letter from Employer	>	>	>	>	Section 8
Personal Reference Letters	>	>	>	>	Section 9
Substantiating Documentation	>	>	>	>	Section 10
Letter regarding Homeowners Insurance	>	>	>		Section 11
Source of Funds	>	>	>	>	Section 12

SECTION I

CO OPERATIVE PURCHASE APPLICATION

103-25 68 AVENUE OWNERS, INC.
103-25, 68th Avenue
Forest Hills, New York 11375

John B. Lovett & Associates, Ltd.
109-15 14th Avenue
College Point, New York 11356

PURCHASE APPLICATION FOR COOPERATIVE

PURCHASER (S) INFORMATION:

Purchaser: _____
Purchaser: _____
Purchaser's Attorney: _____ Telephone: _____
Fax: _____
Attorney's Firm and Address: _____

SUBJECT BUILDING INFORMATION:

Building Name: _____ Building Address: _____
Number of Shares: _____ Apt No.: _____
Monthly Maintenance: \$ _____
Purchase Price: _____
Name on Stock Certificate and other documents: _____

BANK INFORMATION:

Financing: _____ No _____ Yes Amount: _____
Bank: _____

BROKER INFORMATION:

Broker: _____ Company: _____
Address: _____ Telephone: _____

SELLER (S) INFORMATION:

Seller's Name: _____
Seller's Name: _____
Forwarding Address: _____ Telephone: _____

Seller's Attorney: _____ Telephone: _____
Attorney's Firm and Address: _____

Anticipated Closing Date: _____
Anticipated Date of Possession: _____

INFORMATION REGARDING PURCHASER(S)

Purchaser: _____

Home Address: _____

Email: _____

Telephone: _____

Length of Occupancy: _____

Rent: _____

Employer's Company Name & Address: _____

Telephone: _____

Supervisor: _____

Salary per Annum: _____

Commission & Bonus: _____

Spouse/Co-Applicant: _____

Employer's Company Name & Address: _____

Telephone: _____

Supervisor: _____

Salary per Annum: _____

Commission & Bonus: _____

Name of all persons and relationships who will reside in apartment and, if children, please state age: _____

Name of all residents in the building known by applicant: _____

Does applicant wish to maintain any pets? If so, please specify: _____

Does Applicant plan alterations to apartment? If so, please specify: _____

LANDLORD REFERENCES:

Present Landlord or Agent: _____

Address: _____ Telephone: _____

Previous Landlord or Agent: _____

Address: _____

Address of previous residence and approximate length of occupancy:

FINANCIAL REFERENCES: (Please list **first** the bank, type of account (savings, checking, money market, etc.) and account number with the **most** assets).

a. Bank: _____
Address: _____
Type of Account: _____

b. Bank: _____
Address: _____
Type of Account: _____

c. Bank: _____
Address: _____
Type of Account: _____

d. Bank: _____
Address: _____
Type of Account: _____

e. Bank: _____
Address: _____
Type of Account: _____

f. Certified Public Accountant, if any: _____
Address: _____

g. For information regarding source(s) of income, contact: _____

BUSINESS PROFESSIONAL REFERENCES:

1. Name & Address: _____

2. Name & Address: _____

3. Name & Address: _____

4. Name & Address: _____

SPECIAL REMARKS:

Please give any additional information which may be pertinent or helpful:

The undersigned hereby affirms that the information contained in this application is true and accurate to the best of her knowledge and belief.

Signature of Purchase Applicant: _____

Signature of Spouse/Co-Applicant: _____

SECTION 2

FINANCIAL CONDITION (NET WORTH)

STATEMENT OF FINANCIAL CONDITION

Please note that all information listed here should have documentation

Name: _____

Address: _____

FILL ALL BLANKS, WRITING "NO" OR "NONE" WHERE NECESSARY TO COMPLETE INFORMATION

ASSETS

Cash in Banks: _____

Savings & Loan Shares: _____

Investment in own Business: _____

Investments: Stocks & Bonds: _____

(See schedule)

Automobile: _____

Real Estate owned (see schedule)

Automobiles: (Year & Make)

Personal property & Furniture: _____

Life Insurance:

Cash Surrender Value: _____

Other Assets – itemize: _____

Total Assets: _____

LIABILITIES

Notes Payable:

To Banks: _____

To Relatives: _____

To Others: _____

Installment Accts Payable:

Other: _____

Other Accounts Payable: _____

Mortgages Payable on Real Estate:

(see schedule) _____

Unpaid Real Estate taxes: _____

Unpaid Income taxes: _____

Chattel Mortgages: _____

Loans on Life Insurance Policies:

(Include Premium Advance):

Other debts – itemize: _____

Total Liabilities: _____

Net Worth: _____

PURCHASER & SPOUSE SOURCE OF INCOME

Purchaser

Base Salary: _____

Bonus & Commissions: _____

Dividends & Interest Income: _____

Real Estate Income (Net): _____

Other Income – itemize: _____

Other Income – itemize: _____

Total Annual Income: _____

Co-Purchaser

Base Salary: _____

Bonus & Commissions: _____

Dividends & Interest Income: _____

Real Estate Income (Net): _____

Other Income – itemize: _____

Other Income – itemize: _____

Total Annual Income: _____

CONTINGENT LIABILITIES

As Endorser or Co-maker on Notes: _____
Alimony Payments (Annual): _____
Are you a defendant in any legal action?: _____
Are there any unsatisfied judgments?: _____
Have you ever taken bankruptcy?: _____
Explain: _____

GENERAL INFORMATION

Personal Bank Accounts carried at: _____
Savings & Loan Account at: _____
Purpose of Loan: _____

SCHEDULE OF STOCKS AND BONDS

<u>Amount or No. Shares</u>	<u>Description</u>	<u>Marketable Actual Market Value</u>	<u>Non-Marketable (Unlisted Securities) Estimated Worth</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SCHEDULE OF CASH IN BANKS AND BROKERAGE

<u>Location</u>	<u>Account</u>	<u>Balance</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

SCHEDULE OF REAL ESTATE

<u>Description & Location</u>	<u>Cost</u>	<u>Actual Market Value</u>	<u>Mortgage</u>	
			<u>Amount</u>	<u>Maturity</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SCHEDULE OF NOTES PAYABLE

Specify any assets pledged as collateral, indicating the liabilities which they secure:

<u>To Whom Payable</u>	<u>Date</u>	<u>Amt</u>	<u>Due</u>	<u>Interest</u>	<u>Assets Pledged as Security</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

The foregoing statements and details pertaining thereto, both printed and written, have been carefully read and the undersigned hereby solemnly declares and certifies that same is a full and correct exhibit of my/our financial condition.

Date:_____ Signature of Purchase Applicant:_____

Signature of Spouse/Co-Applicant:_____

SECTION 3

**INSERT
CONTRACT OF SALE
HERE**

(Contract must be legible)

SECTION 4

**INSERT COMMITMENT LETTER, LOAN
APPLICATION
&
3 ORIGINAL AZTEC RECOGNITION
AGREEMENTS** (Signed by Bank officer & applicant (s))
HERE

(Corporation requires a minimum cash down payment of 20% of the purchase price. The maximum financing is 80%)

SECTION 5

**INSERT LAST 2 YEARS
FEDERAL TAX RETURNS WITH W-2 FORMS
HERE**

(ALL SCHEDULES MUST BE INCLUDED
& COPIES SHOULD BE SIGNED)

SECTION 6

**INSERT
LETTER FROM PREVIOUS LANDLORD
INDICATING LENGTH OF STAY
& CURRENT PAYMENT HISTORY
HERE**

(A letter of explanation should be included if you cannot provide one)

SECTION 7

**INSERT LIST OF ANY
PERSONAL LOANS
HERE**

SECTION 8

**INSERT
LETTER FROM EMPLOYER
STATING EMPLOYMENT PERIOD, TITLE
& CURRENT SALARY
& COPY OF LAST THREE PAY STUBS
HERE**

**(IF RETIRED, PLEASE SUBMIT THE FOLLOWING: SOCIAL SECURITY AWARD
LETTER, PENSION AWARD LETTER, BANK INTEREST FORM 1099 AND
DIVIDEND FORM 1096)**

**(IF SELF-EMPLOYED, INCOME MUST BE VERIFIED BY ACCOUNTANT'S
CERTIFICATION AND A BUSINESS FINANCIAL STATEMENT FROM YOUR
ACCOUNTANT IS REQUIRED AS WELL AS LAST TWO YEARS BUSINESS OR
CORPORATION TAX RETURNS SHOULD BE SUBMITTED)**

SECTION 9

**INSERT
THREE (3) PERSONAL
REFERENCE LETTERS
FOR EACH APPLICANT
HERE**

SECTION 10

INSERT SUBSTANTIATING DOCUMENTATION SUCH AS, BANK STATEMENT, IRA, CD, 401K, SAVINGS, AND ANY OTHER ASSETS

- COMPLETE COPIES OF THE LAST 3 MONTH'S OF EACH STATEMENT SHOULD BE PROVIDED
- ALL ACCOUNT #S SHOULD BE BLOCKED OUT LEAVING THE LAST 4 # TO HELP DIFFERENTIATE VARIOUS ACCOUNTS

HERE

SECTION 11

HOMEOWNERS INSURANCE

**(LETTER FROM APPLICANT (S) STATING THAT THEY WILL OBTAIN
HOMEOWNERS INSURANCE AND WILL SUPPLY PROOF/COPY OF INSURANCE
AT CLOSING)**

SECTION 12

**INSERT STATEMENT FROM THE
APPLICANT EXPLAINING, IN DETAIL, THE
SOURCE OF FUNDS FOR THE PURCHASE
OF THE APARTMENT.**

**PLEASE PROVIDE DOCUMENTATION TO
SUPPORT STATEMENT**

ACKNOWLEDGMENTS & AUTHORIZATIONS

TABLE OF CONTENTS

Window Guard Questionnaire	>	>	>	Section 13
Move-In/Move-Out Security Deposit Form	>	>	>	Section 14
Carpet Security Deposit	>	>	>	Section 15
Credit/Background Check Authorization	>	>	>	Section 16
Nameplate Request and Key Approval	>	>	>	Section 17
Acknowledgment of House Rules	>	>	>	Section 18
Lead Disclosure Statements	>	>	>	Section 19
Purchaser's Assumption "As Is" Affidavit	>	>	>	Section 20

SECTION 13

WINDOW GUARD QUESTIONNAIRE

LEASE NOTICE TO TENANT

WINDOW GUARDS REQUIRED

You are required by law to have window guards installed in all windows if a child 10 years of age or younger lives in your apartment.

Your landlord is required by law to install window guards in your apartment if you ask him to install window guards at any time (you do not need to give a reason),

OR

If a child 10 years of age or younger lives in your apartment.

It is a violation of law to refuse, interfere with installation, or remove window guards where required.

Check One:

_____ Children 10 years of age or younger live in my apartment

_____ No Children 10 years of age or younger live in my apartment

_____ I want window guards even though I have no children 10 years of age or younger

Tenant: _____

Tenant's Signature: _____ Date: _____

Tenant's Address: _____

Return this form to:

Owner/Manager: John B. Lovett & Associates, Ltd.
109-15 14th Avenue
College Point, New York 11356

For further information call: Window Falls Prevention 212-676-2158

SECTION 14

MOVE IN / MOVE OUT SECURITY DEPOSIT FORM

MOVE-IN/MOVE-OUT AGREEMENT

103-25 68th Avenue Owners, Inc.
c/o
John B. Lovett & Associates, Ltd., Managing Agent
109-15 14th Avenue
College Point, New York 11356
718-445-9500

The undersigned hereby agree to comply with the provisions of the Rules and Regulations of **103-25 68th Avenue Owners, Inc.** in the delivery (Move-In) or the removal (Move-Out) of furniture, furnishings, and personal property from the apartment identified below. In addition, the undersigned agrees to the following policy and procedures established by the Board of Directors:

1. The payment of the following fees at the time of scheduling and in advance of the **Move-In:**
 - a. **By certified check, bank check, or money order, the amount of \$250.00 (Two hundred & Fifty dollars), payable to 103-25 68th Avenue Owners, Inc., as a Non-Refundable move in fee.**
 - b. **By certified check, bank check, or money order, the amount of \$500.00 (Five hundred dollars), payable to 103-25 68th Avenue Owners, Inc., as a Refundable move in security deposit, which shall be refunded after final inspection by the Superintendent that no damage has occurred during the move.**
2. The payment of the following fees at the time of scheduling and in advance of the **Move-Out:**
 - a. **By certified check, bank check, or money order, the amount of \$250.00 (Two hundred & Fifty dollars), payable to 103-25 68th Avenue Owners, Inc., as a Non-Refundable move out fee.**
 - b. **By certified check, bank check, or money order, the amount of \$500.00 (Five Hundred dollars), payable to 103-25 68th Avenue Owners, Inc., as a Refundable move out security deposit, which shall be refunded after final inspection by the Superintendent that no damage has occurred during the move.**
3. **The date of the Move-In or Move-Out from the apartment must be scheduled with the Superintendent's Office 1-2 weeks in advance at the following number: Paul Habet (646) 894-0308. It is understood that the total amount of the Security Deposit shall be forfeited if the resident fails to do the following:**
 - a. Schedule the Move-In or Move-Out of property with the Superintendent's Office (or arranges for the delivery or removal of property from the apartment at other than the time scheduled.
 - b. Have the Approval-Inspection letter Signed by the Superintendent on the scheduled day of Move-In/Move-Out, and return such signed Approval-Inspection

letter to the Management Office at 109-15 14th Avenue, College Point, New York 11356.

- c. **Moving in/out of the building must be done on weekdays ONLY between the hours of 8:30 a.m. and 4:30 p.m. ALL MOVES MUST BE COMPLETED BY 4:00 P.M. NO EXCEPTION WILL BE MADE.**
4. Any carrier engaged for the delivery or removal of property shall be advised to comply with the instructions of the Building Staff assigned for the monitoring and supervision of the Move-In or Move-Out.
 5. **In addition, a Certificate of Insurance from your moving company for Workmen's Compensation and Public Liability Insurance in the amount of \$500,000 property damage and \$500,000/\$1,000,000 bodily injury must be provided to the Managing Agent. The certificate must name 103-25 68th Avenue Owners, Inc., and John B. Lovett & Associates, Ltd. as Additional Insured. Upon submission of this certificate, building superintendent will advise the moving company with proper service entrance for move in/out.**
 6. The undersigned shall be responsible for damages caused in the common elements of the **103-25 68th Avenue Owners, Inc.** during the process of the Move-In or Move-Out.
 7. The cost for repairs and replacements for damages to the common elements caused by and during the Move-In or Move-Out shall be deducted from the amount of the Security Deposit. The amount of the cost for any repairs and replacements resulting from the damages attributed to the Move-In or Move-Out from the apartment shall be the sole determination of the Managing Agent which shall be based upon prevailing costs for similar repairs and replacements.
 8. It is understood that **103-25 68th Avenue Owners, Inc.** shall return to the undersigned the full amount of the Security Deposit or the net amount of the Security Deposit after deducting the amount of the cost of repairs and replacements, if any, within thirty (30) days after the date of determination of the cost thereof. In the event of a Move-Out the refund should be sent to the forwarding address indicated below.
 9. It is further understood that the amount due or payable to the undersigned from the **SECURITY DEPOSIT** may not be assigned to another party.

AGREED:

DATE OF MOVE:_____

Name of Shareholder:_____ Apt. No.:_____

Signature of Shareholder:_____ Date:_____

Name of Purchaser/Subtenant:_____ Date:_____

Signature of Purchaser/Subtenant:_____

Forwarding address for return of **Move-Out Deposit** (Please print name and address clearly.) If the unit is currently vacant and a Move-Out Deposit is not required, please indicate "N/A" below.

Cell Phone Number:

Email address (Print):

SECTION 15

CARPET SECURITY DEPOSIT AGREEMENT

CARPET DEPOSIT AGREEMENT

103-25 68 AVENUE OWNERS, INC.
103-25, 68TH Avenue
FOREST HILLS, NEW YORK 11375

John B. Lovett & Associates, Ltd., Managing Agent
109-15 14th Avenue
College Point, New York 11356
718-445-9500

In order for the Board of Directors to consider the application being submitted by a prospective purchasers and in the event that prospective purchasers are approved by the Board of Directors as purchasers, in further consideration therefore, the undersigned hereby agree to comply with the provisions of the Rules and Regulations of 103-25 68th Avenue Owners, Inc. regarding the carpeting requirements. In addition, the undersigned agrees to the following policy and procedures established by the Board of Directors:

A prospective purchaser of an apartment must pay the following deposit at the time that he or she submits a purchase or application to the Managing Agent:

By certified check, bank, check or money order, the amount of **Five Hundred Dollars (\$500.00)**, payable to 103-25 68th Avenue Owners, Inc. as a Carpet Security Deposit, which shall be refunded to the undersigned, subject to the conditions as hereafter provided.

- 1. Within sixty (60) days of occupancy of the subject apartment, the floors of the subject apartment must be covered with rugs or carpeting or equally effective noise-reducing material with synthetic padding to the extent of at least 80% of the floor area of each room excepting only kitchens, bathrooms, closets and foyers. The purchaser shall be responsible for arranging for an inspection of the subject apartment by the superintendent to confirm compliance.**
2. The full amount of the Security Deposit shall be forfeited for failure to comply with the above within Sixty (60) days of occupancy of the subject apartment. However, an additional sixty (60) days may be requested upon completion of renovations
3. The amount of the Security Deposit, less any deductions, shall be refunded to the undersigned within 30 days' after the Managing Agent's receipt of the Superintendent's Approval-Inspection Letter. The amount due or payable to the undersigned from the security deposit may not be assigned to another party.
4. In the event that the prospective purchaser is not approved by the Board of Directors, the Security Deposit shall be returned in full within thirty (30) days after disapproval.

AGREED:

Name of Purchaser(s): _____

Date: _____

Signature of Purchaser: _____

Apartment _____

Signature of Purchaser: _____

~~~ IMPORTANT INFORMATION ~~~
REVISED HOUSE RULE

Date: March 21, 2016

To: All Residents of The New Yorker

RE: UPDATED FLOOR COVERING REQUIREMENTS

Dear Residents:

As you know, The New Yorker has long had a rule requiring residents to cover at least 80% of the floor area in their apartment. Due to a recent increase in noise complaints, and to ensure the quality of life of all residents in the building, the Board of Directors has decided to add more specificity to the existing rule and has passed the following resolution:

Effective immediately, shareholders of 103-25 68th Avenue Owners Corp. will be required to install rugs or carpeting with either 24-ounce, or greater, synthetic padding, or 6-lb., or greater, re-bond padding covering at least 80% of the floor area of each room in the apartment, including hallways and foyers. Kitchens, bathrooms, and closets are exempt from this rule.

Please note that these rules apply to all residents, not just shareholders.

Residents in occupancy before these new details went into effect are grandfathered in under the old rule which did not have a specific padding weight requirement but did require 80% of the apartment to be covered. If/when a grandfathered resident elects to replace carpeting in any area in their apartment, or if there are noise complaints made as a result of inadequate carpeting/padding, they will be required to comply with the new carpeting rules.

New residents are required to be in compliance with the floor covering requirements within 30 days of their move-in date. Additional time, if requested in writing to John B. Lovett Management, will be considered by Management.

Please note that all noise complaints should be reported in writing to Management. The Board of Directors is not involved in this process at any point.

All noise complaints will be investigated and the apartments in question will be inspected by the Super or by Management. Residents who are determined to not be in compliance with the floor covering requirements will be required to remedy the situation within 30 days or will be subject to a monthly violation charge until the violation is cured. If it is not cured within a sufficient amount of time, as determined by follow-up inspections, further legal action may be taken.

It is imperative for the quiet habitability of surrounding neighbors that all residents ensure that there is proper floor coverage and that every step is taken to minimize noise.

Thank you for your cooperation with respect to the above.

Debra Poverelli
718 -559-0225; email: dpoverelli@lovettrealty.com

SECTION 16

AUTHORIZATION FOR CREDIT & CRIMINAL BACKGROUND CHECKS

CREDIT AGENCY AUTHORIZATION

Authorization for THE LOVETT GROUP to obtain a credit report

In order to comply with the provisions of 15 U. S. C. Section 1681(d) of the Federal Fair Credit Reporting Act, I (we) authorize you to retain CREDIT VIEW, INC. which agency may obtain, prepare and furnish an investigative consumer report including information on my character and general reputation, personal characteristics and mode of living, whichever are applicable, as well as information regarding employment, credit, criminal, and current financial position. If this is an application, I (we) further authorize John B. Lovett & Associates, Ltd., at its discretion, to make a copy of such credit report available to the owner of the unit, which I (we) propose to lease. In addition, within a reasonable period of time, upon written request to John B. Lovett & Associates, Ltd., I (we) may obtain a complete and accurate disclosure of the nature and scope of the investigation requested.

Receipt is acknowledged to the summary of rights enclosed herewith.

PLEASE PRINT CLEARLY

Purchaser/Lessee (Print): _____

Purchaser/Lessee Signature: _____

Social Security #: _____

Address: _____

Purchaser/Lessee (Print): _____

Purchaser/Lessee Signature: _____

Social Security #: _____

Address: _____

Date: _____

BUILDING REFERENCE: 103-25 68th Avenue Owners, Inc /APT# _____

**RELEASE OF INFORMATION AUTHORIZATION
AUTHORIZATION TO OBTAIN A CRIMINAL REPORT**

I hereby authorize any individual, company or institution to release to John B. Lovett & Associates, Ltd., and/or its representative any and all information that they have concerning any criminal activity.

I hereby release the individual, company or institution and all individuals connected therewith from all liability for any damage whatsoever incurred in furnishing such information.

Print Name: _____ Date of Birth _____

Address: _____ Sex: Male ☐ Female ☐

City/State/Zip: _____

Social Security Number: _____

Signature: _____

Print Name: _____ Date of Birth _____

Address: _____ Sex: Male _____ Female _____

City/State/Zip: _____

Social Security Number: _____

Signature: _____

(FOR OFFICE USE ONLY)

TENANT DATA PLEASE RETURN TO:

JOHN B. LOVETT & ASSOCIATES

ATTN: VICTORIA A. BALBUENA

FAX 718 445-9704

BUILDING REFERENCE: 103-25 68th Avenue Owners, Inc. /APT# _____

SECTION 17

NAMEPLATE REQUEST & KEY APPROVAL

NAME PLATE REQUEST & KEY APPROVAL

103-25 68th Avenue Owners, Inc.
c/o
John B. Lovett & Associates, Ltd., Managing Agent
109-15 14th Avenue
College Point, New York 11356
718-445-9500

Please complete the information requested on the form and acknowledge that you will supply the superintendent with a set of keys upon moving into your apartment.

Apt. No.: _____

Name on Mailbox: _____

Name on Directory: _____

I (we) acknowledge that a set of keys to the apartment must be given to the superintendent upon moving in.

Signature: _____

Date: _____

SECTION 18

ACKNOWLEDGMENT OF HOUSE RULES

ACKNOWLEDGMENT OF HOUSE RULES

John B. Lovett & Associates, Ltd.

109-15 14th Avenue
College Point, New York 11356
718-445-9500

103-25 68th Avenue Owners, Inc.

103-25 68th Avenue
Forest Hills, NY 11375

By signing below, I (we) acknowledge receipt of the 103-25 68th Avenue Owners, Inc. House Rules and will adhere to ALL Rules and Regulations of this building.

Additionally, I have read and understand the carpet/padding requirements, as per this revised rule, dated March 21, 2016.

Apt. No.: _____

Name of Purchaser(s): _____

Signature of Purchaser(s): _____

Date: _____

SECTION 19

LEAD DISCLOSURE STATEMENTS

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead Poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

- _____ a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
() Known lead-based paint and/or lead-based hazards are being present in the housing (explain): _____

() Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- _____ b) Records and reports available to the seller (check one below):
() Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

Purchaser's Acknowledgments (initial)

- _____ c) Purchaser has received copies of all information listed above.
- _____ d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- _____ e) Purchaser has (check one below):
() Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards;
or
_____ () Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- _____ (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Seller: _____ Date: _____ Seller: _____ Date: _____

Agent: _____ Date: _____ Agent: _____ Date: _____

Purchaser: _____ Date: _____ Purchaser: _____ Date: _____

SECTION 20

PURCHASER'S ASSUMPTION OF "AS IS" CONDITIONS AFFIDAVIT

PURCHASER'S ASSUMPTION OF "AS IS" CONDITIONS AFFIDAVIT

Transferor: _____
Transferee: _____
Address: _____, _____
Unit _____ (the "Premises")
Date: _____, 20____

I/We acknowledge and represent and warrant that I/we have inspected the Premises and am/are taking possession of the ***Premises AS IS***.

I/we acknowledge that it is my/our obligation to insure that the Premise is in good condition and that it complies with the Rules and Regulations of the Cooperative. In no event shall the Cooperative or John B. Lovett & Associates, Ltd., the Management Company, be responsible to the Purchaser (s) or to any other party for any condition in or caused by the Premises other than obligations of the Cooperative which are specifically set forth in the Proprietary Lease.

I/we understand that the Cooperative or Management has not inspected the Premises and that any alterations which may have been made to the Premises by the Transferor, or prior owners of the Premises, including alterations not made in conformity with the Cooperative's Proprietary Lease, house rules, or local building codes are the sole responsibility of the Purchaser(s). The Cooperative makes no representation that any alterations to the Premises is, or was, approved by the Cooperative.

I/we agree that, in the event that there are or were any illegal or improper alterations to the Premises, or if there are repairs otherwise needed to the Premises necessitated by the conduct of the Transferor or former owners of the Premises, the correction of and the cost of such correction(s) and/or repair(s) shall be borne solely by the Purchaser.

[If applicable] I/we have been provided with copies of the annexed alteration agreements provided by the Transferor or former owners of the Premises to the Cooperative to perform alterations to the Premises (the "Alteration Agreement"). In order to induce the Corporation to consent to, and register on the records of the Corporation, the transfer of the Shares and Lease to the Premises to the undersigned, for good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Seller hereby assigns and the Buyer ASSUMES AND AGREES TO PERFORM AND OBSERVE all the terms, covenants and conditions of the Alteration Agreement as if they were a signatory thereto. Henceforth, the term "Shareholder" as used in the Alteration Agreement shall mean the undersigned with the same force and effect as though the undersigned had been the original Shareholder thereunder. Any breach of this Assumption of the Alteration Agreement or of the Alteration Agreement shall constitute a breach of the Lease appurtenant to the Apartment. This Assumption of Alteration Agreement shall be binding on, and enforceable against, the undersigned and the undersigned's estate, heirs, executors, administrators, personal representatives, successors and assigns.

Seller

Buyer

Seller

Buyer

Notarizations on next page

State of New York } **ss**
County of }

On this ____ day of _____, 20____, before me personally came _____,
to me known and known to me to be the individual described in and who executed the foregoing
instrument, and duly acknowledged to me that she/he executed the same.

Notary Public

State of New York } **ss**
County of }

On this ____ day of _____, 20____, before me personally came _____,
to me known and known to me to be the individual described in and who executed the foregoing
instrument, and duly acknowledged to me that she/he executed the same.

Notary Public

**LAST
PAGE
OF THIS
DOCUMENT**