

# SEMINOLE OWNERS, CORP.

72-61, 113<sup>TH</sup> STREET (MEADOW LAKE APARTMENTS)  
72-81, 113<sup>TH</sup> STREET (WILLOW GLEN APARTMENTS)  
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 Seminole Owners, Corp.

**Purchaser must submit one (1) ONE original** correlated copy set of "Purchase Application Package" with following fees in **certified check or money order ONLY**:

1. **\$350.00 Non-refundable Processing Fee**, payable to **John B. Lovett & Associates**
2. **\$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 for the criminal background check.**
3. **\$75.00 per person, Non-refundable Credit Report fee**, payable to **John B. Lovett & Associates, Ltd.**
4. **\$500.00 Refundable Move-In Deposit**, payable to **Seminole Owners Corp. (Paid by the Purchaser)**
5. **\$250.00 Non-Refundable Move-In Fee**, payable to **Seminole Owners Corp. (Paid by the Purchaser)**
6. **\$500.00 Refundable Move-Out Deposit**, payable to **Seminole Owners Corp. (Paid by the Seller)**
7. **\$250.00 Non-Refundable Move-out Fee**, payable to **Seminole Owners Corp. (Paid by the Seller)**

**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.

## Your completed package must be sent to:

John B. Lovett & Associates, Ltd.  
109-15 14<sup>th</sup> Avenue  
College Point, New York 11356  
Attention: Donna Achaia  
Phone (718) 559-0264/Email: [donna@lovettrealty.com](mailto:donna@lovettrealty.com)

### Expedite Option

**\*\*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.\*\***

### PLEASE NOTE THE FOLLOWING IMPORTANT INFORMATION:

- **Flip Tax Policy:** Original purchase minus Current purchase price minus seller attorney legal fee minus seller broker commission =net profit X 6%.
- **Pet Policy:** No pets allowed
- **Maximum Financing** will be permitted up to 80% of the purchase price(down payment cannot be lower than 20% of purchase price)
- **Debt to Income Ratio:** cannot exceed 28% (see attached explanation)
- **Interview:** All applicants/occupants age 18 and over must be present at the Board interview
- **Insurance:** New residents are required to obtain liability and property insurance with fire and water damage coverage equal to the value of the entire contents of the apartment; the policy must specifically insure a cooperative apartment (not a rental apartment)
- **Fees:** all fees must be submitted in the form of money order or certified check
- **Applications:** all incomplete applications will be returned to sender. Do not bind or staple applications together. Binder clip or rubber band is required
- **Processing Time Frame:** processing of your application takes approximately 3-4 weeks
- **Bank Documentation:** must show the purchaser (s) has balance to cover at least (1) one year maintenance AND mortgage.
- **Move in/out:** Both seller and purchaser must adhere to the co-op's policy regarding moving in and out. 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. Moves are allowed Monday-Friday 8:30 am to 4:30 pm.

- **Property of Application:** the original application and all submitted documents become the property of the cooperative/condo 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
- **Power of Attorneys:** if the seller or buyer are being represented by a POA (power of attorney representative), please make sure to include a copy of the POA within the submission along with a full force affidavit if the POA was issued over 12 months ago (please contact your attorney for further details).
- **Estate Sales:** SELLERS MUST provide copies of death certificate and Letter of Testamentary indicating that they are the Executor of apartment and is authorized to sell the unit.
- **Additional Information:** If this application is accepted, the applicant will NOT, without the prior written consent of the Board:
  - Pledge or create a security interest in the shares and Proprietary Lease for the apartment;
  - Make any structural alterations to the apartment;
  - Sublease the apartment WITHOUT Board Approval
  - Permit any person to reside in the apartment who is not so authorized by the Proprietary Lease;
  - Use the apartment for other than residential purposes;
  - Violate any provision of the Proprietary Lease, By-Laws or House Rules.

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

Sincerely,  
John B Lovett & Associates, Ltd.

Donna Achaia  
Transfer Agent  
Phone (718) 559-0264  
Fax (718) 445-9704  
Email donna@lovettrealty.com



## 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 & Criminal Background Check Authorization Forms in the application are the only forms that require your Social Security number. These forms containing your Social Security number will be shredded in our office as soon as we submit the information to the Agency and 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.**

## 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 Seminole Owners Corp.**

**Building Address: 72\_\_\_\_ 113<sup>th</sup> Street**

**Apartment \_\_\_\_\_**

Date \_\_\_\_\_

## **SEMINOLE OWNERS CORP. DEBT RATIO**

72-61, 113<sup>TH</sup> STREET (MEADOW LAKE APARTMENTS)  
72-81, 113<sup>TH</sup> STREET (WILLOW GLEN APARTMENTS)  
FOREST HILLS, NEW YORK 11375

Dear Applicant (s):

As a general rule, Seminole Owners Corp. requires an applicant's debt ratio\* to be 28% or lower.

**Debt Ratio is calculated as follows Annual debt divided by annual gross income**

### **Debt includes the following elements**

- + Annual maintenance on purchase apartment;
- + Annual assessments on purchase apartment;
- + Annual mortgage for purchase apartment;
- + Annual payments on other outstanding mortgages;
- + Annual loan payments (cars, student loans, home equity, etc.);
- + Annual minimum credit card payments;
- + Other financial obligations;
- = Total Annual Debt.

### **Example:**

1. Gross Annual Income = \$100,000
  - Exclude capital gains, if non re-occurring when entering annual Income
2. Total Annual Debt = \$28,000
3.  $\$28,000/\$100,000 = .28$  (28% Debt Ratio)

## 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.

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***Brokers: replace your purchase and lease applications by visiting our website, [www.lovettrealty.com](http://www.lovettrealty.com) for the most updated application. Submission of old packages will cause delays in the processing.***

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>
<b>Questionnaire</b>	\$250	Front Desk	(718) 445 9500 x110	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	Front Desk	(718) 445 9500 x110	Please note we charge \$20 for each year. Payment must be received with request
<b>By-Laws</b>	\$25	Front Desk	(718) 445 9500 x110	Located in Offering Plan. Please note payment must be received with request.
<b>Most Recent Amendment</b>	\$25	Front Desk	(718) 445 9500 x110	Located in Offering Plan. Please note must be received with request.
<b>Offering Plan (Black Book)</b>	\$300	Front Desk	(718) 445 9500 x110	Please note payment must be received with request.

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

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



# Purchase Application

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# **SECTION I**

## **CO OPERATIVE PURCHASE APPLICATION**

**Seminole Owners Corp.**  
72-61, 113<sup>TH</sup> Street (**Meadow Lake Apts.**)  
72-81, 113<sup>TH</sup> Street (**Willow Glen Apts.**)  
Forest Hills, New York 11375

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

## PURCHASE APPLICATION FOR COOPERATIVE

### PURCHASER (S) INFORMATION:

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

Anticipated Closing Date: \_\_\_\_\_  
Anticipated Date of Possession: \_\_\_\_\_



b. Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
Type of Account: \_\_\_\_\_  
Last 4 digit of Account Number: \_\_\_\_\_  
Current Balance: \_\_\_\_\_

c. Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
Type of Account: \_\_\_\_\_  
Last 4 digit of Account Number: \_\_\_\_\_  
Current Balance: \_\_\_\_\_

d. Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
Type of Account: \_\_\_\_\_  
Last 4 digit of Account Number: \_\_\_\_\_  
Current Balance: \_\_\_\_\_

e. Bank: \_\_\_\_\_  
Address: \_\_\_\_\_  
Type of Account: \_\_\_\_\_  
Last 4 digit of Account Number: \_\_\_\_\_  
Current Balance: \_\_\_\_\_

f. Certified Public Accountant, if any: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

**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**

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

**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 Assets: \_\_\_\_\_ Total Liabilities: \_\_\_\_\_

Net Worth: \_\_\_\_\_

**PURCHASER & SPOUSE SOURCE OF INCOME**

Base Salary: \_\_\_\_\_  
Bonus & Commissions: \_\_\_\_\_  
Dividends & Interest Income: \_\_\_\_\_  
Real Estate Income (Net): \_\_\_\_\_  
Spouse Income (specify): \_\_\_\_\_  
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 REAL ESTATE**

<u>Description &amp; Location Maturity</u>	<u>Cost</u>	<u>Actual Market Value</u>	<u>Mortgage Amount</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**

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

## **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 or 1099  
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 FOUR 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  
TWO (2) PERSONAL REFERENCE &  
ONE (1) BUSINESS REFERENCE LETTERS  
HERE**

## **SECTION 10**

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

(LAST 3 MONTH'S OF EACH STATEMENT...WHERE APPLICABLE)

**HERE**



## **SECTION 11**

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

**PLEASE PROVIDE DOCUMENTATION TO SUPPORT STATEMENT**

## **SECTION 12**

### **HOMEOWNERS INSURANCE**

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

## **SECTION 13**

**INSERT COPY  
OF  
APPRAISAL REPORT**

# **SECTION 14**

## **ACKNOWLEDGMENT FOR PARKING**

**ACKNOWLEDGMENT FOR PARKING**

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

If there is a Parking Space rendered to the Seller of the apartment, please be advised that this parking space is not included with the sale of the apartment. The parking space will be turned over to the Shareholder Pool for the next shareholder on the waiting list. **Your name is added to the list only after closing.**

Please indicate by your signature below that the above is fully understood and agreed upon by the Purchaser.

\_\_\_\_\_ **Parking Space is required**

\_\_\_\_\_ **Parking Space is not required**

Name of Purchaser: \_\_\_\_\_

Signature of Purchaser: \_\_\_\_\_

Name of Seller: \_\_\_\_\_

**\*\*\* You are advised to call Management after your closing date to add you name to the parking waiting list. \*\*\***

# **SECTION 15**

# **WINDOW GUARD QUESTIONNAIRE**

**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 14<sup>th</sup> Avenue  
College Point, New York 11356

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

# **SECTION 16**

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



## MOVE-IN/MOVE-OUT AGREEMENT

**Seminole 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 **Seminole Owners Corp.** 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 **Five Hundred (\$500.00) Dollars**, payable to **Seminole Owners Corp.**, as a Security Deposit, which shall be refunded to the undersigned, subject to the condition as hereafter provided.
  - b. By certified check, bank check or money order, the amount of **Five Hundred (\$500.00) Dollars**, by the seller, payable to **Seminole Owners Corp.**, as a Security Deposit for Move-Out, which shall be refunded after final inspection by the Superintendent/Management that no damage has occurred during the move.
2. **The date of the Move-In or Move-Out from the apartment must be scheduled with the Superintendent's Office one week in advance at the following numbers: 72-61, 113<sup>th</sup> Street (Meadow Lake) Kol Gjokaj (718) 570-3947 & 72-81, 113<sup>th</sup> Street (Willow Glen) Oscar (718) 570-2159.** 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 14<sup>th</sup> Avenue, College Point, New York 11356.
  - c. **Moving in/out of the building must be done on weekdays ONLY between the hours of 9:00 a.m. and 5:00 p.m. ALL MOVES MUST BE COMPLETED BY 5:00 P.M. NO EXCEPTION WILL BE MADE.**
3. 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.
4. **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 Seminole Owners**

**Corp. 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.**

5. The undersigned shall be responsible for damages caused in the common elements of the **Seminole Owners Corp.** during the process of the Move-In or Move-Out.
6. 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.
7. It is understood that **Seminole Owners Corp.**, 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.
8. 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 17**

**AUTHORIZATION FOR**

**CREDIT AGENCY**

**&**

**CRIMINAL BACKGROUND CHECK**

**CREDIT AGENCY AUTHORIZATION**

**Authorization for JOHN B. LOVETT & ASSOCIATES, LTD.**  
**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 **John B. Lovett & Associates, Ltd.** to 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.

**PRINT CLEARLY**

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

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

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

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

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

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

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

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

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

<b>Building: <u>Seminole Owners Corp.:</u> 72 _____ 113<sup>th</sup> Street.</b> <b>Apartment: _____</b>
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**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 on a State and/or Federal Level.**

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: \_\_\_\_\_

**BUILDING REFERENCE: Seminole Owners 72-\_\_\_\_\_/Apt#\_\_\_\_\_**

## **SECTION 18**

# **NAMEPLATE REQUEST & KEY APPROVAL**

**NAME PLATE REQUEST & KEY APPROVAL**

**SEMINOLE 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: \_\_\_\_\_

Intercom Code Number: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

## **SECTION 19**

# **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**

**Seminole Owners Corp.  
72-61, 113<sup>TH</sup> Street (Meadow Lake Apts.)  
72-81, 113<sup>TH</sup> Street (Willow Glen Apts.)  
Forest Hills, New York 11375**

By signing below, I (we) acknowledge receipt of the Seminole Owners Corp. House Rules and also acknowledge and accept the policy of **NO PETS ALLOWED** at the **Seminole Owners Corp.**

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

# **SECTION 20**

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

# **SECTION 21**

# **NO SUBLET POLICY**

**ACKNOWLEDGMENT OF NO SUBLET POLICY**

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

**Seminole Owners Corp.  
72-61, 113<sup>TH</sup> Street (Meadow Lake Apts.)  
72-81, 113<sup>TH</sup> Street (Willow Glen Apts.)  
Forest Hills, New York 11375**

By signing below, I (we) acknowledge and accept the policy of **NO SUBLETS ALLOWED** at the **Seminole Owners Corp.**

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

**PURCHASER'S ASSUMPTION OF "AS IS" CONDITIONS**

**Transferor:** \_\_\_\_\_  
**Transferee:** \_\_\_\_\_  
**Address:** 72-\_\_\_\_\_ 113<sup>th</sup> Street. Forest Hills, NY 11375  
**Unit** \_\_\_\_ (the "Premises")  
**Closing Date:** \_\_\_\_\_, 20\_\_\_\_\_

I/We acknowledge 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.

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Seller

-----  
Buyer

-----  
Seller

-----  
Buyer

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**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

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**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**