

**67-40 Yellowstone Blvd. Owners Corp.**  
**67-40 Yellowstone Blvd. Forest Hills, NY 11375**

**PROCEDURE FOR RESALE OF APARTMENTS**

The Board of Directors of 67-40 Yellowstone Blvd. Owners Corp. has established policies and procedures for the consideration and approval of the resale of apartments in this Cooperative.

**Your completed package should be sent to:**

**John B. Lovett & Associates, Ltd.,  
c/o Victoria Balbuena  
109-15 14th Avenue  
College Point, New York 11356**

*If you have any questions, please feel free to contact Victoria at Direct #: (718) 559-0228 or Email: vbalbuena@lovettrealty.com.*

Purchaser must submit: **ONE (1) ORIGINAL** collated set of the “Purchase Application Package” with following fees in **Certified check or Money order ONLY**.

**THE FOLLOWING FEES ARE PAYABLE UPON SUBMISSION OF THE APPLICATION.**

- 1. Non-Refundable Processing Fee** in the amount of **\$350.00** made payable to **John B. Lovett & Associates, Ltd.**
- 2. Non-Refundable Credit Report Fee** in the amount of **\$75.00 PER APPLICANT**, made payable **John B. Lovett & Associates, Ltd.**
- 3. Refundable Move-in Deposit** from the Applicant in the amount of **\$500.00** must be submitted with the application. Please make check payable to **67-40 Yellowstone Blvd. Owners Corp.**
- 4. Refundable Move-out Deposit** from the Shareholder in the amount of **\$500.00** must be submitted with the application. Please make check payable to **67-40 Yellowstone Blvd. Owners Corp.**

**PLEASE NOTE THE FOLLOWING**

- **FINANCING WILL BE PERMITTED UP TO 80% OF THE PURCHASE PRICE**
- **PROCESSING OF YOUR APPLICATION MAY TAKE UP TO 3-4 WEEKS.**
  - All applications are date stamped and processed in the order in which received.
    - There is an expedite service available should the parties wish to use the service (see memo for further details).
- **INCOMPLETE PACKAGES WILL BE RETURNED TO SENDER**
- **ALL PAYMENTS MUST BE IN THE FORM OF MONEY ORDER OR BANK CERTIFIED CHECKS.**
- **PETS ARE ALLOWED WITH WRITTEN PERMISSION (See Pet Rider)**



*John B. Lovett & Associates, Ltd.*

REAL ESTATE MANAGEMENT

## **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 in the application is the only form that requires your Social Security number. ONLY send one (1) Credit Agency Authorization Form to our office with your original application - do not make or send additional copies of the Credit Agency Authorization Form. The Credit Agency Authorization Form containing your Social Security number will be shredded in our office as soon as we submit the information to the Credit Agency and obtain your credit report.**

If you have any questions please contact the Management Office.

## EXPEDITE AUTHORIZATION FORM

- 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 (business) 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. (certified check or money order only).
- Please note that the expedite fee is only to have the application processed by our office within 72 (business) hours of receipt.
- It does not expedite the board's review, nor does it guarantee that the application will be approved.
  
- The memo must be completed and sent with the submission if this option is selected.

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

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***Brokers: replace your purchase and lease applications every three (3) months to make sure you have a current one. Submission of old packages will cause delays in the processing. Call our office and updated packages could be e mailed to you.***

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

**MOST REQUESTED ITEMS 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:

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

**ALL PAYMENTS, FORMS AND/OR REQUESTS SHOULD BE SENT TO:  
JOHN B. LOVETT & ASSOCIATES, LTD.  
109-15, 14<sup>TH</sup> AVENUE  
COLLEGE POINT, NY 11356**

## **PURCHASE APPLICATION**

**John B. Lovett & Associates, Ltd.  
109-15 14<sup>th</sup> Avenue  
College Point, New York 11356  
718-445-9500**

## Purchase Application

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# **SECTION I**

## **CO OPERATIVE PURCHASE APPLICATION**

## COOPERATIVE PURCHASE APPLICATION

Purchaser: \_\_\_\_\_

Purchaser: \_\_\_\_\_

Purchaser's Attorney: \_\_\_\_\_ Telephone: \_\_\_\_\_

Attorney's Firm and Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Apartment No.: \_\_\_\_\_

Number of Shares: \_\_\_\_\_

Monthly Maintenance: \_\_\_\_\_

Purchase Price: \_\_\_\_\_

Name on Stock Certificate and other documents: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Financing: \_\_\_\_\_ No \_\_\_\_\_ Yes Amount: \_\_\_\_\_

Bank: \_\_\_\_\_

\_\_\_\_\_

Real Estate Broker: \_\_\_\_\_

Company: \_\_\_\_\_

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

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:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Length of Occupancy:\_\_\_\_\_

Telephone:\_\_\_\_\_

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:

\_\_\_\_\_

INFORMATION REGARDING PURCHASER(S)

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: \_\_\_\_\_  
Account Number: \_\_\_\_\_
- b. Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Type of Account: \_\_\_\_\_  
Account Number: \_\_\_\_\_
- c. Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Type of Account: \_\_\_\_\_  
Account Number: \_\_\_\_\_
- d. Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Type of Account: \_\_\_\_\_  
Account Number: \_\_\_\_\_
- e. Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Type of Account: \_\_\_\_\_  
Account Number: \_\_\_\_\_
- f. Certified Public Accountant, if any: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_
- g. For information regarding source(s) of income, contact: \_\_\_\_\_

INFORMATION REGARDING PURCHASER(S)

BUSINESS PROFESSIONAL REFERENCES:

1. Name & Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Name & Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. 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**

### **AUTHORIZATION FOR CREDIT AGENCY**

## **CREDIT AGENCY AUTHORIZATION**

### **AUTHORIZATION FOR JOHN B. LOVETT 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 JOHN B. LOVETT & ASSOCIATES 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 and current financial position. If this is a lease 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.

Purchaser/Lessee (Print): \_\_\_\_\_

Purchaser/Lessee Signature: \_\_\_\_\_

**Social Security #:** \_\_\_\_\_

Address \_\_\_\_\_

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Purchaser/Lessee (Print): \_\_\_\_\_

Purchaser/Lessee Signature: \_\_\_\_\_

**Social Security #:** \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

## **SECTION 3**

### **FINANCIAL CONDITION (NET WORTH) (see also Sect. 11)**



## STATEMENT OF FINANCIAL CONDITION

Page 1 of 3

Please note that all information listed here should have documentation

Name: \_\_\_\_\_

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

For the purpose of procuring credit from the above named company, or its assigns, the following is submitted as being a true and accurate statement of the financial condition of the undersigned on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

### ASSETS

Cash in Banks: \_\_\_\_\_

Savings & Loan Shares: \_\_\_\_\_

Earnest Money Deposited: \_\_\_\_\_

Investments: Stocks & Bonds: \_\_\_\_\_  
(see schedule)

Investment in own Business: \_\_\_\_\_

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: \_\_\_\_\_

Automobile: \_\_\_\_\_

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

Base Salary: \_\_\_\_\_

S/E Income: \_\_\_\_\_

Bonus & Commissions: \_\_\_\_\_

Dividends & Interest Income: \_\_\_\_\_

Real Estate Income (Net): \_\_\_\_\_

Spouse Income (specify): \_\_\_\_\_

Other Income – itemize: \_\_\_\_\_

\_\_\_\_\_

**Total Annual Income:** \_\_\_\_\_

CONTINGENT LIABILITIESGENERAL INFORMATION

As Endorser or Co-maker on Notes: \_\_\_\_\_ Personal Bank Accounts carried at: \_\_\_\_\_  
 Alimony Payments (Annual): \_\_\_\_\_  
 Are you a defendant in any legal action?: \_\_\_\_\_ Savings & Loan Account at: \_\_\_\_\_  
 Are there any unsatisfied judgments?: \_\_\_\_\_  
 Have you ever taken bankruptcy?: \_\_\_\_\_ Purpose of Loan: \_\_\_\_\_  
 Explain: \_\_\_\_\_  
 \_\_\_\_\_

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 &amp; 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 4**

**INSERT  
CONTRACT OF SALE  
HERE**

**Building requires minimum 20% down  
payment**

**IF BUYING OR SELLING OTHER REAL  
ESTATE, PLEASE PROVIDE A COPY OF  
THE CONTRACT OF SALE.**

## **SECTION 5**

**INSERT LOAN APPLICATION  
INSERT COMMITMENT LETTER  
& OTHER  
FINANCING INFORMATION  
HERE**

## **SECTION 6**

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

**PLEASE PROVIDE DOCUMENTATION TO  
SUPPORT STATEMENT IF NOT  
INCLUDED IN SECTION 12.**

## **SECTION 7**

**INSERT LAST TWO (2) YEARS OF  
FEDERAL TAX RETURNS WITH W-2  
FORMS HERE**

## **SECTION 8**

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



## **SECTION 9**

**INSERT LIST OF ANY  
PERSONAL LOANS  
HERE**

## **SECTION 10**

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

## **SECTION 11**

**INSERT**

**THREE PERSONAL REFERENCE LETTERS  
AND  
THREE BUSINESS REFERENCE LETTERS**

## **SECTION 12**

**INSERT  
SUBSTANTIATING DOCUMENTATION  
SUCH AS, BANK STATEMENT, IRA, CD,  
SAVINGS, AND ANY OTHER  
ASSETS  
{LAST 3 MONTH'S OF EACH  
STATEMENT (complete copies should be  
provided)...WHERE APPLICABLE}**

# **INSERT APPRAISAL REPORT**

## **ACKNOWLEDGMENTS & AUTHORIZATIONS**

**John B. Lovett & Associates, Ltd.  
109-15 14<sup>th</sup> Avenue  
College Point, New York 11356  
718-445-9500**

## Acknowledgments/Authorizations

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# **SECTION 1**

## **PET RIDER**

### **PET RIDER TO PURCHASE APPLICATION**



67-40 Yellowstone Blvd. Owners Corp.  
John B. Lovett & Associates, Ltd., Managing Agent  
109-15 14<sup>th</sup> Avenue  
College Point, New York 11356  
718-445-9500

I (we) acknowledge herewith my (our) understanding of the House Rules that pets are permitted in residence at 67-40 Yellowstone Blvd. Owners Corp with following conditions

1. Board approval required
2. Weight must not exceed 40 pounds at maturity

I (we) further acknowledge that I (we) do not have a pet and will not harbor a pet in any part of 67-40 Yellowstone Blvd. Owners Corp., for any period of time until the above conditions have been met.

I (we) understand and agree that if I (we) violate this provision of the House Rules, I (we) will be subject to legal sanctions and further understand and agree that I (we) will be responsible for any and all legal costs incurred by the Cooperative during the enforcement of this rule.

---

Applicant's Signature

---

Date

---

Applicant's Name – Print

---

Co- Applicant's Signature

---

Date

---

Co-Applicant's Name – Print

## **SECTION 2**

### **MOVE IN / MOVE OUT SECURITY DEPOSIT FORM**

## **MOVE-IN / MOVE-OUT AGREEMENT**

**67-40 Yellowstone Blvd. Owners Corp.**  
John B. Lovett & Associates, Ltd., Managing Agent  
109-15 14<sup>th</sup> Avenue  
College Point, New York 11356  
718-445-9500

The undersigned hereby agree to comply with the provisions of the Rules and Regulations of **67-40 Yellowstone Blvd. Owners Corp.** in the delivery (Move-In) or the removal (Move-Out) of furniture, furnishings, appliances, 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. For a **Move-In**: A prospective purchaser or subtenant of an apartment must pay the following fee:
  - a. The amount of **Five Hundred Dollar (\$500.00)**, payable to **67-40 Yellowstone Blvd. Owners Corp.** as a Security Deposit/Carpet Deposit, which shall be refunded to the under signed, subject to the condition as hereafter provided.
2. For a **Move-Out**: A shareholder who is the prospective seller or sublessor of an apartment must pay the following fee
  - a. The amount of **Five Hundred Dollars (\$500.00)**, payable to **67-40 Yellowstone Blvd. Owners Corp.**, 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 to, or Move-Out from, the apartment **must** be scheduled with the Superintendent one week in advance. **Moving in or out of the building are scheduled Monday - Saturday ONLY between the hours of 9:00 a.m. and 5:00 p.m.**
4. **ALL MOVES MUST BE COMPLETED BY 5:00 P.M. NO EXCEPTIONS WILL BE MADE. IF A MOVE IS NOT COMPLETED BY 5:00 P.M. THERE WILL BE A \$150.00 FINE.**
5. The full amount of the Security Deposit shall be forfeited if a party moving in or out in addition to a \$150.00 fine for violation of the following:
  - a. Fails to schedule the Move-In or Move-Out of property with the Superintendent's Office;
  - b. Arranges for the delivery or removal of property from the apartment at other than at the time scheduled; or
  - c. Fails to have the Approval-Inspection letter signed by the Superintendent on the scheduled day of Move-In/Move-Out, or fails to return such signed Approval-Inspection letter to the Management Office at 109-15 14<sup>th</sup> Avenue, College Point, New York 11356.

6. Any carrier engaged for the delivery or removal of property must be advised to comply with the instructions of the Building Staff who are monitoring and supervising the Move-In or Move-Out.
7. The undersigned shall be responsible for damages caused to the common areas of **67-40 Yellowstone Blvd. Owners Corp.** during the Move-In or Move-Out.
8. **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 67-40 Yellowstone Blvd. Owners Corp. and John B. Lovett & Associates, Ltd. as Additional Insured.**
9. The cost for repairs and replacements for damages to the common areas (including all items therein) 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 at the sole and final determination of the Managing Agent. That amount shall be based upon prevailing costs for similar repairs and replacements, or upon an estimate of the loss in function or appearance of the common area, in instances where a repair or replacement is not practical. The undersigned shall be fully liable as well for any damages that exceed the amount of the Security Deposit, and promises to pay to **67-40 Yellowstone Blvd. Owners Corp.** any such additional amount.
10. 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.

AGREED:

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):

\_\_\_\_\_

# **SECTION 3**

## **NAMEPLATE REQUEST & KEY APPROVAL**

NAME PLATE REQUEST & KEY APPROVAL

**67-40 Yellowstone Blvd. Owners Corp.**

John B. Lovett & Associates, Ltd.  
109-15 14<sup>th</sup> 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 4**

### **ACKNOWLEDGMENT OF HOUSE RULES**

ACKNOWLEDGMENT OF HOUSE RULES

John B. Lovett & Associates, Ltd.  
109-15 14<sup>th</sup> Avenue  
College Point, New York 11356  
718-445-9500

**67-40 Yellowstone Blvd. Owners Corp.**  
67-40 Yellowstone Blvd.  
Forest Hills, New York 11375

By signing below, I (we) acknowledge receipt of the **67-40 Yellowstone Blvd. Owners Corp.** House Rules and will abide by them.

Apt. No.: \_\_\_\_\_

Name of Purchaser(s): \_\_\_\_\_

\_\_\_\_\_

Signature of Purchaser(s): \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_



## **SECTION 5**

# **WINDOW GUARD QUESTIONNAIRE**

WINDOW GUARD QUESTIONNAIRE

**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 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

Purchaser: \_\_\_\_\_

Purchaser's  
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Purchaser's Address: \_\_\_\_\_

\_\_\_\_\_

**Return this form to:**

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

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

## **SECTION 6**

### **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 be 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: \_\_\_\_\_

*67-40 Yellowstone Boulevard Owners Corporation  
a/k/a – The Buchanan  
67-40 Yellowstone Boulevard  
Forest Hills, NY 11375*

## *HOUSE ★ RULES*

*Dear Shareholder:*

*The Board of Directors request that you carefully examine the contents of  
the attached document.*

*It is extremely important to the quality of life in this building that you are  
aware of the House Rules and Administrative Charges associated with any  
infractions.*

*We ask that you always refer to this document before making any decisions.*

*If you have any questions, please call J.B. Lovett & Associates at (718) 445-  
9500*

*Or*

*Contact the Board of Directors*

*Thanking you in advance*

*THE BOARD OF DIRECTORS*

# HOUSE \* RULES

*67-40 Yellowstone Boulevard Owners Corporation*

*a/k/a – The Buchanan*

*67-40 Yellowstone Boulevard*

*Forest Hills, NY 11375*

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## **VIOLATION OF THE FOLLOWING RULES ARE SUBJECT TO ADMINISTRATIVE CHARGES**

### **COMMUNICATION:**

1. Complaints regarding the service of the building must be made in writing to the Managing Agent and to the Board of Directors.
2. Any and all Shareholder issues shall be made in writing to the Managing Agent and to the Board of Directors.
3. No Subleasing may occur without first obtaining all appropriate fees, as noted in the 67-40 Yellowstone Owners Corp., Sublease Application and approval from the Board of Directors.
4. Any and all Sublease issues and or complaints shall be communicated and made in writing to the Shareholder/Landlord only; the information must be submitted from the Shareholder and will be reviewed by the Board of Directors and or Managing Agent.
5. The Board of Directors will have the final say in any type of exceptions to these rules or any type of matter which this document does not specify.
6. These House Rules may be amended by resolution of the Board of Directors.
7. No Shareholder/Resident shall send any employee of 67-40 Yellowstone Owners Corp. a/k/a "The Buchanan" out of the building on any private business of a Shareholder/Resident while they are on duty.
8. The Board of Directors will assess a minimum Administrative Charge of \$250.00 for any violation of the abovementioned rules.

### **INTERIOR & COMMON AREAS:**

1. The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartment in the building, and the fire escapes shall not be obstructed in anyway.
2. Children shall not play in the public halls, courts, stairways, fire towers or elevators and shall not be permitted on the roof unless accompanied by a responsible adult.
3. No public hall including the ground floor of the building shall be decorated or furnished by any Shareholder/Resident in any manner without the prior consent of the Board of Directors and Managing Agent to whose apartments such hall serves as a means of ingress and egress.
4. No tricycles, bicycles, scooters or similar vehicles and baby carriages shall be allowed to stand in public halls, passageways, and rears or courts of the building.
5. No washer/dryers are permitted in apartments without consent of Board of Directors and/or Managing Agent. **(See: Alterations)**
6. Unless expressly authorized by the Board of Directors in each case, the floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms, closets and foyers.
7. The Shareholder/Resident shall use the available laundry facilities only upon such days and during such hours (as may be designed by the Board of Directors and/or Managing Agent).
8. The Board of Directors and/or the Managing Agent shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
9. The agents and contractor or workman authorized by the Board of Directors and/or Managing Agent may enter apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any such vermin insects or other pests. If the Board of Directors and/or Managing Agent take measures to control or exterminate carpet beetles, the cost thereof shall be payable by the Shareholder/Resident as additional cost or rent.
10. No group tour or exhibition of any apartment or its contents shall be conducted nor shall any auction sale be held in any apartment without the consent of the Board of Directors and/or Managing Agent.

11. No patient of any doctor who has offices in the building shall be permitted to wait in the lobby.
12. **There shall be no smoking in any public areas of the building.**
13. The Board of Directors will assess a minimum Administrative Charge of \$250.00 for any violation of the abovementioned rules.

**EXTERIOR AREAS:**

1. No awnings, window air-conditioning units or ventilators shall be used in or about the building except (without installation from the Superintendent and has been inspected by the Superintendent and approved by the Board and/or Managing Agent, nor shall anything be projected out of any window of the building without similar approval.
2. No radio, television antenna or satellite dishes shall be attached to or hung from the exterior of the building.
3. No article(s) shall be placed in the halls or on the staircase landings or fire escapes nor shall anything be hung **from** or **placed outside** the doors, windows, terrace or balconies or placed upon the window sills of the building.
4. No awnings, sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building
5. The Shareholder/Resident shall keep the windows of the apartment clean. In case of refusal or neglect of the Shareholder/Resident following (10) day notice in writing from the Board of Directors and/or Managing Agent or the managing agent, the Board of Directors and/or Managing Agent shall have the right to arrange for cleaning and to enter the apartment for this purpose and to charge the cost of such cleaning to the Shareholder/Resident.
6. No Shareholder/Resident shall install any plantings on the terrace, balcony or roof without the prior written approval of the Board of Directors and/or Managing Agent. Plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace, balcony or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet wall flashing, with a floor of drainage tiles and suitable weep holes at the sides to drawing off water. **Light weight soils are to be used where weight is a factor.** It shall be the responsibility of the Shareholder/Resident to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.
7. Messenger and trades people shall use such means of ingress and egress as shall be designated by Board of Directors and/or Managing Agent.



8. Trunks, heavy baggage, furniture and appliance deliveries shall be taken in or out of the building through the side entrances.
9. The Board of Directors will assess a minimum Administrative Charge of \$250.00 for any violation of the abovementioned rules.

**GARBAGE & REFUSE:**

1. Garbage and refuse from the apartments shall be disposed of in such manner as prescribed by the Managing Agent of the building in order to be in compliance with all City and State Statutes.
2. Compactor rooms and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed. Sweepings, rubbish, rags or any other article shall not be thrown into the compactor rooms. The (Shareholder/Resident) whose apartment it was caused shall pay the cost of repairing any damage resulting in misuse of any compactor rooms or other apparatus.
3. The following rules shall be observed with respect to refuse disposal:
  - a. All wet debris is to be securely wrapped or bagged in small package size to fit easily into the compactor chute opening.
  - b. All debris should be completely drip-free before it leaves the apartment and carried to the garbage room in a careful manner in a drip-proof container before dropping in the flue for disposal.
  - c. No bottles or cans shall be dropped down the compactor chute. These items should be rinsed clean and placed in the special recycling container located in each garbage room for disposal by building staff. Newspapers and magazines should be secured with string or bagged and placed neatly on the compactor room floor.
  - d. Large cartons, boxes, crates, sticks of wood or other solid matter shall be brought to the basement, outside of the room across from the elevator on the 67<sup>th</sup> Road. side of the building. Small items of this nature may be left in a neat manner on the compactor room floor. This does not include milk cartons, cookie boxes, cereal boxes or cake boxes.
  - e. Under no circumstances should carpet sweeping containing naphthalene, camphor balls or flakes, floor scrapping, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans or any other inflammable, explosive, highly combustible or noxious substances or lighted cigarettes or cigar stubs be thrown into the chute.

- f. Vacuum cleaner bags must never be emptied into the flue. Such dust, dirt, etc., should be wrapped in a securely tied bag or package and be placed through hopper door panel into flue.
  - g. The staff shall be notified of any dripping, or moist refuse appearing on garbage room floor and corridors.
  - h. All recycling rules shall be followed as directed by Management in order to be in compliance with all City and State Statutes; any City or State Fines will be passed on to the Shareholders.
- 4. The Board of Directors will assess a minimum Administrative Charge of \$250.00 for any violation of the abovementioned rules.

**MOVING:**

- 1. Moving days are restricted to Monday through Saturday from 9:00 a.m. to 5:00 p.m. not including legal holidays. Arrangements must be made with the Superintendent at least five (5) days in advance.
- 2. The Managing Agent must be advised at least five (5) days in advance.
- 3. A \$500 potentially refundable Move-in/Move-out deposit is required. This deposit must be in the form of certified check or bank check payable to the 67-40 Yellowstone Blvd Owners Corp. at closing of both the party moving in and the party moving out, to indemnify the Corporation for any loss or damage sustained by the Corporation or its property during the move.
- 4. The Board of Directors will assess a minimum Administrative Charge of \$250 to be taken from the Move-in/Move-out deposit if the move takes place at an unauthorized time.
- 5. The Board of Directors will assess a maximum Administrative Charge of \$500 to be taken from the Move-in/Move-out deposit for any damage that occurs during the move.
- 6. The elevator must be padded to protect the interior and the carpeted area leading to the apartment must be covered.
- 7. **The Superintendent is required to safeguard all entrances during a Move-in/Move-out. Refer to the damage deposit/moving fee agreement.**
- 8. The Board of Directors will assess a minimum Administrative Charge of \$250.00 for any violation of the abovementioned rules.

LEGAL HOLIDAYS:

1. There will be no moving, renovating or deliveries of large pieces of furniture permitted on the following legal holidays:
  - a. New Years Day
  - b. Labor Day
  - c. Independence Day (July 4<sup>th</sup> )
  - d. Memorial Day
  - e. Rosh Hashanah
  - f. Thanksgiving Day
  - g. Christmas Day
2. The Board of Directors will assess a minimum Administrative Charge of \$250.00 for any violation of the abovementioned rules.

### **ALTERATIONS/MODIFICATIONS:**

1. All plans for intended work must be submitted in writing to the Managing Agent and Board of Directors for approval. Alterations are defined as heavy construction including removal or replacing walls, floorboards, cabinets and bathroom tubs.
2. No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 9:00 a.m. to 5:00 p.m.
3. All tradesmen must provide insurance naming 67-40 Yellowstone Blvd. Owners Corp. and the Management Company as additional insured and loss payee.
4. Shareholders and their contractors are solely responsible for the removal of any refuse stemming from the alteration.
5. A \$500 potentially refundable deposit is required to cover any damage that may occur to the cooperative property as a result of the alteration. This deposit must be in the form of a certified or bank check payable to 67-40 Yellowstone Blvd. Owners Corp.
6. The Board of Directors will assess a minimum Administrative Charge of \$250.00 for any violation of the abovementioned rules.

### **PETS & ANIMALS:**

1. No dogs or exotic animal shall be kept or harbored in the building unless the same in each instance have been expressly permitted in writing by the Board of Directors and/or Managing Agent; such permission shall be revocable by the (Superintendent, Board of Directors or Managing Agent).
2. In no event shall dogs be permitted on elevators or in any of the public portions of the building unless carried or on a leash.
3. No pigeons or other birds or animals shall be fed from the window sills, terraces, and balconies or in the yard, court spaces or public portions of the building, or on the sidewalks or streets adjacent to the building.
4. **The Board of Directors will assess a minimum Administrative Charge of \$250.00 for any violation of the abovementioned rules.**

**NOISE & CLAMOR:**

1. No Shareholder/Resident shall make or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Shareholders/Residents. No Shareholder/Residents shall play any musical instrument(s) or permit to be operated; a stereo, CD player, radio or television loud speaker between the hours of 11:00 p.m. through 8:00 a.m. if the same shall disturb or annoy other occupant of the building.
2. **The Board of Directors will assess a minimum Administrative Charges of \$250.00 for any violation of the abovementioned rules.**

**GARAGE/PARKING:**

1. No vehicle belonging to a Shareholders/Residents or to a member of the family or guest subtenant or employee of the Shareholders/Residents shall be parked in such manner as to impede or prevent ready access to any entrance of the building by another vehicle.
2. In regards to the garage in the building, the Shareholder/Resident will abide by all arrangements made by the Board of Directors and/or Managing Agent.
3. All Shareholders/Residents must register their vehicles with the Board of Directors and Managing Agent with a copy of a driver's license, registration and a fully executed Parking Agreement.
4. Two (2) late or non payments within any twelve month period will result in the revocation of Shareholder's parking space as per your Parking Agreement.
5. PARKING AGREEMENT TO FOLLOW UNDER SEPARATE COVER.
6. **The Board of Directors will assess a minimum Administrative Charge of \$250.00 for any violation of the abovementioned rules.**



# HOUSE ★ RULES

*Dear Shareholder:*

*The Board of Directors request that you carefully examine the contents of the attached document.*

*It is extremely important to the quality of life in this building that you are aware of the House Rules and Administrative Charges associated with any infractions.*

*We ask that you always refer to this document before making any decisions.*

*If you have any questions, please call J.B. Lovett & Associates at (718) 445-9500*

$$Or$$

*Contact the Board of Directors*

**RETURN THIS PAGE TO THE SUPERINTENDENT BY**  
**DATE: \_\_\_\_\_**  
**ADMINISTRATIVE CHARGES WILL BE APPLIED TO YOUR**  
**ACCOUNT**

*Thanking You In Advance,*  
**THE BOARD OF DIRECTORS**

I have reviewed and agree to fully abide by the House Rules of 67-40 Yellowstone Owners Corporation. I understand that any infractions on my behalf will result in Administrative Charges as expressed in these House Rules.

Name: \_\_\_\_\_

**(PRINT)**

(SIGNATURE)

(APT #)

(DATE)

REAL ESTATE INSURANCE  
ALEXANDER WOLF & COMPANY, INC.  
(212) 285-3939 (516) 349-0540 MAIN FAX (516) 349-7751  
LEGAL DEPARTMENT FAX (516) 719-0096  
**www.alexanderwolf.com**

245 EAST 35TH STREET  
NEW YORK, NY. 10016-4283

Address All Communication To:  
Long Island Office  
One Dupont Street  
Plainview, NY 11803

To The Shareholders of  
67-40 Yellowstone Blvd. Owners Corp.

Dear Shareholders:

At a recent Board meeting, the Directors adopted a resolution to amend the House Rules to provide for a monetary fine for certain House Rules violations. Your board considers these issues to be very important as it impacts the quality of life in and around the property. Effective

immediately a fine of \$150.00 will be imposed for certain activity/violations that remain uncured for 10 days after being notified by building management. as follows:

- Defacing of property in and around the building
- Bicycles, strollers or other personal property left in the hallway
- Smoking in the hallway and other public areas
- Feeding birds, squirrels, etc on building property

It is suggested that this resolution be incorporated into your set of the House Rules for quick reference. Under the terms of your Proprietary Lease a fine is considered as additional maintenance due the cooperative.

Sincerely,  
Eric J. Lash RPA  
Director of Management



**SECTION 7**

**ASSUMPTION OF ALTERATION**

**“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**