

CAPRI GARDENS OWNER'S CORP.
68-37 108TH STREET
FOREST HILLS, NY 11375

PROCEDURE FOR RESALE OF APARTMENTS

The Board of Directors of **Capri Gardens Owner's 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.,
109-15 14th Avenue
College Point, New York 11356
Attention: Victoria A. Balbuena

Contact information for Victoria: Ph: 718-559-0228 Email: vbalbuena@lovettrealty.com

Purchaser must submit: **ONE (1) ORIGINAL** and **ONE (1) COLLATED COPY** set of the **Purchase Application Package** (Total of two sets must be provided).

THE FOLLOWING FEES ARE PAYABLE UPON SUBMISSION OF THE SALES APPLICATION. ONLY CERTIFIED CHECKS, BANK CHECKS OR MONEY ORDERS WILL BE ACCEPTED.

1. **Non-Refundable Processing Fee** in the amount of **\$400.00**. Please make check payable to **John B. Lovett & Associates, Ltd.**
2. **Non-Refundable Credit Report Fee** in the amount of **\$75.00 PER APPLICANT**. Please make check payable to **John B. Lovett & Associates, Ltd.**
3. **A Non-Refundable Criminal Report/Drivers License Report Fee PER APPLICANT** in the amount of **\$200.00**. Please make check payable to **John B. Lovett & Associates.**
4. **Financing fee** in the amount of **\$250.00**. Please make check payable to **John B. Lovett & Associates, Ltd.** *This fee is applicable only if financing and is refunded if the applicant is not approved.*
5. **Refundable Move-out Deposit** from the **Seller** in the amount of **\$500.00**. Please make check payable to **Capri Gardens Owner's Corp.**
6. **Refundable Move-In Deposit** from the **Purchaser** in the amount of **\$500.00**. Please make check payable to **Capri Gardens Owner's Corp.**
7. **Refundable Carpet Deposit** from the **Purchaser** in the amount of **\$1,000.00**. Please make check payable to **Capri Gardens Owner's Corp.** **Please review carpet agreement.**

PLEASE NOTE THE FOLLOWING:

- **80% FINANCING WILL BE PERMITTED FOR PURCHASE.**
- **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.**
- **FLIP TAX : NONE**
- **ALL PAYMENTS MUST BE IN THE FORM OF MONEY ORDERS OR BANK CERTIFIED CHECKS.**
- **PET POLICY: No Dogs allowed.**
- **SUBLETTING POLICY: Allowed after shareholder occupies the unit for 2 years.**
- **Upon submission, 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 even an application is denied, the original application will be returned if requested in writing within 30 days of issuance of the denial letter.**
- **Monetary gifts must be documented via a notarized letter. The letter must list the name of the donor and relationship to the applicant**
- **Please note that all applicants and occupants age 18 and over must complete the criminal authorization form. If employed, an employment letter is required. If enrolled in school, a letter from the school confirming the enrollment status is required.**
- **All applicants must sign the building acknowledgement forms.**
- **All applicants/occupants must be present to be interviewed by the Board without exception.**
- **Full paged bank statements for all accounts listed on the financial condition statement are required.**
- **Please note that if a submission is made before the tax filing deadline, the most recent W2 issued will be required in addition to the completed tax returns requested within the application.**
- **For applicants who own real estate, please provide a letter from the Management Office for all properties. If you own your own home, please provide the Real Estate/School Tax invoices for all properties. If you are receiving rental income, a copy of an executed lease agreement is required.**
- **If this is an Estate Sale, please provide a copy of the Death Certificate and a copy of the Letters Testamentary/Letters of Administration either before the submission or with the submission. Applications will not be processed if the estate documents are not submitted.**
- **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).**

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.

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 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 every three (3) months to make sure that 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 THAT YOU MAY NEED DURING A 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>
Bank Questionnaire	\$250	Questionnaire Desk	(718) 445 9500 x162	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	Geraldine	(718) 445-9500 x110 gmurphy@lovettrealty.com	Please note we charge \$20 for each year. Payment must be received with request
By-Laws	\$25	Geraldine	(718) 445-9500 x110 gmurphy@lovettrealty.com	Located in Offering Plan. Please note payment must be received with request.
Most Recent Amendment	\$25	Geraldine	(718) 445-9500 x110 gmurphy@lovettrealty.com	Located in Offering Plan. Please note payment must be received with request.
Offering Plan (Black Book)	\$300	Geraldine	(718) 445-9500 x110 gmurphy@lovettrealty.com	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, 14TH AVENUE
COLLEGE POINT, NY 11356**

Capri Gardens Owner's Corp.
68-37 108th Street
Forest Hills, NY 11375

PURCHASE APPLICATION

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

Purchase Application

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SECTION I

CO OPERATIVE PURCHASE APPLICATION

Capri Gardens Owner's Corp.
68-37 108th Street
Forest Hills, NY 11375

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

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: _____

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

AUTHORIZATION FOR CREDIT AGENCY AND CRIMINAL BACKGROUND CHECK

CREDIT AGENCY AUTHORIZATION

AUTHORIZATION 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 AN AGENCY, WHICH AGENCY MAY OBTAIN, PREPARE AND FURNISH AN INVESTIGATIVE CONSUMER REPORT INCLUDING INFORMATION ON MY (OUR) 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.

Purchaser/Lessee (Print): _____

Social Security #: _____

Address: _____

Purchaser/Lessee Signature: _____

Purchaser/Lessee (Print): _____

Social Security #: _____

Address: _____

Purchaser/Lessee Signature: _____

Date: _____

**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)

PLEASE RETURN TO:

JOHN B. LOVETT & ASSOCIATES

ATTN: VICTORIA A. BALBUENA

FAX (718) 445-9704

BUILDING REFERENCE: Capri Gardens Owner's Corp. / APT# _____

SECTION 3

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

STATEMENT OF FINANCIAL CONDITION

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

LIABILITIES

Cash in Banks: _____

Notes Payable:

Savings & Loan Shares: _____

To Banks: _____

Earnest Money Deposited: _____

To Relatives: _____

Investments: Stocks & Bonds: _____
(see schedule)

To Others: _____

Investment in own Business: _____

Installment Accts Payable:

Real Estate owned (see schedule)

Automobile: _____

Other: _____

Automobiles: (Year & Make)

Other Accounts Payable: _____

Mortgages Payable on Real Estate:

(see schedule) _____

Unpaid Real Estate taxes: _____

Unpaid Income taxes: _____

Chattel Mortgages: _____

Personal property & Furniture: _____

Loans on Life Insurance Policies:

Life Insurance:

(Include Premium Advance):

Cash Surrender Value: _____

Other Assets – itemize: _____

Other debts – itemize: _____

Total Assets: _____

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: _____

STATEMENT OF FINANCIAL CONDITION (cont'd)

CONTINGENT LIABILITIES

GENERAL 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>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATEMENT OF FINANCIAL CONDITION (cont'd)

SCHEDULE OF REAL ESTATE

<u>Description & Location</u>	<u>Cost</u>	<u>Actual Market Value</u>	<u>Mortgage 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**

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

SECTION 5

**INSERT LOAN APPLICATION
INSERT COMMITMENT LETTER,
3 ORIGINAL AZTECH FORM OF
RECOGNITION AGREEMENT
& OTHER
FINANCING INFORMATION
HERE
(Maximum of 80% financing)**

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.

SECTION 7

**INSERT LAST TWO (2) YEARS OF
COMPLETE FEDERAL TAX RETURNS WITH
ALL SCHEDULES INCLUDED & 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 LAST 3 PAY STUBS
HERE**

*****If self employed or retired, a letter from the CPA or Financial Advisor is required to verify the income. If receiving Social Security/Pension/Annuity, please provide a copy of the most recent statement to confirm the amount received and the payout frequency*****

SECTION 11

**INSERT TWO (2)
PERSONAL REFERENCE LETTERS
FROM NON-RELATIVES KNOWN FOR AT
LEAST FIVE YEARS
HERE**

SECTION 12

**INSERT
SUBSTANTIATING DOCUMENTATION
SUCH AS, BANK STATEMENT, IRA, CD,
SAVINGS, AND ANY OTHER
ASSETS FOR THE LAST 2-3 MONTHS FOR
EACH STATEMENT PROVIDED
HERE**

SECTION 13

INSERT APPRAISAL REPORT

*****Applicable only if financing is involved*****

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Acknowledgments/Authorizations

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SECTION 1

MOVE IN / MOVE OUT SECURITY DEPOSIT FORM

MOVE-IN / MOVE-OUT AGREEMENT

Capri Gardens Owner's Corp.

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 **Capri Gardens Owner's 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 or Move-Out**: Prospective purchaser and/or seller of an apartment must provide a refundable move deposit of \$500.00 payable to:
Capri Gardens Owner's Corp.
 2. For a **Move-In or Move-Out**: Prospective purchaser, subtenant and/or seller of an apartment must have their movers supply a certificate of insurance at least one (1) week prior to a scheduled move date to the managing agent. **If movers are not being used an additional deposit of \$500.00 is required, payable to: Capri Gardens Owner's Corp.**
 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 must be done on weekdays (Monday through Friday) ONLY between the hours of 8:00 a.m. and 4 p.m. ALL MOVES MUST BE COMPLETED BY 4 p.m. NO EXCEPTIONS WILL BE MADE. IF A MOVE WILL BEGIN TOO LATE TO BE COMPLETED BEFORE 4 p.m., THE SUPERINTENDENT WILL REFUSE PERMISSION FOR THE MOVE TO BEGIN THAT DAY.**
- ***Please note that moves are not allowed on Sunday or on Holidays.***
4. The full amount of the Deposit shall be forfeited if a party moving in or out:
 - 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
 5. 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.
 6. **A Certificate of Insurance from the 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 before the move. The certificate must name Capri Gardens Owner's Corp. and JOHN B. LOVETT & ASSOCIATES, LTD. as Additional Insured. If an undersigned is performing the move without a moving**

company, then he or she must provide to the Managing Agent a copy of his or her Homeowner's Insurance Policy.

7. The undersigned shall be responsible for damages caused to the common areas of **Capri Gardens Owner's Corp.** during the Move-In or Move-Out.
8. 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 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 Deposit, and promises to pay to **Capri Gardens Owner's Corp.** any such additional amount.
9. The amount of the 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 2

NAMEPLATE REQUEST & KEY APPROVAL

NAME PLATE REQUEST

Capri Gardens Owner's Corp.
68-37 108th Street
Forest Hills, NY 11375

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

Please complete the information requested on the form and acknowledge that in the event that you are away and there is an emergency and access is needed into your apartment, please supply the names of two people who live in the area and their contact information.

Apt. No.: _____

Name on Mailbox: _____

Name on Directory: _____

Names of Emergency Contact:

1st Name: _____

Tele: _____

2nd Name: _____

Tele: _____

Signature: _____

Date: _____

SECTION 3

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 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 4

LEAD DISCLOSURE STATEMENTS

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

Lead Warning Statement

Every Tenant 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 Shareholder 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 Shareholder'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.

Shareholder'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): _____

_____ () Shareholder has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ b) Records and reports available to the shareholder (check one below):
() Shareholder has provided the Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

Tenant's Acknowledgments (initial)

_____ c) Tenant has received copies of all information listed above.
_____ d) Tenant has received the pamphlet *Protect Your Family from Lead in Your Home*.
_____ e) Tenant 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 Shareholder of the Shareholder'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.

Shareholder: _____ Date: _____

Shareholder: _____ Date: _____

Agent _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Section 5

CAPRI GARDENS OWNER'S CORP **68-37 108th St., Forest Hills, Apt # _____**

By-Laws and House Rules Acknowledgment

By signing below, I (we) acknowledge receipt and acceptance of the attached **Capri Gardens Owner's Corp.** By-Laws and House Rules, including board approval of any sublets and responsibility for related maintenance surcharges, and will abide by them.

Applicant's Name- Print

Applicant's Signature

Applicant's Name- Print

Applicant's Signature

SECTION 7

CARPET DEPOSIT AGREEMENT

CARPET DEPOSIT AGREEMENT

Capri Gardens Owner’s Corp.

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

In consideration of the Board of Directors considering the application being submitted by 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 **Capri Gardens Owner’s Corp.** 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 **One Thousand Dollars (\$1000.00)**, payable to **Capri Gardens Owner’s Corp.** as a Security Deposit/Carpet Deposit, which shall be refunded to the undersigned, subject to the conditions as hereafter provided.

1. **Within ninety (90) days of closing of title to 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 ninety (90) days of closing title to the subject apartment.
3. In addition to the forfeiture of the Security Deposit, the apartment corporation reserves the right to declare a default under the proprietary lease for the apartment and to seek the purchaser’s eviction therefrom.
4. 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.
5. 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:_____

SECTION 8

PURCHASER'S ASSUMPTION OF ALTERATION AGREEMENT

PURCHASER'S ASSUMPTION OF "AS IS" CONDITIONS

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 }
County of }

ss

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 }
County of }

ss

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