

Wavecrest Management Team Ltd.
87-141 161st Street
Richmond Hill, NY 11418
Telephone: 718-463-1200 ♦ Fax: 718-850-2798
Attn: Jay Yablonsky (Ext. 3749)

**Requirements for the sale of Cooperative Apartment
Berkowners, Inc.
Jackson Heights, NY 11372**

One (1) Original Set and Six (6) Collated Copy Sets of:

1. Purchase application (typed-enclosed).
2. Copy of fully signed executed Contract of Sale.
3. Financial Statement enclosed (typed).
4. Completed and Signed Credit Release Authorization form and Tenant Data Verification (credit check form).
5. Notice of Disclosure Form (attached).
6. Four (4) Personal Letters of Reference.
7. Two (2) Business Letters of Reference.
8. Reference Letter from present landlord or managing agent stating payment history.
9. Signed Copies of Federal, State, and City Income Tax returns with W-2 and/or 1099 forms for the last two (2) years.
10. Letter from the bank(s) stating types of accounts, amounts on deposit (in dollars) and age of account(s).
11. Employer letter stating salary, income, job function, and length of employment.
12. Verification of all assets.
13. Applicants Release Form.
14. House Rules and Pet Rider (attached).
15. Pet Documentation Form (attached)
16. Window Guard Form (attached).
17. Lead Based Paint Disclosure Forms (attached):

The Disclosure documents must be completed in their entirety and submitted for review with the Board Package. **The Board Package will not be sent to the Board of Directors for review unless the Lead Based Paint Disclosure documents are included. NO EXCEPTIONS will be made.**

Enclosed is a summary of the Lead Based Paint Disclosure Information.
18. Smoke Detector and Combination Carbon Monoxide-Smoke Detector Form (attached)
19. Social security cards (copies).

IF FINANCING- 80% Maximum

20. Signed Copy of Loan Application
21. Signed Copy of Commitment Letter
22. Three Original Recognition Agreements-signed by the purchaser(s) and lender must be **AZTEC forms ONLY**
23. The Shareholder shall supply and maintain Coop Apartment and Owners Liability Insurance in the amount of \$500,000. A Certificate of Insurance must be provided at closing.

Name(s) _____

Name(s) _____

FINANCIAL STATEMENTS

Balance Sheet as of the last day of month immediately preceding date of application as of: _____

ASSETS	NOTE REF	\$ AMOUNT
Cash		
Checking Accounts	G	
Savings Account	G	
Down Payment Money		
Marketable Securities	H	
Life Insurance Net Cash Value		
Non-Marketable securities	H	
Real Estate Owned	E	
Vested Interest in Retirement Fund	D	
Net worth of Business Owned	D	
Automobiles/Pleasure Craft owned	C	
Furniture & Personal Property		
Notes Receivable		
Other Assets - IRSs	D	
TOTAL ASSETS		
LIABILITIES		
Installment Debt Payable	A	
Other Unsecured Loans	A	
Real Estate Loans	E	
Automobiles/Pleasure Craft Loans	C	
Other Secured Loans	B	
Other Liabilities	B	
TOTAL LIABILITIES		
NET WORTH		
Assets - Liabilities		

Note: The notes on the following pages are part of the BALANCE SHEET and should be completed.

PLEASE NOTE: PLEASE SIGN HERE AND SIGN ON LAST PAGE

DATE: _____

SIGNATURE OF _____ & _____
APPLICANT CO-APPLICANT

PURCHASE APPLICATION

Seller's Information:

Name: _____

Address: _____

Home Phone No.: _____ Business/Cell Phone No.: _____

Purchaser's Information:

Purchaser's Information	Applicant	Co-Applicant
Name		
Address		
Home Phone No.		
Cell Phone No.		
Prior Residence (if current residence less than 3 years)		
Social Security Number		
Citizenship		
Occupation		
Employer Name:		
Employer's Address		
Employer's Phone No.		
Nature of Business		
Period of Employment		
Position held		

Purchaser's Information	Applicant	Co-Applicant
Prior Employer (if current employer less than 3 years)		
Educational & Professional Background		
Total Gross Income		
Actual Income Last Year		
Estimated Current Year Income		

GENERAL INFORMATION

1. Directorships and/or other positions held:

2. Names of all clubs and society memberships, fraternities and honor societies to which applicant(s) belong:

3. Schools and colleges attended by husband, wife, partner, and/or children :

4. Sports, hobbies and other interest/activities:

5. Names of all residents in the building known by the applicant(s):

6. Does the applicant(s) wish to maintain any pets; and, if so, please specify:

PLEASE ANSWER YES OR NO		Applicant	Co-Applicant
7	Have you any outstanding judgments in the last 7 years or been declared bankrupt?		
8	Have you had property foreclosed upon or given title or deed in lieu thereof?		
9	Are you a co-maker or endorser on a note?		
10	Have you ever been charged or convicted of any crime (other than a traffic offense)?		
11	Are you obligated to pay alimony, child support or separate maintenance?		
12	Will any part of your cash payment be borrowed?		
13	Do you or any member of your family have diplomatic status?		

NOTE: IF A “YES” ANSWER IS GIVEN IN RESPONSE TO A QUESTION ABOVE, PLEASE EXPLAIN FURTHER ON A SEPARATE PAPER.

SPECIAL REMARKS: (Please provide any additional information which may be pertinent or helpful below):

PERSONAL REFERENCES			
1	Name:	Applicant	Co-Applicant
	Address:		
Telephone Number:			
2	Name:	Applicant	Co-Applicant
	Address:		
Telephone Number:			
3	Name:	Applicant	Co-Applicant
	Address:		
Telephone Number:			

BUSINESS REFERENCES			
1	Name:	Applicant	Co-Applicant
	Address:		
Telephone Number:			
2	Name:	Applicant	Co-Applicant
	Address:		
Telephone Number:			
3	Name:	Applicant	Co-Applicant
	Address:		
Telephone Number:			

FINANCING AND OTHER INFORMATION

COST OF APARTMENT::		
	Purchase of shares	
	Closing costs	
	Planned renovation costs	
	Other:	
TOTAL COSTS:		
SOURCE OF FUNDS:		
	Mortgage	
	Cash on hand	
	Sale of Real Estate	
	Sale of securities	
	Other:	
TOTAL SOURCE OF FUNDS:		

1. Name(s) cooperative stock would be in: _____
2. Will this apartment be the primary residence of the stockholder(s)? _____
3. Please provide the names and ages of proposed occupants of the apartment including children, if any: _____
4. Purchase price of stock: \$ _____
5. Amount to be financed: \$ _____
6. Financing terms:

Interest Rate: _____ %

Payment Period: _____ Years

Monthly Payment Amount: _____

FINANCING AND OTHER INFORMATION (Cont'd)

7. Buyer's and Seller's Representatives:

	NAME	ADDRESS	PHONE NUMBERS
LENDER			Office:
			Cell:
			Other:
SELLER			Office:
			Cell:
			Other:
BUYER'S BROKER			Office:
			Cell:
			Other:
SELLER'S BROKER			Office:
			Cell:
			Other:
APPLICANT'S ATTORNEY			Office:
			Cell:
			Other:
SELLER'S ATTORNEY			Office:
			Cell:
			Other:

8. Closing: Date, Time & Place _____
9. Date of Possession: _____

NOTE: A COPY OF THE CONTRACT OF SALE AND MORTGAGE APPLICATION, IF ANY, MUST BE ATTACHED TO THIS APPLICATION.

LANDLORD OR PRIOR RESIDENCE INFORMATION

	NAME	ADDRESS	LENGTH OF OCCUPANCY
PRESENT LANDLORD			
PRIOR LANDLORD			
PRIOR RESIDENCE			

SUMMARY OF INCOME AND EXPENSES

LAST YEAR'S INCOME (20____)

	APPLICANT	CO-APPLICANT
SALARY		
BONUS		
SELF-EMPLOYED		
INTEREST		
DIVIDENDS		
RENTS		
ALIMONY/CHILD SUPPORT		
SALE OF CAPITAL ASSETS		
OTHER:		

TOTAL		

ESTIMATED

THIS YEAR'S INCOME (20____)

	APPLICANT	CO-APPLICANT
SALARY		
BONUS		
SELF-EMPLOYED		
INTEREST		
DIVIDENDS		
RENTS		
ALIMONY/CHILD SUPPORT		
SALE OF CAPITAL ASSETS		
OTHER:		

INCOME TAXES		
MORTGAGE PAYMENTS (*)		
REAL ESTATE TAXES (*)		
MAINTENANCE PAYMENTS (*)		
OTHER DEBT PAYMENTS (*)		
TUITION PAYMENTS		
ALIMONY/CHILD SUPPORT		
INSURANCE PREMIUMS		
ALL OTHER		
TOTAL		

(*) INCLUDING THE INCREMENTAL ANNUAL MORTGAGE AND MAINTENANCE PAYMENTS FOR THE PROPOSED PURCHASE OF APARTMENT

1. ARE YOU A DEFENDANT IN ANY LEGAL ACTION?

2. ARE THERE ANY UNSATISFIED JUDGMENTS?

3. HAVE YOU EVERY BEEN IN BANKRUPTCY?_____IF YES, EXPLAIN

4. PURPOSE OF THE LOAN?

DATED AS OF: _____

SIGNATURE OF APPLICANT: _____

SIGNATURE OF CO-APPLICANT: _____

NOTES TO FINANCIAL STATEMENTS

A. INSTALLMENT DEBT AND OTHER UNSECURED LOANS (INCLUDING CHARGE ACCOUNTS)

CREDITOR'S NAME AND ADDRESS	ACCOUNT NO.	MONTHLY PAYMENT AMOUNT	MONTHS REMAINING	UNPAID BALANCE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

B. OTHER LIABILITIES (INCLUDING OTHER SECURED LOANS AND AS ENDORSER OR CO-MAKER ON NOTES)

BRIEF DESCRIPTION OF LIABILITY	NATURE OF SECURITY	PAYMENT TERMS	UNPAID BALANCE
1			
2			
3			
4			
5			

NOTES TO FINANCIAL STATEMENTS CONTINUED

C. AUTOMOBILE/PLEASURE CRAFT OWNED

TYPE OF VEHICLE/PLEASURE CRAFT	MAKE & YEAR	ORIGINAL COST	LOAN BALANCE	PRESENT MARKET VALUE
1				
2				
3				
4				
5				

D. OTHER ASSETS (INCLUDING NET WORTH OF BUSINESSES OWNED AND VESTED RETIREMENT FUNDS)

BRIEF DESCRIPTION OF ASSET	PRESENT MARKET VALUE
1	
2	
3	
4	
5	
6	
7	
8	

NOTES TO FINANCIAL STATEMENTS CONTINUED

E. REAL ESTATE OWNED

ADDRESS OF PROPERTY	TYPE OF PROPERTY	COST OF PROPERTY	PRESENT MARKET VALUE	MORTGAGE/ LOAN BALANCE
1				
2				
3				
4				
5				
6				

F. INCOME FROM RENTAL PROPERTY

MONTHLY GROSS RENTAL INCOME	MONTHLY MORTGAGE PAYMENTS	MONTHLY TAXES, INSURANCE, MAINTENANCE, MISC PAYMENTS	NET MONTHLY RENTAL INCOME
1			
2			
3			
4			
5			

NOTES TO FINANCIAL STATEMENTS CONTINUED

G. CHECKING AND SAVINGS ACCOUNTS

ACCOUNT NUMBER	NAME AND ADDRESS OF BANKING INSTITUTION	CURRENT BALANCE
1		
2		
3		
4		
5		
6		

H. MARKETABLE & NON-MARKETABLE SECURITIES

NUMBER OF SHARES	TYPE OF SECURITY	ISSUER	MARKET VALUE	MONTHLY DIVIDEND/ INTEREST
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

LAW OFFICE OF NOVITT, SAHR & SNOW LLP

CLOSING PROCEDURE MEMORANDUM

From: The Law Office of Novitt, Sahr & Snow LLP
To: Prospective Purchasers
Date: February 26, 2019
RE: Apartment Sales
Berkowners Inc.
Jackson Heights, NY 11372

The following information is being provided to you at this time, subject to whether or not the apartment corporation's Board of Directors consents to the proposed sale of the apartment.

Please be advised that all closings are scheduled to take place at the offices of Novitt, Sahr & Snow, 118-35 Queens Boulevard, Suite 1515, Forest Hills, NY 11375, 718-544-8665. Please contact Randee Feldman, Paralegal (Randee412@aol.com) to schedule a closing **after** you receive requisite board approval.

If and when you are notified by the managing agent that your application has been approved by the board of directors, please be prepared to submit the following upon the request of the closing attorney (or prior thereto if so indicated):

Seller(s):

1. **Copy of executed Contract of Sale**, at least ten business (10) days prior to closing.
2. **Photo Identification**. In the event, you will not be present at the closing and a power of attorney will be used, please submit a copy of the signed and notarized power of attorney to our office via email (Randee412@aol.com), or facsimile 718-544-5703, at least ten business (10) days prior to the closing. Please be advised that anyone attending the closing pursuant to a pre-approved power of attorney will be required to sign an affidavit attesting to the full force and effect of such power.
3. **Original Stock Certificate and Proprietary Lease**. In the event both or either of these documents are lost, you must notify our office at least ten (10) business days prior to closing, in order for us to prepare an Affidavit of Lost Stock and Lease. Please note that the circumstances of how the stock and/or lease was lost will determine additional requirements for closing. Please confirm with Randee Feldman as soon as possible.
4. **A co-op lien search**. Search should encompass the unit address and all sellers and buyers names to be delivered at least ten (10) business days prior to closing.

Purchaser(s):

1. **Credit Report Fee. \$100.00** per applicant, payable to The Wavecrest Management Team (Non-Refundable) **must be submitted with Board Package.**
2. **Processing Fee. \$250.00** made payable to The Wavecrest Management Team (Non-Refundable) **must be submitted with Board Package:**
3. **Photo Identification.** In the event you will not be present at the closing and a power of attorney will be used, please submit a copy of the signed and notarized power of attorney to our office via facsimile (212) 688-2870, at least ten business (10) days prior to the closing. Please be advised that anyone attending the closing pursuant to a pre-approved power of attorney will be required to sign an affidavit attesting to the full force and effect of such power.
4. **Payment of a move-in security deposit** in the amount of **\$750.00** payable to Berkowners, Inc. **\$550.00** of the security deposit is refundable after the move, upon the building manager's verification that no damage has been incurred to the building.
5. **In the event of financing,** please arrange to have the recognition agreements delivered to our office at least ten (10) business days prior to closing for review and execution on behalf of the Apartment Corporation.
6. **Payment of Recognition Agreement Fee** (in the event of financing) in the amount of **\$350.00** payable to Smith, Gambrell & Russell LLP **AT THE CLOSING.**
7. **Hazard insurance proof** (requirement of board) \$25,000.00 personal property & \$500,000 personal liability.

Additional Information:

The time frame for processing applications is approximately thirty (30) days from the date the Board receives a completed applications from the Managing Agent.

Incomplete packages will not be accepted nor processed.

The completed package together with Credit Report Fees and Processing Fee should be sent to:

Wavecrest Management Team Ltd.
87-14 116th Street
Richmond Hill, NY 11418
Telephone: 718-463-1200
Fax: 718-850-2798
Attn: Jay Yablonsky (Ext. 3749)

The completed package together with Credit Report Fees and Processing Fee should be sent to:

Wavecrest Management Team Ltd.
87-14 116th Street
Richmond Hill, NY 11418
Telephone: 718-463-1200
Fax: 718-850-2798
Attn: Jay Yablonsky (Ext. 3749)

The entire list of House Rules can be found on our website at the following address:

<https://www.theberkeleycoop.com/copy-2-of-documents>

Pet Policy: Only dogs, cats, birds or approved animals legal in New York City shall be permitted to live in the buildings. All pets living in an apartment must be registered with the Managing Agent with photo identification. A maximum of two pets shall be permitted with no exceptions. The privilege of keeping pets is subject to denial by the Board if said pets establish a history of a nuisance to the other Shareholders/Renters in the building. The Board reserves the right to demand the removal of any pet creating chronic discomfort for other residents of the buildings.

The allowance of pets in the buildings is an accommodation to Shareholders/Renters. It is not a right. Any pet is permitted on elevators or in any of the common areas of the building only on a leash. **Pets are not allowed in the interior gardens.** Owners are responsible for thoroughly cleaning up any accidents which their pets may have. Required clean-up shall include any and all common areas within the buildings, outdoor walkways, courtyards, sidewalks and streets adjacent to the buildings. Failure to maintain social hygiene in caring for your pet(s) will require the removal of said pet(s) from the building.

Shareholders/Renters are **EXPRESSLY FORBIDDEN TO FEED** pigeons, cats or other non-domesticated animals from the windowsills, in the gardens, the courtyard or any public portion of the buildings or on the sidewalks or streets adjacent to the buildings.

The Berkeley

Berkeley Apartments
35-25 77th Street

Berkeley Hall
77-12 35th Avenue
Jackson Heights, New York 11372

Berkeley Gardens
35-24 78th Street

PET DOCUMENTATION FORM

(Picture of Pet is required – Attach a picture of pet)

Name of Owner: _____

Date: _____

☐ 35th Avenue

☐ 77th Street

☐ 78th Street

Apt. # _____

Name of Pet: _____

License #: _____

Breed: _____

Name of Veterinarian: _____

Date of last set of shots: _____

Attach proof of shots

Provide any additional information regarding training your pet has received: _____

Additional information required for Therapy/Emotional Support/Service Pets

Certified as service pet: _____ Certification Organization: _____

Attach copies of documentation

ACKNOWLEDGEMENT:

In the event there is an episode where the pet lunges, bears its teeth, hisses or otherwise acts aggressively, the owner shall enroll the pet, within 30 days of notification to the owner of the episode, in an accredited training program, and present the Board, upon completion, with a certification of successful completion of the program. If my pet continues with the issue, I understand that my pet will no longer be able to reside on the Berkeley premises.

Name of Resident: _____

Name of Resident: _____

CREDIT RELEASE AUTHORIZATION

Please Complete and Sign:

Apartment No.: _____ Building Address: _____

Applicant's Name: _____ Social Security # ____/____/____

Current Address: _____ City _____ State: _____ Zip Code: _____

Date of Birth: _____

Co-Applicant's Name: _____ Social Security # ____/____/____

Current Address: _____ City _____ State: _____ Zip Code: _____

Date of Birth: _____

By signing below, I/ We authorize The Wavecrest Management Team to use any consumer reporting agency, credit bureau or other investigative agencies employed by such, to investigate the references herein listed in this application or statement or other data obtained from me or from me or from any other person pertaining to my employment history, credit, prior tenancies, character, general reputation, and mode of living, to obtain a consumer report and such other credit information which may result thereby, and to disclose and furnish such information to the owner/agent listed above in support of this application. I have been advised that I have the right, under Section 606B of the Fair Credit Reporting Act, to make a written request, within a reasonable time, for complete, accurate disclosure of the nature and scope of any investigation. The purpose of this search is to verify information on me/us for a lease, sublet or purchase of an apartment.

Applicant's Signature

Date Signed

Co-Applicant's Signature

Date Signed

The Wavecrest Management Team Ltd.
87-14 116th Street
Richmond Hill, NY 11418

NOTICE OF DISCLOSURE

The application information provided by you may be used to obtain a tenant screening report.

Pursuant to local NYC law:

1. If we take adverse action against you on the basis of information contained in a tenant screening report, we must notify you that such action was taken and supply you with the name and address of the consumer reporting agency that provided the tenant screening report on the basis of which such action was taken.
2. If any adverse action is taken against you based on information contained in a tenant screening report, you have the right to inspect and receive a free copy of that report by contacting the Consumer Reporting Agency at:

***TenantSafe-Applicantsafe c/o Consumer Relations Department
P.O. Box 1195, Jackson, NJ 08527
Phone #: 800 498-3200***

3. Every tenant or prospective tenant is entitled to one free consumer report from each National Consumer Reporting Agency on an annual basis. This report can be obtained through www.annualcreditreport.com
4. Every tenant or prospective tenant may dispute inaccurate or incorrect information contained in a tenant screening report directly with the Consumer Reporting Agency that provided such report.

Authorization:

I hereby authorize **The Wavecrest Management Team Ltd.** to obtain consumer reports and any other information it deems necessary, for the purpose of evaluating my application. I understand that such information may include, but is not limited to credit history, rental history, civil and criminal information, employment/income verification and/or any other necessary information. I understand that subsequent consumer reports may be obtained and utilized under this authorization in connection with an update, renewal, extension or collection with respect to or in connection with, the rental or lease of a residence for which application was made. I agree to hold the above named company and procurer or furnisher of information, from any liability what-so-ever in the use, procurement, or furnishing of such information. I understand that any false statements/representations made in this application may be used as termination of application/lease.

Applicant Name: _____
Please print name

Applicant Signature: _____ Date: _____

Applicant Name: _____
Please print name

Applicant Signature: _____ Date: _____

THE WAVECREST MANAGEMENT TEAM

Building _____ Rent/Purchase _____

Address of Building _____

Lease Begins _____ Lease Expires _____ Apartment# _____

Name of Applicant _____ Tel.# _____

Present Address _____ City _____ State _____ Zip Code _____

How long at above address _____ Social Security # _____

Date of Birth _____

Present Landlord _____ Address _____

Telephone # _____ Lease Expires _____

If less than one year please list previous address _____

Previous Landlord _____ Tel.# _____

Address _____ Date Vacated _____

Applicant employed by _____ Position _____

Address _____ Telephone _____

How Long _____ Salary _____ Contact Person _____

If present employer is less than one year

Previous employer _____ Position _____

Address _____ Telephone _____

How long _____ Date Left _____ Salary _____ Contact Person _____

Other sources of Income _____

Contact Person _____ Tel.# _____

Bank Reference:

Name of Bank _____ Type of Acct. _____ Acct# _____

_____ Type of Acct. _____ Acct# _____

_____ Type of Acct. _____ Acct# _____

Accountant _____ Address _____

Tel.# _____

Do you have Credit Cards _____

Name of Persons not on the lease to occupy the Apartment

Name	Age	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

In Case of Emergency Notify _____ Telephone# _____

Address _____

In connection with my application for this apartment, I authorize all banks, corporations, companies, Credit agencies, accountants, person, and employers, to release any information that they have about me to The Wavecrest Management Team, or its agency and I release them from any and all liability or responsibility from doing so. Further, I authorize the procurement of an investigative consumer report and understand that such a report may contain information about my background, character and personal reputation. I understand this notice will also apply to future update reports that may be requested. I understand that any misrepresentation by me the cause of rejection by the landlord.

Applicant's Signature _____ Date _____

APPENDIX A

RE: APARTMENT:
BERKOWNERS INC.

WINDOW GUARDS REQUIRED LEASE NOTICE TO TENANT

You are required by law to have window guards installed 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 put in window guards at any time (you need not 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 OR YOUNGER IN MY APARTMENT

Date

Signature

FOR FURTHER INFORMATION CALL:
Window Falls Prevention Program
New York City Department of Health
125 Worth Street, Room 222 A
New York, New York 10013
(212) 566-8082

The Wavecrest Management Team Ltd.
87-14 116th Street
Richmond Hill, NY 11418
718-463-1200
FAX – 718-850-2798
Attn: Jay Yablonsky (x3749)

Board of Directors
Berkowners Inc.
New York, NY 11372

RE: House Rules

Dear Board of Directors:

I/we _____ acknowledge that I/we have received, read and understand the house rules for Berkowners Inc. Specific reference is made to House Rules # 33 through 36 in regard to pets.

I /We agree to abide by the House Rules as set forth by the Berkowners Inc. Board of Directors. We also understand that these House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors.

Applicant's Signature

Date

Co-Applicant's Signature

Date

COOPERATIVE SALES

Cooperative Information Regarding Lead-Based Paint in Common Areas

Cooperative Corporation: Berkowners Inc.

Building Address: _____, Jackson Heights, NY

Date: _____

The above referenced Cooperative Corporation has the following information regarding lead-based paint and/ or lead-based paint hazards in the common areas of the building.

NO INFORMATION

Attached hereto are copies of the reports or records pertaining to lead-based paint and/or lead-based paint hazards:

THE REPRESENTATIONS SET FORTH HEREIN ARE MADE SOLELY TO THE TENANT-SHAREHOLDER REQUESTING SUCH INFORMATION AND ARE NOT USED FOR ANY OTHER PURPOSE OR RELIED UPON BY ANY PERSON OTHER THAN SUCH TENANT-SHAREHOLDER.

Berkowners Inc.
Cooperative Corporation

BY: _____

DATE: _____

Building Address: _____

Jackson Heights, NY 11372

Apt# _____

COOPERATIVE SALES

LEAD WARNING STATEMENT-CONTRACT OF SALE

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 information about lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/ OR LEAD-BASED PAINT HAZARDS SELLER/PURCHASER

Seller's Disclosure

(a) Presence of lead-based paint and/or lead based paint hazards (Seller(s) to initial (i) or (ii) below):

- (i) _____ Known lead-based paint and/ or lead-based paint hazards are present in the Unit and/ or common areas (explain).
(ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the Unit and/ or common areas.

(b) Records and reports available to the Seller (Seller(s) to initial (i) or (ii) below):

- (i) _____ Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Unit and/ or common areas (list documents below).
(ii) _____ Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the Unit and or common areas.

Purchaser's Acknowledgment (Purchaser(s) to initial (c), (d) and (e) and check either (i) or (ii) below):

- (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 (i) or (ii) below):
(i) _____ Received a 10 day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint.
(ii) _____ 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 (Broker) Acknowledge (Agent (All Brokers) to initial (f) below):

- (f) _____ Agent (All Brokers) has informed the Seller of the Seller's obligation under 42 U.S.C. 4852d and is aware of Agent's (All Brokers) Independent 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 they have provided is true and accurate.

_____ Seller	_____ Date	_____ Purchaser	_____ Date
_____ Seller	_____ Date	_____ Purchaser	_____ Date
_____ Agent (Broker)	_____ Date	_____ Agent (Co-Broker)	_____ Date

Cooperative Sales

Certification of Disclosure

RE: Building Address: _____
Jackson Heights, NY 11372
Apartment #: _____
Tenant-Shareholder(s)/
Seller(s): _____
Prospective Purchaser(s): _____

The Residential Lead-Based Paint Hazard Reduction Act of 1992 (the “Act”) and regulations promulgated by the Department of Housing and Urban Development and Environmental Protection Agency (the “Regulations”) require that the Tenant-Shareholder(s) as Seller(s) disclose, based upon actual knowledge, to the Prospective Purchaser(s) the presence of any known lead-based paint and/or lead-based paint hazards in the apartment or common areas. The cooperative corporation must provide any information it has regarding the common areas.

The undersigned, being all the Seller(s) and Prospective Purchaser(s) of the above-referenced apartment hereby certify to the Cooperative Corporation owning the building that:

- i. They have received the information, if any, in the possession of the Cooperative Corporation regarding lead-based paint and/or lead-based paint hazards in the common areas.
- ii. They have complied in all respects with the Regulations.

The Seller(s) and Prospective Purchaser(s), each individually, hereby agrees to indemnify and defend the Cooperative Corporation, its directors, officers, employees and agents, (the “Indemnified Parties”) against all claims, losses, liabilities, fines, penalties, damages, costs and expenses (including reasonable attorneys’ fees) that may at any time be imposed upon the Indemnified Parties for failure to comply with the Regulations. The Prospective Purchaser(s) hereby release the Indemnified Parties from any claims with respect to the existence of lead-based paint in the apartment and common areas and any disclosure with respect thereto.

Seller(s): _____
Prospective Purchaser(s): _____

Date: _____

Cooperative Sales

Exemption Certificate

Re: Building Address: _____

Apartment #: _____

Seller: _____

Seller: _____

Purchaser: _____

Purchaser: _____

The undersigned, being all the sellers and purchasers on the transfer of the above-referenced apartment understand that this apartment is in a building built prior to 1978 and is subject to the Federal Disclosure Regulations regarding lead-based paint.

The undersigned certifies that the above apartment is a “0” bedroom apartment as defined in the Federal Regulations and therefore the Disclosures otherwise required to be made are not applicable.

Seller: _____ / _____
Date

Seller: _____ / _____
Date

Purchaser: _____ / _____
Date

Purchaser: _____/_____ Date _____

The Wavecrest Management Team Ltd.
87-14 116th Street
Richmond Hill, NY 11418
718-463-1200
FAX – 718-850-2798
Attn: Jay Yablonsky (x3749)

Building Address: _____ Apt. # _____

Tenant(s) Name(s): _____

SMOKE DETECTORS

Smoke detectors were installed in each unit as required by law and should be in place as protection for you and your family. The smoke detectors we have installed are battery operated. If the smoke detector has been removed, please notify us at once, and we will arrange to have it replaced as quickly as possible. It is urgent that you complete this notice and return it to our office.

I HAVE A SMOKE DETECTOR

☐

I DO NOT HAVE A SMOKE DETECTOR

☐

(Date)

Tenant's Signature

COMBINATION CARBON MONOXIDE-SMOKE DETECTOR

Smoke detectors and carbon monoxide detectors are to be installed in each unit as required by law and should be in place as protection for you and your family. The combination of carbon monoxide/smoke detectors we have installed is battery operated.

A combination carbon monoxide-smoke detector was installed and tested that it is in operable condition on

(Date)

The combination carbon monoxide-smoke detector was installed within 15 feet of the sleeping area and I have received the instructions for maintaining the device

Tenant's Signature

DAMAGE DEPOSIT AGREEMENT

Building Address: _____ Apt. # _____

Tenant(s) Name(s): _____

Ladies and Gentlemen:

I have been advised of a resolution of the Board of Directors of Berkowners Inc. requiring the deposit of \$750.00 by certified or bank check with the office of the managing agent prior to the scheduling of any move into or out of any apartment to indemnify the corporation against any loss which may be sustained resulting from damage to the building or its property in connection with my move.

It is understood that I am to arrange an inspection of the premises by the superintendent of the building immediately after the completion of my move and if damage has occurred, I agree that the cost of repairs will be deducted from my deposit and the balance, if any, shall be refunded to me within fourteen (14) days of my returning this completed form to the office of the managing agent. If there is no damage, \$550.00 of the deposit will be refunded to me. If there is damage, which exceeds \$550.00, I will pay the amount of all additional damages within ten (10) days of receipt of notification by the corporation of the amount due.

In order to secure my refund, if any, a copy of this form signed by the superintendent, must be returned to the office of the managing agent at the address at the top of this form. I further acknowledge and agree to abide by the following conditions and I have kept a copy of this agreement for my records:

1. The party moving shall notify the building superintendent, (or, if superintendent is not on duty, the assistant superintendent), of the date and time he/she will be moving furniture and other possessions into/out of the apartment, no later than 5:00 PM of the day before such date. It is strongly suggested that more than one day's advance notice be given to the building's staff to assure that your move can, in fact, be accommodated. No move shall occur unless first confirmed with the building's staff as to their availability. Any violation will result in a fine of \$1,000.00.
2. The moving party, and any person assisting the moving party, shall transport furniture and other items into and out of the building only between the hours of 9:00 AM and 5:00 PM Monday through Friday, except holidays, ONLY.
3. Any motor vehicle used by the moving party and or any mover transporting furniture and other items on behalf of the moving party shall be legally parked and under no circumstances shall it be driven onto or parked on the sidewalk surrounding the building.

4. The moving party, and any person assisting the moving party in moving, shall use only the side door to transport any items including but not limited to furniture, boxes, cartons, chests and suitcases into/out of the building. Under no circumstances are any items to be transported through the front entrance. The lobby is to be left free and clear of any items at all times.
5. The moving party and any persons assisting the moving party in moving shall comply with the reasonable directions of the building's maintenance staff. Any and all boxes, cartons, or other refuse, which the shareholder wishes to discard, must be disposed of in the manner directed by the superintendent or his staff.
6. With respect to parties moving in, the return of the damage deposit will be withheld until the superintendent confirms in writing (see below) that the apartment has been sufficiently carpeted in accordance with House Rule #32.

I have read and fully understand the terms above and have kept a copy of this agreement for my records. **Please note that the refund process may take up to 3 months due to administrative procedures.**

Moving Party 1

Moving Party 2

STATUS OF MOVE IN/OUT – RETURN OF MOVE IN/OUT DEPOSIT

Date: _____

Name of Resident(s): _____

Address: _____

NOTE: The managing agent may not refund the damage deposit to any party until the superintendent completes this section and returned to the office of the managing by the party moving.

TO BE COMPLETED BY THE SUPERINTENDENT AFTER MOVE-OUT OR MOVE-IN:

The Move-out ☐ / Move-in ☐ of the apartment took place on _____ (check one):

- ☐ No damage has occurred to the common areas
☐ The following damage occurred to the common areas

Date

Superintendent's Signature

FOR MOVE-IN ONLY:

The subject apartment has been inspected and is in compliance with House Rule 11 (80%) carpeted.

HOUSE RULES

See separate document.

Remainder of page intentionally left blank