



## SALE REQUIREMENTS FOR BOARD APPROVAL

**Please note:** 1 copy plus the original (1) of all papers are to be submitted to Hudsoncrest Properties Inc. 5683 Riverdale Avenue, Suite 203, Bronx, NY 10471, Attn: Dawn Martin. All copies must be collated AND each category must be stapled for each individual sets and in the order listed below for submission to the Board of Directors. *Incomplete packages will not be processed.* **NO DOUBLE SIDED COPIES!**

### ***Contract of Sale, Application and Financial Information:***

- Contract of Sale, fully executed
- Purchase application (use enclosed form)
- If purchase is to be financed, bank should provide:
  - A copy of the commitment letter and a copy of the Bank Loan Application (Fully executed)
  - Three original recognition agreements signed by a bank officer
- **AZTECH FORM ONLY**
- Financial Statement – Asset and Liability Statement and Yearly Income and Expense Statement – (use enclosed form) ***Please provide supporting documentation (statements)***
- Copies of the last two years 1040 tax returns complete with W-2 forms
- Statement from the applicant(s) explaining in details the source of funds for the purchase of apartment.
- Letter from employer on company letterhead stating position, annual salary and length of employment plus (2) weeks of most recent pay stubs.

### ***Reference Letters:***

- Reference letter from Landlord or Managing Agent (must provide (3) months of most recent cashed rent checks)
- Two (2) letters of professional references for each applicant
- Two (2) letters of personal reference for each applicant

### ***Forms to be either completed and/or signed:*** (Forms included with this package)

- Credit Release Authorization (Verified First Form)
- Emergency contact form
- Lead Paint Disclosure Form – to be signed by seller, purchaser, and broker if not included with contract of sale

### ***Forms to be signed at closing:*** (Forms will be provided at closing)

- Window Guard Rider
- Move-In and Move-Out Procedures and Fees

**\*\*If there is a GUARANTOR(s): Please submit the following information for the Guarantor(s) with the applicant(s) application package.**

- Purchase Application
- Financial Statement – Asset and Liability Statement and Yearly Income and Expense Statement – (use enclosed form) *Please attach supporting documentation (statements)*
- Copies of the last two years 1040 tax returns complete with W-2 forms
- Letter from employer stating position and annual salary, a name to verify, and telephone number
- Credit release authorization
- **Processing Fee: \$300.00** per person payable to **Hudsoncrest Properties Inc.**

**NON- REFUNDABLE FEES TO BE SUBMITTED WITH APPLICATION:**

(Only Certified/Bank check or Money Order accepted, paid by applicant(s))

- **Application Processing Fee: \$450.00** payable to **Hudsoncrest Properties Inc.** (Unmarried couples are subject to **\$900.00** processing fee)
- **Please note that 80% financing is permitted.**

**FEES TO BE COLLECTED AT CLOSING:** (Non-refundable unless otherwise noted)

**Seller's Fees: ALL CHECKS FROM THE SELLER MUST BE EITHER CERTIFIED, ATTORNEY ESCROW, OR BANK CHECKS.**

- **Administrative Fee: \$725.00** payable to **Hudsoncrest Properties Inc.**
- **Maintenance must be paid up to the date of closing.**
- **NOTE:** *Please be advised that the processing procedure can take up to ten (10) business days from the time we receive ALL required documents and consider the application complete.*

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**INSTRUCTIONS**

This form should be completed as follows: *Part I* by the prospective Seller (present tenant). If shares are presently owned by more than one person, *Part I* should be signed by each Seller. *Part II* by the prospective Purchaser (applicant). A copy of the contract of sale is to be provided by the Purchaser.

All questions should be answered and the application returned to:

Congressional Owners Inc.  
c/o Hudsoncrest Properties Inc.  
5683 Riverdale Avenue- Suite 203  
Riverdale, NY 10471

If the applicant presently resides at 609 Kappock Street and is a tenant-stockholder, the applicant may omit the answers to question 18-21 inclusive.

If the application is approved, a sum of \$725.00 for standard closing, will be payable. Please make all checks payable to Hudsoncrest Properties Inc. Maintenance, arrearage, and all other charges for the month in which closing takes place must be paid on or before closing.

## PART I

DATE: \_\_\_\_\_

TO:

I (We) hereby request the Board of Directors of Corp. to approve an assignment of the proprietary lease for Apartment No. \_\_\_\_\_ at 609 Kappock Street and the sale of \_\_\_\_\_ shares to the applicant named below in Part II. I (We) warrant that the purchase price stated in the contract of sale provided herewith is the total price being paid in connection with the sale of shares and/or the apartment, its fixtures, its improvements, and its contents.

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Seller's Signature

\_\_\_\_\_  
Home Telephone Number

***Note: The seller must sign this before submitting the application to the management.  
Otherwise the application will not be process.***

**PART II**

1. **Applicant's Name:** \_\_\_\_\_
2. **Date of Birth:** \_\_\_\_\_
3. **Social Security:** \_\_\_\_\_
4. **Home Address:** \_\_\_\_\_  
\_\_\_\_\_
5. **Home Telephone Number:** \_\_\_\_\_
6. **Name and Address of Employer (provide verification letter from employer):**  
\_\_\_\_\_  
\_\_\_\_\_
7. **Business Telephone Number:** \_\_\_\_\_
8. **Occupation:** \_\_\_\_\_
9. **Co-Applicant's Name:** \_\_\_\_\_
10. **Co-Applicant's Date of Birth:** \_\_\_\_\_
11. **Co-Applicant's Social Security:** \_\_\_\_\_
12. **Co-Applicant's Home Address:** \_\_\_\_\_
13. **Co-Applicant's Home Telephone Number:** \_\_\_\_\_
14. **Name & Address of Co-Applicant's Employer (provide verification letter from employer):**  
\_\_\_\_\_  
\_\_\_\_\_
15. **Co-Applicant's Business Telephone Number:** \_\_\_\_\_
16. **Co-Applicant's Occupation:** \_\_\_\_\_

Page 5**17. Estimated Annual Income from Occupation(s):****Applicant:** \$ \_\_\_\_\_**Co-Applicant:** \$ \_\_\_\_\_**From all other sources:** \$ \_\_\_\_\_**Total:** \$ \_\_\_\_\_**18. Will you live in the apartment as your primary residence?** \_\_\_\_\_**19. When will you move in?** \_\_\_\_\_**20. Do you intend to use the apartment to any extent for professional or business purposes?**  
\_\_\_\_\_**If so, state full details:** \_\_\_\_\_**21. Applicant's family consists of: (If there are any children, give ages.)**  
\_\_\_\_\_**22. Please list name, relationship and age of each person who will reside with you in the apartment:**

<u>Name</u>	<u>Relationship</u>	<u>Age</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**23. Financial References:****List two references – provide documentation:****1. Name:** \_\_\_\_\_**Address:** \_\_\_\_\_**2. Name:** \_\_\_\_\_**Address:** \_\_\_\_\_

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**24. Present Landlord:**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Dates of Occupancy:      From: \_\_\_\_\_ to \_\_\_\_\_  
 Rent: \_\_\_\_\_

**25. Previous Landlord (if at present residence less than five years):**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Dates of Occupancy:      From: \_\_\_\_\_ to \_\_\_\_\_  
 Rent: \_\_\_\_\_

**\*\*Please have landlord reference letter included in package\*\***

**26. Personal References:**

1.      Name: \_\_\_\_\_  
          Address: \_\_\_\_\_
  
2.      Name: \_\_\_\_\_  
          Address: \_\_\_\_\_
  
3.      Name: \_\_\_\_\_  
          Address: \_\_\_\_\_

**\*\*Please have reference letters included in package\*\***

**27. If you know any persons presently residing at 609 Kappock Street please list their names:** \_\_\_\_\_  
 \_\_\_\_\_

**28. Schools and colleges attended by applicant, co-applicant and members of family. \*List class and degree in each case:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**29. Address of all additional residences owned or leased:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**30. Are any pets to be maintained in the apartment?** \_\_\_\_\_

**If the answer is yes, indicate number and kind:** \_\_\_\_\_

\_\_\_\_\_

**31. List exact name or names in which shares are to be owned and lease to apartment is to be issued:** \_\_\_\_\_

\_\_\_\_\_

**32. Applicant's Attorney's Name:** \_\_\_\_\_

**33. Real Estate Agent's Name:** \_\_\_\_\_

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

**Telephone Number:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Real Estate Agent/Broker's Fee:** \_\_\_\_\_

**34. Do you intend to do any renovations or make any improvements in the apartment? If so please state general nature and approximate cost.** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**35. How do you intend to pay for the apartment?**

\_\_\_\_\_

\_\_\_\_\_

**36. If you intend to finance part of the purchase price with a loan, please state lender, amount of loan, and monthly payment.** \_\_\_\_\_

\_\_\_\_\_

**37. Are you party to any litigation? If so, please state the circumstances.**

\_\_\_\_\_

\_\_\_\_\_



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**38. Are there any tax liens outstanding against you? If so, please state the circumstances.**

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**39. Are there any other liens outstanding against you? If so, please state the circumstances.**

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**40. Have you ever been turned down for a loan or a credit card? If so, please explain.**

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**41. List total estimated monthly payments for apartment for first year (including maintenance, co-op loan, utilities) and total sources of estimated monthly income.**

**Estimated Monthly Payments:**

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**Estimated Monthly Income:**

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**42. Will you have homeowners insurance as of the date of the closing? \_\_\_\_\_**

**43. Please list amount of life insurance.**

**Applicant: \_\_\_\_\_ Co-Applicant: \_\_\_\_\_**

**44. Please list weekly benefit of disability insurance.**

**Applicant: \_\_\_\_\_ Co-Applicant: \_\_\_\_\_**

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**BALANCE SHEET AT THE LAST DAY OF MONTH IMMEDIATELY PRECEEDING  
DATE OF APPLICATION**

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<u><b>ASSETS</b></u>	
<b>1. CASH</b>	\$ _____
<b>2. CHECKING ACCOUNTS</b>	\$ _____
<b>3. SAVINGS ACCOUNTS, MONEY FUNDS</b>	\$ _____
<b>4. TOTAL CASH, BANKS AND MONEY FUNDS</b>	\$ _____
<b>5. MARKETABLE SECURITIES (furnish cover sheet showing balance of most recent statement for any major account)</b>	\$ _____
<b>6. LIFE INSURANCE NET CASH (list below)</b>	\$ _____
<b>7. SUBTOTAL LIQUID ASSETS</b>	\$ _____
<b>8. NON-MARKETABLE SECURITIES (list below)</b>	\$ _____
<b>9. REAL ESTATE OWNED (list below)</b>	\$ _____
<b>10. VESTED INTEREST IN RETIREMENT FUND</b>	\$ _____
<b>11. NET WORK OF BUSINESS OWNED</b>	\$ _____
<b>12. AUTOMOBILES/PLEASURE BOATS (list below)</b>	\$ _____
<b>13. MARKET VALUE OF FURNITURE &amp; PERSONAL PROPERTY</b>	\$ _____
<b>14. NOTES RECEIVABLE</b>	\$ _____
<b>15. OTHER ASSETS (explain below)</b>	\$ _____
<b>16. TOTAL ASSETS (explain below)</b>	\$ _____

**\*\*Please number explanatory material to correspond to numbers on the  
statement under the notes section\*\***

**BALANCE SHEET AT THE LAST DAY OF MONTH IMMEDIATELY PRECEEDING  
DATE OF APPLICATION**

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**LIABILITIES**

- |  |          |
|--|----------|
| <b>17. INSTALLMENT DEBT PAYABLE</b><br>(list below)          | \$ _____ |
| <b>18. OTHER UNSECURED LOANS</b><br>(list below)             | \$ _____ |
| <b>19. REAL ESTATE LOANS &amp; MORTGAGES</b><br>(list below) | \$ _____ |
| <b>20. AUTOMOBILE /BOAT LOANS</b><br>(list below)            | \$ _____ |
| <b>21. OTHER SECURED LOANS</b><br>(list below)               | \$ _____ |
| <b>22. OTHER LIABILITIES</b><br>(explain below)              | \$ _____ |
| <b>23. TOTAL LIABILITIES</b>                                 | \$ _____ |
| <b>24. NET WORTH (assets minus liabilities)</b>              | \$ _____ |

**\*\*NOTES\*\***

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**ESTIMATED BALANCE SHEET AT THE LAST DAY OF MONTH FOLLOWING  
CLOSING ON APARTMENT**

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<u><b>ASSETS</b></u>	
<b>1. CASH</b>	\$ _____
<b>2. CHECKING ACCOUNTS</b>	\$ _____
<b>3. SAVINGS ACCOUNTS, MONEY FUNDS</b>	\$ _____
<b>4. TOTAL CASH, BANKS AND MONEY FUNDS</b>	\$ _____
<b>5. MARKETABLE SECURITIES (furnish cover sheet showing balance of most recent statement for any major account)</b>	\$ _____
<b>6. LIFE INSURANCE NET CASH (list below)</b>	\$ _____
<b>7. SUBTOTAL LIQUID ASSETS</b>	\$ _____
<b>8. NON-MARKETABLE SECURITIES (list below)</b>	\$ _____
<b>9. REAL ESTATE OWNED (list below)</b>	\$ _____
<b>10. VESTED INTEREST IN RETIREMENT FUND</b>	\$ _____
<b>11. NET WORK OF BUSINESS OWNED</b>	\$ _____
<b>12. AUTOMOBILES/PLEASURE BOATS (list below)</b>	\$ _____
<b>13. MARKET VALUE OF FURNITURE &amp; PERSONAL PROPERTY</b>	\$ _____
<b>14. NOTES RECEIVABLE</b>	\$ _____
<b>15. OTHER ASSETS (explain below)</b>	\$ _____
<b>16. TOTAL ASSETS (explain below)</b>	\$ _____

**\*\*Please number explanatory material to correspond to numbers on the  
statement under the notes section\*\***

**ESTIMATED BALANCE SHEET AT THE LAST DAY OF MONTH FOLLOWING  
CLOSING ON APARTMENT**

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**LIABILITIES**

- |   |          |
|---|----------|
| <b>17. INSTALLMENT DEBT PAYABLE</b>             | \$ _____ |
| (list below)                                    |          |
| <b>18. OTHER UNSECURED LOANS</b>                | \$ _____ |
| (list below)                                    |          |
| <b>19. REAL ESTATE LOANS &amp; MORTGAGES</b>    | \$ _____ |
| (list below)                                    |          |
| <b>20. AUTOMOBILE /BOAT LOANS</b>               | \$ _____ |
| (list below)                                    |          |
| <b>21. OTHER SECURED LOANS</b>                  | \$ _____ |
| (list below)                                    |          |
| <b>22. OTHER LIABILITIES</b>                    | \$ _____ |
| (explain below)                                 |          |
| <b>23. TOTAL LIABILITIES</b>                    | \$ _____ |
| <b>24. NET WORTH (assets minus liabilities)</b> | \$ _____ |

**\*\*NOTES\*\***

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**I (We) represent(s) that the above statements and accompanying exhibits are true and correct. Verification may be obtained from any source named in the statements.**

**The undersigned Applicant(s) understand(s) that the consent of Congressional Owners Inc. is required for the proposed transfer of the proprietary lease and that the Board of Directors will rely on the information furnished above. It is also understood that the information requested is essential to the application because of the desire of the Cooperative to maintain a compatible group of residents in the building and to maintain the financial stability of the building. The Applicant(s) also agree to meet in person with representatives of the corporation. The Applicant(s) understand(s) that the cooperative corporation reserves the right to request further information.**

**Congressional Owners Inc. its officers, agents and representatives, Board of Directors, and shareholders, shall have no liability with respect to any matter or concerning any act of the proposed Seller in connection with any contract contemplated herein. The Corporation and its agents make no representation with respect to the value of the stock or the proprietary lease of the individual apartment involved, nor any representation regarding the financial condition for the corporation or any recommendation to the prospective Purchaser with respect to the advisability of the purchase.**

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**Applicant's Signature**

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**Co-Applicant's Signature**

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



18344 Oxnard St. Suite #101  
Tarzana, CA 91356  
Tel: 866-570-4949 | Fax: 866-570-5656  
clientservices@wescreenusa.com

## Disclosure And Authorization For Consumer Reports

### Disclosure

In connection with my application for employment (including contract or volunteer services) or application for tenancy with \_\_\_\_\_, at \_\_\_\_\_, I understand consumer reports will be requested by you ("Company"). These reports may include, as allowed by law, the following types of information, as applicable: names and dates of previous employers, reason for termination of employment, work experience, reasons for termination of tenancy, former landlords, education, accidents, licensure, credit, etc. I further understand that such reports may contain public record information such as, but not limited to: my driving record, judgments, bankruptcy proceedings, evictions, criminal records, etc., from federal, state, and other agencies that maintain such records.

In addition, investigative consumer reports (gathered from personal interviews, as applicable, with former employers or landlords, past or current neighbors and associates of mine, etc.) to gather information regarding my work or tenant performance, character, general reputation and personal characteristics, and mode of living (lifestyle) may be obtained.

### Authorization

**I hereby authorize procurement of consumer report(s) and investigative consumer report(s) by Company. If hired (or contracted), this authorization shall remain on file and shall serve as ongoing authorization for Company to procure such reports at any time during my employment, contract, or volunteer period. I authorize without reservation, any person, business or agency contacted by the consumer reporting agency to furnish the above-mentioned information.**

### **This authorization is conditioned upon the following representations of my rights:**

I understand that I have the right to make a request to the consumer reporting agency: Background Screeners of America ("Agency"), 18344 Oxnard Street, Ste. 101, Tarzana, CA 91356, telephone number 866-570-4949, upon proper identification, to obtain copies of any report furnished to Company by the Agency and to request the nature and substance of all information in its files on me at the time of my request. The request includes the sources of information and the Agency, on Company's behalf, to provide a complete and accurate disclosure of the nature and scope of the investigation covered by any investigative consumer report(s). The Agency will also disclose the recipients of any such reports on me which the Agency has previously furnished within the two year period for employment requests, and one year for other purposes preceding my request (California three years). I hereby consent to Company obtaining the above information from the Agency. I understand that I can dispute, at any time, any information that is inaccurate in any type of report with the Agency. I may view the Agency's privacy policy at their website: [www.wescreenusa.com](http://www.wescreenusa.com)

### **California, Minnesota and Oklahoma Residents:**

I understand that if the Company is located in California, Minnesota or Oklahoma, that I have the right to request a copy of any report Company receives on me at the time the report is provided to Company. By checking the following box, I request a copy of all such reports be sent to me. Check here: ☐

I have read and I  
understand this page.



\_\_\_\_\_  
Applicant Initials

**California Applicants:**

As a California applicant, I understand that I have the right under Section 1786.22 of the California Civil Code to contact the Agency during reasonable hours (9:00 a.m. to 5:00 p.m. (PTZ) Monday through Friday) to obtain all information in Agency's file for my review. I may obtain such information as follows: 1) In person at the Agency's offices, which address is listed above. I can have someone accompany me to the Agency's offices. Agency may require this third party to present reasonable identification. I may be required at the time of such visit to sign an authorization for the Agency to disclose to or discuss Agency's information with this third party; 2) By certified mail, if I have previously provided identification in a written request that my file be sent to me or to a third party identified by me; 3) By telephone, if I have previously provided proper identification in writing to Agency; and 4) Agency has trained personnel to explain any information in my file to me and if the file contains any information that is coded, such will be explained to me.

**New York Applicants:**

I understand that if I am applying for employment in New York, that I have the right to receive a copy of Article 23-A of the New York Correction Law \_\_\_\_\_ (initial if this applies).

**Washington Applicants:**

I understand that if the report is provided to an employer in the State of Washington, that I can contact the following office for more information regarding my rights under Washington state law in regard to these reports: State of Washington Attorney General, Consumer Protection Division, 800 5th Ave, Ste. 2000, Seattle, Washington 98104-3188, (206) 464-7744.

**Please complete all of the fields below:**

☐ I understand that I have rights under the Fair Credit Reporting Act and I acknowledge receipt of the Summary of Rights.

<b>Last Name:</b>	<b>First:</b>	<b>Middle:</b> Please check box if you do not have a middle name. <input type="checkbox"/>
<b>Social Security #:</b>		<b>Date of Birth:</b>
<b>Email:</b> (This is a required Field)		
<b>Current Address:</b>		<b>Previous Address:</b>
Street:		Street:
Apt or Unit #:		Apt or Unit #:
City:	State: Zip:	City: State: Zip:
<b>Drivers Lic. #:</b>		<b>State Issuing:</b>
<b>Former Name/Alias:</b>		

X \_\_\_\_\_  
Applicant Signature

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



# EMERGENCY CONTACT FORM

**HOME NUMBER** \_\_\_\_\_

\*between the hours of\* \_\_\_\_\_ and \_\_\_\_\_

**WORK NUMBER** \_\_\_\_\_

\*between the hours of\* \_\_\_\_\_ and \_\_\_\_\_

**ALTERNATE ADDRESS**

\_\_\_\_\_  
\_\_\_\_\_

**EMERGENCY CONTACT**

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

Relationship: \_\_\_\_\_

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

Phone: \_\_\_\_\_

\*between the hours of \* \_\_\_\_\_ and \_\_\_\_\_

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

Exhibit B

Apt: \_\_\_\_\_

COOPERATIVE SALES

LEAD WARNING STATEMENT – CONTRACTS 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 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.

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) check (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-base paint hazards in the Unit and/or common areas.

(b)\_\_\_\_\_ Records and reports available to the seller (check (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 reports or records 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) (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 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

(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) Acknowledgement (Agent (all Broker) to initial (f) below):**

(f)\_\_\_\_\_ Agent (All Brokers) has informed the Seller of the Seller's obligations under 42 U.S.C. 4852(d) 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 (Broker)	_____ Date

**CONGRESSIONAL OWNERS INC.**  
**MOVE-IN/OUT PROCEDURES**

THE BOARD OF DIRECTORS HAS ACCEPTED THE FOLLOWING RULES AND REGULATIONS GOVERNING MOVING IN OR OUT OF THE BUILDING.

1. PERSONS WISHING TO MOVE-IN OR OUT OF THE BUILDING MUST NOTIFY THE SUPERINTENDENT IN WRITING AT LEAST FIVE DAYS PRIOR TO THE MOVE DATE TO ALLOW FOR SCHEDULING. ETC....
2. ALL MOVES SHALL BE CONDUCTED DURING NORMAL BUSINESS HOURS ON WEEKDAYS (MONDAY TO FRIDAY 9:00 AM TO 4:30 PM).
3. A COMPLETED AND SIGNED COPY OF THIS FORM ALONG WITH A COPY OF INSURANCE MUST BE SUBMITTED TO THE MANAGEMENT OFFICE BEFORE ANY MOVES CAN TAKE PLACE.

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

SHOW PRESENT ADDRESS IF MOVING IN, FUTURE ADDRESS IF MOVING OUT:

\_\_\_\_\_  
(CITY, STATE & ZIP CODE)

DATE OF MOVE: \_\_\_\_\_ TIME REQUESTED: \_\_\_\_\_ AM \_\_\_\_\_ PM

HOME TEL # \_\_\_\_\_ WORK TEL # \_\_\_\_\_

\_\_\_\_\_ WILL BE MOVING OURSELVES OUR DAMAGE DEPOSIT CHECK OF \$300.00 MADE OUT TO CONGRESSIONAL OWNERS INC. A COPY OF HOMEOWNER'S INSURANCE IS ATTACHED.

\_\_\_\_\_ WILL BE USING PROFESSIONALS, INSURED MOVERS, and DAMAGE DEPOSIT CHECK FOR \$300.00 IS ATTACHED. MOVERS INSURANCE ATTACHED.

MOVING CO. \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE #: \_\_\_\_\_

NAME OF INSURANCE CO: \_\_\_\_\_

POLICY NUMBER OF MOVING CO: \_\_\_\_\_

TELEPHONE NUMBER OF INSURANCE CO: \_\_\_\_\_  
(PLEASE PROVIDE COPY OF COI)

PLEASE READ & SIGN: THE UNDERSIGNED UNDERSTANDS AND AGREES THAT WE ARE RESPONSIBLE FOR ANY DAMAGE TO COOP PROPERTY WHICH ARISES OUT OF OUR MOVING IN / OUT. THE UNDERSIGNED ALSO UNDERSTANDS THAT THEIR MOVE-IN/OUT DEPOSIT WILL BE FORFEITED IF MOVES OCCUR AT HOURS OTHER THAN THOSE STATED ABOVE WITHOUT RECEIVING PRIOR BOARD APPROVAL.

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

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

**CONTACT THE MANAGEMENT COMPANY & SUPERINTENDENT FOR ADDITIONAL FORMS WHEN SCHEDULING MOVE-OUTS OF THE BUILDING.**

PLEASE RETURN THIS SIGNED FORM WITH YOUR DAMAGE DEPOSIT CHECK FOR \$300.00 TO HUDSONCREST PROPERTIES INC. ATTN: ALYSSA CAMACHO (718) 796-5022 EXT. 222 SO THAT WE CAN SCHEDULE YOUR MOVE.

## CONGRESSIONAL OWNERS INC. HOUSE RULES

Revised 1 – 06 - 2020

These House Rules shall apply to shareholders and residents of the building as well as all family members, guests, invitees, and employees of Shareholders. The shareholder shall cause their cohabitants, family members, guests, invites, and employees to comply as applicable.

### **1) Animals**

No bird or animal shall be kept or harbored in the Building without the prior written consent of the Corporation; such permission shall be revocable by the Corporation. Any pet owner is fully liable for any expense incurred to correct soils or damage to any portion of a public area caused by their pet. No pigeons or other birds or animals shall be fed from the windowsills, terraces, balconies or in the yard, court spaces or other public portions of the Building, or on the sidewalks or street adjacent to the Building.

Dogs are not allowed to be harbored in or visit the Building.

### **2) Bicycles, etc.**

Personal property of residents including but not limited to bicycles, scooters or similar vehicles shall not be ridden or allowed to stand in the public halls, passageways, lobbies or common areas of the Building.

See “Section 19: Storage” for information regarding the Bicycle Storage room.

### **3) Building Employees**

No Shareholder shall send any employee of the Corporation out of the Building on any private Shareholder business during employee’s normal working hours.

### **4) Carpeting and Rugs**

Unless expressly authorized by the Board of Directors in each case, the floors of each apartment must be covered with rugs or carpeting supported by sufficient carpet padding or equally effective noise-reducing material, to the extent of at least eighty (80%) percent of the floor area of each room excepting only kitchens, pantries, bathrooms, closets and foyer.

### **5) Carts**

The Corporation provides utility/luggage carts for shareholder convenience. These carts are only to be used for their intended purpose and should be returned to their designated place (outside of the garage door on the 2<sup>nd</sup> floor) immediately after use.

### **6) Professional Units Hours of Operation**

Pursuant to the rights granted to the Board of Directors in Paragraph 53 of the Proprietary Lease, the hours of operation for the Professional Units shall be Monday thru Saturday from 8:00AM to 6:00PM.

### **7) Complaints**

Complaints regarding the service of the Building shall be made in writing to the managing agent.

Joseph Driscoll is our Managing Agent at Hudsoncrest Properties, Inc.

(718) 796-5022 ext. 236 @ [Joseph.D@hcuprealty.com](mailto:Joseph.D@hcuprealty.com)

**8) Deliveries**

All deliveries of furniture, appliances and oversized items must be scheduled with the Managing Agent and Superintendent and a Certificate of Insurance must be presented to the Managing Agent before delivery is made. ALL such deliveries must be made on Monday – Friday (excluding legal holidays) between 9:00 a.m. and 5:00 p.m. and only through the second-floor lobby.

**9) Fire and Carbon Monoxide Detectors**

Shareholders shall comply with all applicable laws regarding carbon monoxide and smoke/fire detectors including, without limitation, New York City Local Laws and shall pay any and all fees and charges due thereunder.

**10) Garbage and Recycling**

Garbage and refuse from the Apartments shall be disposed of in such manner as the Superintendent or the Managing Agent of the Building may direct. All bulk items (including but not limited to refrigerators, stoves, couches, TVs, etc.) are not to be placed in or against any part of the Building. Shareholders are solely responsible for the disposal of their bulk items and any construction debris. All Shareholders shall separate their trash into "recyclable" and "non-recyclable" materials.

There are chutes for non-recyclable garbage on each floor and containers on the first floor. The following rules shall be observed with respect to the garbage chutes on each floor:

- A) Debris should be completely drip-free and securely wrapped or bagged before it leaves the Apartment and put down the chute.
- B) Under no circumstances should flammable, explosive, highly combustible substances or lighted cigarettes or cigar stubs be thrown into the garbage chute.
- C) Vacuum cleaner debris bags must be wrapped in a securely tied bag or package before being placed down the chute.
- D) The Superintendent shall be notified of any drippings, or moist refuse, appearing on incinerator closet floor and corridors.

The Building has designated and labeled containers for recyclable materials on the first floor. It is the responsibility of the Shareholder to comprehend and comply with NYC recycling rules. The Corporation may also establish other regulations regarding the disposal of refuse. The Shareholder shall be charged the cost of any fees or expenses incurred by the Corporation due to the failure of Shareholder to comply with the requirements imposed by law or the regulations set forth by the Corporation including, but not limited to, fees, fines, or penalties imposed on the Corporation by any governmental agency and reasonable attorneys' fees and disbursements.

**11) Guests**

The Shareholder shall notify the Managing Agent of the identity of every person authorized by the Shareholder to occupy the Apartment in the absence of the Shareholder.

**12) Hallways, Stairways and Lobbies**

The public halls and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartments in the Building, and the fire escapes shall not be obstructed in any

## CONGRESSIONAL OWNERS INC. HOUSE RULES

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way. No public area of the Building shall be decorated or furnished by any Shareholder in any manner without prior consent of the Board of Directors. Residents shall not place, store, or stand any objects outside of their Apartment. Anything left outside an Apartment is subject to removal by building personnel.

No one is permitted on the roof.

No patient of any doctor or client of any vendor who has offices in the Building shall be permitted to wait in the lobby.

No one shall play in the public halls, courts, stairways, fire escapes or elevators. Nor shall anyone be allowed to play, ride a bicycle, roller skate, or skate board or partake in similar activities in the parking lot.

### **13) Inspections for Infestations and Emergencies**

The agents of the Corporation, and any contractor or workman authorized by the Managing Agent may enter any Apartment at any reasonable hour of the day for the purpose of inspecting such Apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate them.

The occupant of the Apartment is responsible for the maintenance and cleanliness of their respective apartment. If a vermin infestation originates in an Apartment due to neglect, the Shareholder of that Apartment shall be responsible for any costs incurred to eliminate the infestation.

### **14) Insurance**

Homeowner's insurance for individual Apartments should be maintained by all Shareholders. Shareholders must submit a copy of their Homeowner's Insurance and a Copy of their Vehicle Insurance(if they own a Parking Spot) to Management Company.

### **15) Laundry Room**

Shareholders, residents and guests shall use the laundry facilities only during such days/hours designated by the Board of Directors.

Users of the laundry facilities should make their best efforts to remove their items in a timely manner and clean out dryer filters after use.

The carts provided in the laundry room shall not be used to transfer items to or from the Apartments. They are strictly for the transference of laundry from washer to dryer to table.

Laundry machines are not allowed in Apartments. The sole exception is the combination of two Apartments and only when one kitchen has been fully converted - with NYC and Building approval – to accommodate such laundry equipment.

### **16) Noise and Disturbances**

No one shall make or permit any disturbing noises in the Building or do or permit anything to be done that will interfere with the rights, comfort, or convenience of other shareholders/residents. Music or other noises between the hours of 11:00 p.m. and the following 8 a.m. is not allowed if it disturbs other occupants of the Building.

No construction, repair work or other installation involving noise shall be conducted in any Apartment except on weekdays (not including legal holidays) and only between the hours of 8:30 a.m. and 5:00 p.m.

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All contractors must have proper insurance and a copy of same must be furnished to the Managing Agent prior to commencement of work and as part of the approval process. All contractors must conform to the rules and regulations of the local building codes.

All work must be made available for inspection by representatives of the Managing Agent and the appropriate local building department authorities.

No one shall make any changes to the electrical, heating or plumbing systems nor make any non-cosmetic changes to an apartment or the Building without submitting such written plans to the Managing Agent for the Board's approval.

### **17) Parking**

No vehicle belonging to a Shareholder or to a member of the family or guest, subtenant or employee of a Shareholder shall be parked in such manner as to impede or prevent ready access to any entrance of the Building – or another parking space - by another vehicle.

Parking spaces are not to be used for storage of personal items or automotive/ mechanical parts. No auto repairs such as oil/transmission fluid changes shall be performed in parking spaces.

Double parking behind any vehicle is not allowed in the Property.

### **18) Pool**

Official Pool Rules are distributed before each summer pool season.

### **19) Showings**

No group tour or exhibition of any Apartment or its contents shall be conducted, nor shall any auction sale or tag sale be held in any Apartment without the consent of the Corporation and/or its managing agent.

### **20) Smoking**

Smoking is not permitted in any public area of the Building, including without limitation, the lobby, elevator, public halls, stairways, pool, garden/barbecue area, balconies, rear and front of the building.

### **21) Storage**

Storage units and bicycle slots, when available, may be rented by Shareholders. These units are obtained by request from the Managing Agent on a first come basis and a monthly fee is charged. Property is stored at the sole risk of the Shareholder. No perishable property or flammable items may be stored in the units. Any such facility shall be kept clean and hazard free by the Shareholder. No items are to be stored outside of their unit.

### **22) Violations & Fines**

Violations of the House Rules and Proprietary Lease shall be punishable by the imposition of fines by the Board of Directors, the amount of which shall be payable in full by the shareholder within ten (10) days after notice thereof.

The imposition of fines shall become effective upon the notice of such being furnished to each shareholder. The offense count shall be reset or reduced after one (1) year (365 days) from last offense, unless otherwise determined by the Board. At least one (1) appeal to any above fine shall be granted upon written request by the shareholder. Subsequent appeals may be denied upon the discretion of the Board. Any requests for temporary exceptions/waivers or special considerations to the House Rules must be submitted in writing at least ten (10) business days before the event date. The Board reserves the right to

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deny any applications. The list of violation and their attendant fines shall be distributed in a separate addendum to these House Rules.

### **23) Water Closets (Toilets, sinks, etc.)**

Shareholder is responsible for any damage caused as a result of a defect or leak in added equipment.

Toilets, sinks, bathtubs and other water apparatus in the Building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags, or any other article be thrown into the water closets or down their drains.

The cost of repairing any damage resulting from misuse of any toilets or other apparatus shall be paid by the Shareholder in whose apartment it was caused.

### **24) Windows, Balconies and Exterior Walls**

No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Building, except such as shall have been approved in writing by the Board or the managing agent. However, holiday decorations are allowed in windows, but only for thirty (30) days prior to and thirty (30) days after a holiday.

No awnings, window air-conditioning units or ventilators shall be used in or about the Building except such as shall have been expressly approved by the Corporation or the Managing Agent, nor shall anything be projected out of any window of the Building without similar approval.

There shall be no new air-conditioning units placed in windows, or replacements for any currently within windows. Air-conditioning sleeves shall be exclusively used for the placement of any new air conditioners.

No antennae, satellite dish or other electronic device shall be attached to or hung from the exterior of the Building including terrace or balcony railings without written approval of the Corporation. No cable wires are to be extended outside the window of any Apartment.

No article shall be hung or shaken from the doors, windows, terraces or balconies or placed upon the windowsills of the Building.

The Shareholder shall keep the windows of the Apartment clean. In case of refusal or neglect of the Shareholder during ten (10) days after notice in writing from the managing agent to clean the windows, such cleaning may be done by the Superintendent, which shall have the right, by its officers or authorized agents, to enter the apartment for the purpose and to charge the cost of such cleaning to the Shareholder.

Shareholder shall be responsible to maintain, repair and replace any replacement windows installed by the Shareholder or his/her predecessor.

All apartments with children *living* in the apartment, aged ten (10) years or younger *must* have window guards. The Shareholders must inform the Managing Agent if any children under ten (10) years of age are living in the apartment. The Shareholders must allow the Superintendent access to the Apartment for inspection and installation. The Shareholder shall be responsible for the cost of installing window guards.

### **25) Amendment of House Rules**

Any consent or approval given under these House Rules by the Building shall be revocable at any time. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors.



**CONGRESSIONAL OWNERS INC. HOUSE RULES**

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**26) Fines for Violations of House Rules & Proprietary Lease**

Violations of the following provisions of the House Rules and Proprietary Lease shall be punishable by the imposition of the following fines by the Board of Directors, the amount of which shall be payable in full by the shareholder within ten (10) days after notice. The 1<sup>st</sup> Offense will be addressed by a written warning thereof:

	<b>2nd Offense</b>	<b>3rd Offense</b>	<b>4th Offense</b>
Alterations / contractors, Unauthorized	\$150.00	\$400.00	\$750.00
Ball Playing/Skateboarding/Bike Riding et al., in Common Areas	\$ 25.00	\$ 50.00	\$100.00
Carts, Failure to return to Storage Area/Laundry Room	\$ 25.00	\$ 50.00	\$100.00
Dogs in apartment	\$ 75.00	\$200.00	\$400.00
Floor Covering, Improper	\$150.00	\$400.00	\$750.00
Hallways, Obstructed	\$150.00	\$400.00	\$750.00
Laundry machines in apartment, Unauthorized	\$150.00	\$400.00	\$750.00
Moving and Deliveries (Furniture, appliances, etc) with Nonstandard Carrier ( <u>not</u> USPS, UPS, Fed Ex, etc.)			
- Improper Time	\$150.00	\$400.00	\$750.00
- Improper Day	\$150.00	\$400.00	\$750.00
- Use of Front Entrance	\$150.00	\$400.00	\$750.00
- Lack of Notification	\$150.00	\$400.00	\$750.00
Parking spot, storage of items, Double Parking	\$ 75.00	\$200.00	\$400.00
Recycling, Improper	\$ 75.00	\$200.00	\$400.00
Smoking on Premises	\$ 75.00	\$200.00	\$400.00
Trash Disposal, Improper	\$ 75.00	\$200.00	\$400.00

The imposition of the foregoing fines shall become effective upon the notice of such being furnished to each shareholder. The offense count shall be reset or reduced after one (1) year (365 days) from last offense, unless otherwise determined by the Board of Directors.

At least one (1) appeal to any above fine shall be granted upon written request by the shareholder. Subsequent appeals may be denied upon the discretion of the Board of Directors.

**27) Amendment of House Rules**

Any requests for temporary exceptions/waivers or special considerations to the House Rules must be submitted in writing at least ten (10) business days before the event date. The Board of Directors reserves the right to deny any applications.

RESOLUTION OF THE BOARD OF DIRECTORS  
CONGRESSIONAL OWNERS, INC.  
AMENDMENT TO HOUSE RULES

WHEREAS, pursuant to Paragraph 53(a) of the Proprietary Lease of Congressional Owners, Inc. (the "Corporation") the Board of Directors (the "Board") may impose reasonable rules and regulations from time to time regarding the use of the professional apartments as an office; and

WHEREAS, the Board desires to expand the hours of operation of the professional apartments.

NOW, THEREFORE, be it

RESOLVED, that paragraph 6 of the House Rules shall be amended to read in its entirety as follows:

**6) Professional Apartments Hours of Operation**

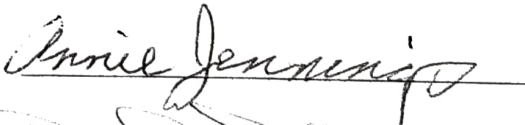
The hours of operation for the Professional Apartments shall be Monday thru Saturday from 8:00AM to 8:00PM.

The foregoing House Rules will become effective on April 1<sup>ST</sup>, 2020.


IN WITNESS WHEREOF, I have signed and sealed this Resolution on the \_\_\_\_ day of April, 2020.

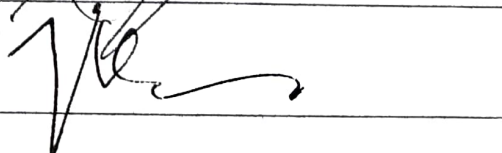
CONGRESSIONAL OWNERS, INC.

By: 

By: 

By: 

By: 

By: 

By: \_\_\_\_\_