



www.mgre.com

1981 Marcus Avenue Suite C131 Lake Success, NY 11042
Phone (516) 944-5000 Toll free 1-866-470-MGRE
Fax (516) 801-6153

MARK GREENBERG
REAL ESTATE CO. LLC

14 East 60th Street New York, New York 10022
Phone (212) 888-8811 Fax (212) 759-2525

MEMORANDUM

TO: SHAREHOLDERS AND PROSPECTIVE SUBTENANTS AT CLINTON HILL
APARTMENT OWNERS CORP., BROOKLYN, NEW YORK.

FROM: JOYCE STRACCI (516) 944-5000 Ext. 224
E-mail: jstracci@mgre.com

RE: SUBLET PROCEDURES

ALL APPLICATIONS ARE TO BE SENT DIRECTLY TO JOYCE STRACCI, MGRE, 1981 MARCUS AVENUE, #C131, LAKE SUCCESS, NY 11042, PLEASE SUBMIT ALL APPLICATIONS THREE WEEKS PRIOR TO THE INTERVIEW DATE.

INTERVIEWS ARE CONDUCTED ON THE FIRST WEDNESDAY OF EVERY MONTH.

TERM OF SUBLEASE MAY NOT EXCEED A ONE (1) YEAR PERIOD. SHOULD YOU WISH TO EXTEND YOUR CURRENT SUBLEASE, A REQUEST MUST BE MADE THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE OF THE SUBLEASE. RENEWALS ARE ONLY CONSIDERED ON A YEAR TO YEAR BASIS.

ANY SHAREHOLDER WHO PERMITS A PERSON(S) TO MOVE INTO A UNIT WITHOUT BOARD CONSENT IS IN DIRECT VIOLATION OF THEIR PROPRIETARY LEASE AND IS SUBJECT TO AN ILLEGAL SUBLET FEE OF \$25.00 PER SHARE, AN ADMINISTRATIVE FEE OF \$1,000.00, AND LEGAL ACTION.

Please return THREE (3) copies of the application together with (3) sets of the items requested below All items must be submitted by the 15th of the month in order for you to meet with the Sublease Committee the following month. The Sublease Committee is generally held on the first Wednesday of the month.. Your information must be COLLATED into THREE (3) sets; your failure to follow any of these instructions, exactly, will delay processing of your package. Only completed packages will be sent to the Board of Directors for review and approval.

1. FULLY EXECUTED SUBLEASE AGREEMENT (form not included) AND RIDER (form included), if not previously submitted; together with required LEAD-BASED PAINT RIDER, according to the New York State Law. The sublease should include the following language **“This sublease is subject to the Board of Directors approval and subordinate to the terms of the Proprietary Lease.”**



www.mgre.com

1981 Marcus Avenue Suite C131 Lake Success, NY 11042
Phone (516) 944-5000 Toll free 1-866-470-MGRE
Fax (516) 801-6153

MARK GREENBERG
REAL ESTATE CO. LLC

14 East 60th Street New York, New York 10022
Phone (212) 888-8811 Fax (212) 759-2525

2. A completed Sublease Application (enclosed)
3. Copy of current Driver's License (Picture I.D.) and Social Security Card
4. Copies of last two (2) years W-2 forms, and income tax returns on each applicant
5. Copy of last four (4) pay stubs on each applicant
6. Last six (6) months canceled rent checks or money orders
7. Information and credit report release form (enclosed)
8. Notification of legal address for Shareholder (enclosed)
9. Sublease Acknowledgment Form (enclosed-Shareholder's signature is required)
10. Signed Applicant Release Form (enclosed)
11. Move-in Policy (enclosed)
12. Window Guard Notice (enclosed) to be filled in and signed by proposed applicant

Please note that Items 3, 4, 5, & 7 must be submitted for each applicant (i.e., husband and wife, roommates or applicant and guarantor). A guarantor if applicable, must complete their own credit authorization form in the application package. Please make an additional photocopy of this form for completion by guarantor.

13. The following fees must be submitted together with the package. Applications will not be processed without fees. If checks are not written as indicated below, the checks will be returned and the application will not be processed until the proper checks are submitted.

\$25.00 Credit Report Fee on each applicant payable to CLINTON HILL APARTMENTS OWNERS' CORP. (to be submitted with package) - non-refundable

\$200.00 Move-in refundable deposit, check made payable to CLINTON HILL APARTMENTS OWNERS' CORP.



www.mgre.com

1981 Marcus Avenue Suite C131 Lake Success, NY 11042
Phone (516) 944-5000 Toll free 1-866-470-MGRE
Fax (516) 801-6153

**MARK GREENBERG
REAL ESTATE CO. LLC**

14 East 60th Street New York, New York 10022
Phone (212) 888-8811 Fax (212) 759-2525

\$6.00 per share - Year 1
\$8.00 per share - Year 2
\$10.00 per share - Year 3

Check made payable to CLINTON HILL APARTMENT OWNERS, CORP. representing payment of an annual sublet fee. Please note that this is an annual fee which must be submitted with a renewal or extension of the lease.

\$150.00 Check made payable to CLINTON HILL APARTMENT OWNERS CORP., representing the application fee

\$250.00 A non-refundable processing fee, made payable to MGRE.

Upon receipt of the completed application, documentation requested and all applicable fees; a background check on the applicant(s) will be conducted. Once a completed background check has been received in our office, the package will be forwarded to the Board of Directors for review and an interview will be scheduled. Board of Directors interviews are held at a mutually convenient date.

PLEASE NOTE THAT REGARDLESS OF THE LEASE COMMENCEMENT DATE, NO MOVE-IN CAN OCCUR UNTIL BOARD APPROVAL IS GRANTED.

After move-in has been completed, please ask the superintendent to inspect the apartment and call me for return of the move-in deposit. It will take approximately two weeks from the time of approval for your check to be returned.

PLEASE NOTE THAT IN ORDER TO PROCESS AN APPLICATION, THE SHAREHOLDER'S ACCOUNT MUST BE IN GOOD STANDING INCLUDING ANY SUBLET FEES.

PLEASE ALLOW AT LEAST TWO WEEKS TO PROCESS AN APPLICATION.

RIDER TO COOPERATIVE SUBLEASE AGREEMENT
BETWEEN _____ (LANDLORD/SHAREHOLDER)
AND _____ (SUBTENANT)

COOPERATIVE DOCUMENTS

This sublease shall be subject and subordinate to: (i) the Proprietary Lease for the Apartment between Apartment Corporation as lessor, and Owner, as lessee; (ii) the Rules and Regulations of the Apartment Corporation (which are sometimes called House Rules); and (iii) the By-Laws of the Apartment Corporation. (The Proprietary Lease, the Rules and Regulations and the By-Laws of the Apartment Corporation and all amendments thereto, including any amendments subsequent to the date hereof, are collectively called the "Cooperative Documents.") In the event of any inconsistency between the provisions of this Sublease and the Cooperative Documents, the provisions of the Cooperative Documents shall govern and be binding.

You and the Permitted Occupants of the Apartment shall faithfully observe and comply with the Cooperative Documents, other than the provisions of the Cooperative Documents required to be performed by Owner (which include the payment of rent for the Apartment to the Apartment Corporation). You and the Permitted Occupants of the Apartment shall not undertake any action which, if performed by Owner, would constitute a violation of the Cooperative Documents. You have reviewed the Cooperative Documents or waived their examination.

Dated: _____

Landlord/Shareholder

Sublessee

Sublessee

CHAOC - CLINTON HILL APARTMENT OWNERS CORP.
Management Office
345 Clinton Avenue, Brooklyn, NY 11238
(718) 783-4680
(718) 783-3639 fax #

NOTIFICATION OF LEGAL MAILING ADDRESS FOR UNIT OWNERS

All communications and invoices concerning the Ownership of Unit # _____ at _____
Clinton Avenue, Brooklyn, NY, should be sent to the following address, rather than to the
building:

Owner's Name: _____

Address: _____

Home Telephone #: _____

Work Telephone #: _____

In case of emergency, please notify:

Owner's Signature

Date



MARK GREENBERG REAL ESTATE CO. LLC

1981 Marcus Avenue • Lake Success, N.Y. 11042
545 Madison Avenue • New York, N.Y. 10022
E-Mail info@mgre.com

516-944-5000 FAX 516-801-6153
212-888-8811 FAX 212-759-2525
Website: www.mgre.com

ALL APPLICANTS OR INDIVIDUALS WHO ARE TO RESIDE IN THE APARTMENT BEING SUBLET, MUST COMPLETE AND SIGN A CREDIT APPLICATION. PLEASE MAKE ADDITIONAL COPIES OF THE ATTACHED FORM IF THERE ARE CO-APPLICANTS; A GUARANTOR; OR IF MORE THAN ONE ADULT OVER THE AGE OF EIGHTEEN (18) IS TO LIVE IN THE APARTMENT.

IMPORTANT NOTICE

TO: ALL RESIDENTS OF CLINTON HILL APARTMENTS
FROM: MARK GREENBERG REAL ESTATE COMPANY, LLC
RE: MOVE-IN / MOVE-OUT PASSES

**MOVE-IN -OR- MOVE-OUT PASSES MUST BE PICKED UP IN PERSON,
AND GIVEN TO THE SECURITY OFFICER ON DUTY.**

ALL RESIDENTS MUST OBTAIN A PASS FROM THE ON-SITE
MANAGEMENT OFFICE AT LEAST ONE DAY IN ADVANCE TO
SCHEDULE A MOVE-IN OR MOVE-OUT.

**ALL MOVE-IN'S OR MOVE-OUT'S MUST GO THROUGH THE
BASEMENT AREA.**

CHAOC - CLINTON HILL APARTMENT OWNERS CORP.
Management Office
345 Clinton Avenue, Brooklyn, NY 11238
(718) 783-4680
(718) 783-3639 fax #

APPLICATION FOR SUBLEASE

Date of Occupancy: _____ Monthly Rent \$ _____

Building Address: _____

Name: _____

Current Address: _____

Length of time at current address: _____ Current Rent \$ _____

Previous Address: _____

Date of Birth: _____ SS #: _____

Telephone (home): _____ Work #: _____

Present Employer: _____

Length of Employment: _____

Company Address: _____

Occupation: _____ Annual Salary \$ _____

Additional Income \$ _____ Drivers License #: _____

Present Landlord (name, address, & phone #): _____

All persons to occupy apartment must attend the interview with the Boar of Directors.

Persons to occupy apartment with you and relationship: _____

Pets: _____

CHAOC - CLINTON HILL APARTMENT OWNERS CORP.
Management Office
345 Clinton Avenue, Brooklyn, NY 11238
(718) 783-4680
(718) 783-3639 fax #

INFORMATION AND CREDIT COLLECTION AUTHORIZATION

Building Address: _____

Apartment #: _____

Applicant(s) Name: _____

Current Address: _____

Previous Address: _____

Social Security #: _____

Date of Birth: _____

Our policy is to screen all prospective tenants through the use of a certified information collection agent which will collect relevant information including a credit profile search, landlord / tenant record, interview with you, your friends, neighbors, present and past employers, and other references.

The fee for this service is \$25.00 per applicant to be paid by you.

The fee for this service is not refundable under any circumstance even if you are denied the rental of the apartment or if you change your mind and do not rent / buy.

I / We have read the above agreement and agree to its terms. I have received a copy of this document and are supplying the necessary information to conduct this collection of information and credit profile search, and I / We, authorize same.

Applicant Signature

Date

Applicant Signature

Date



MARK GREENBERG REAL ESTATE CO. LLC

1981 Marcus Avenue • Lake Success, N.Y. 11042 516-944-5000 FAX 516-801-6153
545 Madison Avenue • New York, N.Y. 10022 212-888-8811 FAX 212-759-2525
E-Mail info@mgre.com Website: www.mgre.com

WINDOW GUARDS REQUIRED

You are required by law (Section 131.15 of the New York City Health Code) to have window guards installed if a child ten (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)
- * If a child ten (10) years 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 ten (10) years or younger live in apartment
- _____ No children ten (10) years of age or younger live in my apartment
- _____ I want window guards even though I have no children ten (10) years of age or younger

Address of Property: _____

Apartment #: _____

SHAREHOLDER SIGNATURE

SUBTENANT SIGNATURE

SHAREHOLDER - PRINT NAME

SUBTENANT - PRINT NAME

DATE

***PLEASE BE ADVISED THAT YOU WILL BE CHARGED A FEE FOR INSTALLATION OF WINDOW GUARDS.**

SUBLEASE ACKNOWLEDGMENT FORM

I / We, the undersigned, hereby submit this Application to sublet apartment # _____, at _____ Clinton Avenue, Brooklyn, N.Y. I / We hereby understand the following:

1. The proposed sublease cannot be consummated without the Board’s consent.
2. I / We have read and agree to abide by The Proprietary Lease and House Rules which govern the occupancy of the apartment by its residents and which govern the occupancy by the applicant(s), and I / We agree to abide and be bound by all the relevant terms and conditions including, without limitation, any amendment thereof.
3. In no event will the Corporation, the Board of Directors, or its Agents be responsible for any liabilities or expenses incurred by any applicant(s) in the course of or part of the application process, including without limitation, it’s approval or disapproval.
4. While the Board of Directors will attempt to promptly review all applications, the Corporation, the Board of Directors, and its Agents assume no responsibility of expenses or liabilities resulting from any delay in its review, granting of its decision, or communication of same.
5. Falsification of any following information submitted in this application, or omission of material information on this form, may result, without limitation in the denial of this application and/or revocation of the Board of Directors’ approval of the sublease.
6. The undersigned acknowledges that, if this application is accepted it is understood and agreed that the undersigned will not violate any provision of the Proprietary Lease, House Rules, or By-Laws.

The undersigned also acknowledges that none of the following conditions will take place without the prior written consent of the Board of Directors:

- a. Structural alterations
- b. The apartment will not be sublet by the applicant
- c. No one other than the Applicant and his/her/their approved occupant, will be permitted to reside in the apartment
- d. The apartment will not be used for other than residential purposes

The undersigned confirms the accuracy of all the information contained herein:

Shareholder’s Signature

Date

Shareholder’s Signature

Date

CHAOC - CLINTON HILL APARTMENT OWNERS CORP.
Management Office
345 Clinton Avenue, Brooklyn, NY 11238
(718) 783-4680
(718) 783-3639 fax #

APPLICANT'S RELEASE

RE: # _____ CLINTON AVENUE, APARTMENT # _____

The undersigned applicant(s) is (are) submitting an application to sublease the above referenced apartment.

Applicant has submitted payment for certain fees, including, but not limited to fees to check applicants' credit and to process this application.

Applicant acknowledges that the application to sublease the apartment may or may not be approved by the Board of Directors of the Cooperative Corporation owning the building in its sole discretion, and that if the application is not approved, no reason for the disapproval needs to be given. Whether the application is approved or not approved, certain costs and expenses will be incurred and the fees described above will not be refunded to the applicant(s).

The applicant releases both the Cooperative Corporation and the Managing Agent from any liability for the return of these funds incurred in processing the application, and agrees that in the event the applicant seeks recovery of such fees, the applicant shall be liable for all costs and expenses (including attorneys fees) incurred by the Cooperative Corporation and Managing Agent.

Subtenant

Date

Subtenant

Date

CHAOC - CLINTON HILL APARTMENT OWNERS CORP.

Management Office

345 Clinton Avenue, Brooklyn, NY 11238

(718) 783-4680

(718) 783-3639 fax #

MOVE-IN POLICY

TENANT NAME: _____

MOVE-IN DATE: _____

SHAREHOLDER NAME: _____

BUILDING ADDRESS: _____

MOVE-IN POLICY

In order to maintain a certain level of security in the Clinton Hill complex, the following move-in procedures will go into effect as of March 1, 1994:

THE MANAGEMENT OFFICE MUST BE NOTIFIED TWO DAYS IN ADVANCE

- \$200.00 refundable move-in / out fee - This fee will be refunded after move-in / out providing there is no property damage and all move-in / out procedures are complied with during the move-in / out process
- All move-in / out must comply with the following schedule:

Saturdays:	12:00 (noon) to 3:00 p.m.
Wednesdays:	9:00 a.m. to 4:00 p.m.
1st day of any month (except Sundays):	9:00 a.m. to 4:00 p.m.

ALL MOVE-IN / OUT MUST USE THE BASEMENT AREA FOR ACCESS.

NO MOVE-IN / OUT WILL BE PERMITTED AFTER 4:00 P.M. ON ANY DAY.

I fully understand that failure to abide by the above move-in / out policy will result in forfeit of part or all of the \$200.00 deposit.

TENANT SIGNATURE: _____

DATE: _____

APPENDIX A

LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR PREVENTION OF LEAD-BASED PAINT HAZARDS—INQUIRY REGARDING CHILD

You are required by law to inform the owner if a child under seven years of age resides or will reside in the dwelling unit (apartment) for which you are signing this lease/commencing occupancy. If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. **IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD.** If you do not respond to this notice, the owner is required to attempt to inspect your apartment to determine if a child under seven years of age resides there.

If a child under seven years of age does not reside in the unit now, but does come to live in it at any time during the year, you must inform the owner in writing immediately. If a child under seven years of age resides in the unit, you should also inform the owner immediately at the address below if you notice any peeling paint or deteriorated subsurfaces in the unit during the year.

Please complete this form and return one copy to the owner or his or her agent or representative when you sign the lease/commence occupancy of the unit. Keep one copy of this form for your records. You should also receive a copy of a pamphlet developed by the New York City Department of Health and Mental Hygiene explaining about lead-based paint hazards when you sign your lease/commence occupancy.

- CHECK ONE: A child under seven years of age resides in the unit
 A child under seven years of age does not reside in the unit.

_____ (Occupant signature)

Print occupant's name, address and apartment number: _____

(NOT APPLICABLE TO RENEWAL LEASE) Certification by owner: I certify that I have complied with the provisions of §27-2056.8 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder relating to duties to be performed in vacant units, and that I have provided a copy of the New York City Department of Health and Mental Hygiene pamphlet concerning lead-based paint hazards to the occupant.

_____ (Owner signature)

RETURN THIS FORM TO: _____
MARK GREENBERG
REAL ESTATE CO. LLC
1981 Marcus Ave. Suite C131
Lake Success, NY 11042

OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS
OWNER COPY/OCCUPANT COPY

What Every Tenant Should Know About LOCAL LAW 1

PREVENTING CHILDHOOD LEAD POISONING

- 1. What Tenants Should Know Page 1**
 - What landlords must do
 - Work covered by the law
 - Ways to repair lead paint hazards

- 2. Rules for Repair and Renovation Work Page 3**
 - Between 2 and 100 square feet
 - More than 100 square feet or removing windows
 - Moving into a new apartment

- 3. Correcting Violations Page 6**
 - Work ordered by Department of Housing Preservation and Development
 - Requests for landlord records
 - Work ordered by Department of Health and Mental Hygiene

- 4. You Can Help Prevent Lead Poisoning Page 6**

- 5. More Information Page 7**

PREVENTING CHILDHOOD **LEAD** **POISONING** LOCAL LAW 1

Young children are especially at risk for lead poisoning. Lead can harm a child's health, learning, and behavior.

Dust from lead paint is the most common cause of childhood lead poisoning. New York City banned lead paint for residential use in 1960. Even so, older buildings may still have lead paint on walls, windows, doors, and other surfaces.

Lead paint chips and dust can spread around the home if paint is peeling or home repairs are done unsafely. Young children can then swallow lead dust when they put their hands and toys in their mouths.

1. What Tenants Should Know

Local Law 1 is the New York City Childhood Lead Poisoning Prevention Act of 2003. The purpose of the law is to prevent lead paint hazards in housing and day care facilities. The law requires landlords to follow certain rules meant to help prevent children from being lead-poisoned.

Local Law 1 applies to apartments and common areas of buildings:

- Built before 1960 (or built between 1960 and 1978 if your landlord knows that the building contains lead paint),
- With 3 or more apartments, and
- Where a child under 7 years of age lives.

The law presumes that paint in these buildings is lead-based paint.

On turnover (when a tenant moves out), all rental units, including those in 1- and 2-family homes, are covered by the law.

What landlords must do

Local Law 1 says that landlords must:

- Find out if a child under 7 lives in any apartment in buildings covered by the law.
- Inspect those apartments for lead paint hazards.
- Use safe work practices and trained workers for any work that disturbs lead paint in applicable apartments and common areas, including required repairs of peeling paint.
- Make apartments 'lead safe' on turnover (when a tenant moves out and another moves in).
- Clean-up work areas thoroughly.
- Have 'clearance dust wipe tests' performed when work is finished to make sure cleanup is complete.
- Keep records of all notices, inspections, and repair of lead paint hazards, and other matters related to the law.

Your landlord needs to know if a child under 7 lives in your apartment

Every January, your landlord must send you a notice asking if a child under 7 lives in your apartment. Be sure to fill out the notice completely and return it by February 15. During the year, if you have a new baby, or if a child under 7 comes to live in your apartment, you must notify your landlord in writing.

Your landlord must inspect your apartment

If your landlord knows that a child under 7 lives in your apartment, your landlord must inspect your apartment for peeling paint and other lead paint hazards at least once a year. Your landlord must also check your apartment if you complain about peeling paint or other unsafe paint conditions. All lead paint hazards found during these inspections must be fixed safely.

Your landlord must check your apartment for the following lead paint hazards:

- Peeling paint.
- Deteriorated subsurfaces, including crumbling plaster and broken wood frames or molding.
- Friction surfaces, including painted doors and windows that bind or rub together.
- Impact surfaces, including painted baseboards, molding, and doors that may be hit by objects or by closing doors.
- Chewable surfaces, including all painted window sills and other surfaces that may have been chewed by children.

Work covered by the law

The law requires landlords to use safe work practices and trained workers for any work that disturbs lead paint. There are specific rules for:

- Repair of violations issued by the Department of Housing Preservation and Development (HPD).
- Repair and renovation work, including repainting, window replacement, plumbing, and electrical work.
- Work done on turnover (when a tenant moves out and another moves in).

Ways to repair lead paint hazards

Your landlord can use different ways to fix lead paint hazards. All of the following ways are acceptable:

- Wet-scrape peeling paint, and repaint.
- Enclose the lead painted surface by installing sheetrock or another rigid barrier.
- Remove lead painted components and install new ones (such as replacing a window).
- Remove lead paint using safe methods.
- Seal lead paint with approved "encapsulants".
Encapsulants are durable, long-lasting coatings used to contain lead paint.

Some repair methods are dangerous and illegal

Landlords and contractors are not allowed to:

- Dry-sand or dry-scrape lead paint.
- Use a chemical paint remover containing methylene chloride.
- Grind or sand lead paint without using a special vacuum attachment.
- Use a heat gun over 1100° F or an open flame torch on lead paint.

2. Rules for Repair and Renovation Work

When landlords have work done in apartments, such as fixing plumbing, painting a room, or replacing windows, certain requirements may apply. Specific requirements depend on how much painted surface area is disturbed by the work.

BETWEEN 2 AND 100 SQUARE FEET

When disturbing between 2 and 100 square feet of lead paint in a room, landlords must complete all of following steps:

1: Hire trained workers.

Workers must have completed a training course in lead-safe work practices developed by the U.S. Department of Housing and Urban Development (HUD). Lead abatement workers certified by the U.S. Environmental Protection Agency (EPA) may also be hired.

2: Post warning signs outside the work area.

- The contractor must post the signs and make sure they stay in place until the work is done.
- The signs must say: **WARNING: LEAD WORK AREA-POISON-NO SMOKING OR EATING.**
- The landlord and the contractor must tell tenants to stay out of the work area.

3: Prepare the area before starting work.

The work area must be cleaned, cleared, and sealed off from the rest of the apartment so that lead dust does not escape from the work area.

- All floors, furniture, draperies, and other items in the work area must be HEPA-vacuumed (High Efficiency Particulate Air) or washed.
- Movable items, once cleaned, may be removed from the work area.
- One layer of plastic sheeting and waterproof tape must be used to cover and seal floors, windows, vents and items in the work area.

4: Clean-up every day.

Cleaning-up is vital to prevent occupant exposure to dust and debris.

- At the end of each work day, the work area must be thoroughly HEPA-vacuumed and wet-mopped.
- All work materials must be stored away from occupants, in sealed containers, or removed from the premises.
- Daily inspections must ensure that no dust or debris is tracked out of the work area.

5: Do a final clean-up.

- Final clean-up must be completed before surfaces are repainted.
- When the work is finished, all plastic sheeting must be removed safely. Plastic sheeting must be sprayed with water mist and all debris safely discarded. Plastic must then be folded carefully and sealed in heavy-duty plastic bags.

- All surfaces – including ceiling, walls, windows, floors, and furniture – must be HEPA-vacuumed, washed, and HEPA-vacuumed again.
- The work area must be inspected when the clean-up is finished. If dust and debris remain, the area must be re-cleaned.

6: Take 'clearance dust wipes'. Clearance dust wipes must be done to ensure proper clean-up.

- Landlords must hire a qualified, third party individual (independent of the landlord and contractor) to make a visual inspection and take clearance dust wipes.
- Three dust wipe samples must be collected from every room or area where work has been done: one from a window well, one from a window sill, and one from the floor. (If the room has no window, then only a floor sample must be taken.)
- In addition, one wipe sample must be taken from the floor in a room or area right next to the work area.
- Dust wipe results must be less than the following levels if not, clean-up and dust wipe testing must be repeated.
 - * Floors: 40 mcg/ square foot.
 - * Window sills: 250 mcg/ square foot.
 - * Window wells: 400 mcg/ square foot.
- The landlord must give a copy of clearance dust wipe results to the tenant.

MORE THAN 100 SQUARE FEET OR REMOVING WINDOWS

When disturbing more than 100 square feet of lead paint in a room or removing 2 or more windows in an apartment, landlords must complete all of the steps below:

1: Hire a lead abatement firm certified by the U.S. Environmental Protection Agency (EPA).

Workers must have completed a training course in lead-safe work practices developed by the U.S. Department of Housing and Urban Development or be EPA-certified lead-abatement workers.

2: Before work begins, landlords must:

- File notice of commencement of work with the Department of Health and Mental Hygiene (DOHMH) 10 days before work begins.
- Post notice of commencement of work outside the apartment and at the building entrance.

3: Landlords must follow steps 2 through 6 for 'disturbing between 2 and 100 square feet of lead paint' on pages 4-5.

4: In addition:

- Entrances and doorways in the work area must be sealed off with plastic sheeting, and
- Wherever plastic sheeting is required, two layers of 6-mil plastic sheeting must be used instead of one layer.

MOVING INTO A NEW APARTMENT

On turnover, landlords must inspect all apartments for lead paint hazards, repair lead paint hazards, and take clearance dust wipe tests before new tenants move in. When you rent a new apartment, all lead hazards should already be fixed.

3. Correcting Violations

Work ordered by the Department of Housing Preservation and Development (HPD)

HPD may inspect your apartment and order your landlord to repair peeling paint. The landlord and the contractor must use safe work practices and follow the same rules for 'disturbing more that 100 square feet of lead paint' outlined on page 8.

Requests for landlord records

Landlords must keep records of all notices, inspections, repairs of lead paint hazards, and other matters related to the law. HPD may request landlords to submit these records.

Work ordered by the Department of Health and Mental Hygiene (DOHMH)

If DOHMH orders your landlord to correct lead paint hazards, information on requirements that must be followed will be mailed to the landlord. Call 311 for more information.

4. You Can Help Prevent Lead Poisoning

- Let your landlord know if a child under 7 lives in your apartment.
- Report peeling paint to your landlord.
- Call 311 if your landlord fails to fix peeling paint.
- Keep children away from peeling paint and renovation work.
- Clean floors, window sills, and dusty places often with wet mops or wet cloths.
- Wash toys, pacifiers, and other items children put in their mouths.

- Wash children's hands often, especially before they eat.
- Use cold (not hot) tap water for making baby formula, drinking, and cooking. Let the water run for a few minutes before use.
- Do not use items that may contain lead, such as imported pottery, food and cosmetics, and traditional medicines.
- Keep children away from work clothes or tools of family members who do home repairs or other lead work.
- Remind your doctor to test your child for lead poisoning at ages 1 and 2 years, as required by law. Ask your doctor about testing older children.

5. More Information

Call 311 to:

- Report unsafe work practices and paint hazards.
- Get more information about Local Law 1.
- Get information about screening, diagnosis, and treatment for lead poisoning.
- Order more copies of this booklet, or copies in Spanish.
- Report discrimination if you believe you were refused housing because you have children.



Owners of multiple dwellings (3 or more apartments) must provide this booklet to tenants when they sign a lease or occupy an apartment if the multiple dwelling was built before 1960, or was built between 1960 and 1978 if the owner knows that the building has lead paint.



Healthy Homes:
A Key Step to a
Healthier New York



Michael R. Bloomberg, Mayor

Thomas R. Frieden, M.D., M.P.H., Commissioner
New York City Department of Health and Mental Hygiene

Shaun Donovan, Commissioner
New York City Department of Housing Preservation and Development



MARK GREENBERG REAL ESTATE CO. LLC

1981 Marcus Avenue • Lake Success, N.Y. 11042
545 Madison Avenue • New York, N.Y. 10022
E-Mail info@mgre.com

516-944-5000 FAX 516-801-6153
212-888-8811 FAX 212-759-2525
Website: www.mgre.com

**ACKNOWLEDGMENT OF HOUSE RULES AT
CLINTON HILL APARTMENT OWNERS CORP.**

To Whom it May Concern:

I, the undersigned acknowledge that I have received a copy of the House Rules of Clinton Hill Apartment Owners Corp.

I have read them, and agree to abide by same.

Apartment #: _____

Shareholder:

Signature

Subtenant:

Signature

Date:



The Clinton Hill House Rules

Living in a multi-unit complex requires certain rules to insure the safety, comfort and quiet enjoyment for all residents. The purpose of the House Rules is to define a standard level of behavior that will assure a reasonable level of comfort for all residents.

These House Rules were promulgated over many years and are amended from time to time. They incorporate suggestions from our residents as well as general rules that are required in most multiple dwelling developments.

All residents and their guests are expected to abide by the House Rules. Through full cooperation we can assure a comfortable, safe, and enjoyable environment for all within the Clinton Hill Apartment Owners community.



North Campus



South Campus

Clinton Hill Apartment Owners Corporation is a residential cooperative development covering two campuses [North and South]. There are 12 buildings containing 1221 apartments in total.

Revised Feb.23.2004

CLINTON HILL APTS. OWNERS CORP.
HOUSE RULES

2004.02.32revised

The House Rules which are part of the proprietary lease are printed below and are binding on all residents and shareholders of the building.

1. The building public/common areas, including, but not limited to, the hallways, entranceways, elevators, stairwells, lobbies and vestibules shall not be obstructed or used for any purpose other than ingress to, and egress from, the apartments in the building. Shareholders, residents and/or their respective guests are prohibited from playing or loitering in public/common areas and may not sit or loiter on the steps or in the immediate area in front of any entranceway to the building.
2. Roof access is strictly prohibited. No one shall be permitted on the roof at any time. All roof landings and doors are alarmed and connected to the security kiosk.
3. No public hall or common area of the building may be decorated or furnished by anyone in any manner. Outside door rugs and mats are prohibited. No writings, drawings, spray paintings, or markings or postings of any kind shall be permitted or placed or caused to be placed in any public/common areas of the building (including hallways, stairwells, lobbies and court yard or any public areas). Shareholders and all tenants/residents must report all graffiti and vandalism to management or maintenance immediately to the management office.
4. A resident bulletin board will be made available in the lobby of the buildings for use by shareholders and all tenants/residents to display appropriate material for communication to fellow residents. Inappropriate postings will be removed.
5. The courtyards of Corporation are only open from 6:00 a.m. to 10:00 p.m. daily, and may not be used at any other time except for use by shareholders and all tenants/residents and their respective guests as a means of ingress to, and egress from the buildings.
6. The lessee may be required to submit a duplicate set of his/her apartment keys to the superintendent. Pursuant to the proprietary lease, building personnel have a legal right to force entry into the apartment in the event of an emergency and the lessee is obligated to reimburse the lessor for any costs it incurs in forcing entry.
7. No velocipedes, bicycles, scooters, roller blades, skates, skateboards, baby carriages or similar vehicles shall be allowed to stand in the public halls, passageways, areas or courtyards of the building. Riding velocipedes, bicycles, scooters, roller blades, skates, skateboards, or similar vehicles as well

as ball playing in public halls, passageway areas or courtyards of the building is strictly prohibited

8. Walking, loitering or playing on any of the grass located in or around the buildings is strictly prohibited.
9. No bird or animal shall be permitted in the building, unless the same in each instance be expressly permitted in writing by the Board of Directors of the Corporation. In any event, permission to keep or harbor any bird or animal shall be revocable by the Board. In no event shall any dog be permitted on elevators or in any of the public portions of the building unless on same in on a leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or in the yard, court spaces or other public portions of the building, or on the sidewalk or street adjacent to the building. No animal shall be allowed on the roof or in the storage room of the building. All owners of any pets must observe all applicable laws relating to same and must clean up after their respective pets. No dog walking on grass.
10. Smoking is not permitted in the public areas inside of the building including, but not limited to the vestibules, lobby, hallways, elevators, stairwells, and laundry rooms.
11. No articles shall be placed in the halls or on the staircase landings [including bikes and baby carriages and shoes] nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the window sills of the building, including but not limited to flags banners, aerials, satellite dishes, antennas, etc. No one shall hang sheets, posters, or other inappropriate or objectionable materials from the apartment windows. The Lessee shall keep the windows of the apartment clean. In case of refusal, neglect of the Lessee during 10 days after notice in writing from the Lessor to clean the windows, such cleaning may be done by the Lessor which shall have right, by its officers or authorized agents, to enter the apartment for the purpose and to charge the costs of such cleaning to the Lessee.
12. No awnings, window air-conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved in writing by the Board or the Managing Agent, nor shall anything be projected out of any window of the building without similar written approval. All approvals are revocable at will. All air-conditioners must be installed in accordance with New York City building code and Corporation requirements and the shareholder/resident of each apartment shall be strictly liable for anything relating to said air-conditioner.
13. 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.

14. The laundry facilities are to be used only by shareholders and residents and only upon such days and during such hours as may be designated by the Board. Such use is at the user's sole cost, risk and expense. The last wash must begin not less than one (1) hour before posted laundry room closing time. Residents shall use the available laundry facilities only upon such days and during such hours as may be designated by the Board.
15. The Board shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes and remove the personal property stored therein.
16. The parking facilities at the buildings are by permit only as approved by the Board and only upon such days and during such hours as may be designated by the Board and approvable shall be revocable at any time. Only approved vehicles may use the parking facilities. Anyone with parking lot privileges shall abide by all parking lot policies, as amended from time to time. No vehicle belonging to a resident or to a member of the family or guest, subtenant or employee of a resident shall be parked in such manner as to impede or prevent ready access to any entrance of the building by another vehicle.
17. Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the Board or managing agent may direct. The following rules shall also be observed with respect to proper garbage disposal and recycling:
 - (i) All garbage and refuse shall be sorted, separated and disposed in such a manner as provided by law and in accordance with the rules of the Corporation regarding same. Trash placed in the compactor chute must be inserted completely. Please check to assure that trash does not remain stuck in the mouth of the chute.
 - (ii) In the event the shareholders, residents and their respective guests fail to comply with applicable law or the rules of the Corporation, the Corporation reserves the right, where permitted by law, to refuse to collect and/or accept any waste products, garbage, refuse or trash from same and may, at the Corporation's sole option but at the shareholder or resident's sole cost and expense, require the shareholder or resident to arrange for such collection, using a contractor satisfactory to Board. The removal or bulk items are the responsibility of the shareholder and/or resident and may not be placed with the Corporation's refuse and must be removed or caused to be removed, only during hours posted for such removal, by the shareholder or resident at its sole cost and expense and by such licensed companies as authorized by the Corporation.

- (iii) Resident further agrees that he or she shall pay all costs, expenses, fines, penalties, or damages imposed by or to Corporation by reason of any failure to abide or comply with subparagraphs (i) and (ii) above, and shall indemnify, defend and hold the Corporation harmless from and against any action, claims and suits arising from such used or non-compliance.
18. All shareholders and residents shall maintain operational smoke detectors and carbon monoxide detectors in the apartment as required by applicable law together with all required fire-safety notices. If children under the age of 10 years of age live or reside in any unit, you must install and maintain all required window guards.
19. No washing machine and/or dryer shall be permitted at any time in any apartment.
20. No resident shall make or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other residents. No resident shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or radio or television loudspeaker in such resident's apartment between the hours of 11 p.m. and the following 8 a.m. at a volume that will disturb or annoy other occupants of the building. No construction or repair work or other installations involving noise shall be conducted in any apartment except on weekdays between the hours of 9 a.m. and 6 p.m. and on weekends and legal holidays between the hours of 11 a.m. and 6 p.m.
21. The floors of each apartment must be covered with rugs or carpeting or equally effective noise reducing material, to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms, closets and foyer.
22. No group tour, public house or exhibition shall be conducted. No auction sale or open house shall be held in any apartment without consent of the Board or managing agent.
23. No cooking is permitted on any common area, public space, terrace or balcony of the building. No one shall keep or maintain a barbeque or any other cooking device on the terrace or balcony of the building. Open flames or use or store propane tanks on any balcony or terrace is prohibited.
24. The Corporation or its authorized employees and/or agents may enter any apartment with or without notice and at any reasonable hour during to make all necessary repairs, for emergencies or for inspecting such apartment. The Corporation or its authorized employees and/or agents may take measures to control or exterminate pests or to effectuate emergency repairs or correct

unsafe or unsanitary conditions without notice; the cost thereof may be the responsibility of the resident.

25. Shareholders and/or residents shall permit the Corporation or its authorized employees and/or agents to enter the apartment at any reasonable hour to perform any building until work is completed.
26. No structural alteration shall be taken prior to the execution of an Alteration Agreement by the lessee and the lessor and the lessee's compliance with its terms. Shareholders and/or residents are required to submit to the managing agent an application, at their sole cost, for approval to perform any major renovation and/or alterations of a structural nature and must receive written authorization for said work and simultaneously enter into an alteration agreement, on terms acceptable to the Corporation, for said work. Any contractor or workman used must be licensed and must furnish to the Corporation all certificates of insurance and licenses as required by the Board and must comply with all requirements of the alteration agreement. No renovation, alteration or repairs may be done without prior approval of Board.
27. All move-in and move-out move-in/out in accordance with designated move-in/move-out times and procedures. A Move in/out pass is required and may be obtained from the Managing Agent. Move ins/out is limited to Wednesdays from 9AM to 5PM. Saturdays from 12 noon to 4PM and the first day of the month [except Sundays] from 9AM to 5PM.
28. It is only permissible to move into and out of the building in accordance with designated move-in/move-out times and procedures and only on Wednesdays from 9:00 a.m. to 5:00 p.m., on Saturdays from 12:00 p.m. to 4:00 p.m., and on the first day of any month from 9:00 a.m. to 5:00 p.m.. If the first day of the month is a Sunday, no move ins/outs shall be allowed. If the first days of the month is a Saturday, all move ins/outs shall be from 12:00 p.m. to 4:00 p.m. No move into or out of the building will be allowed unless it is scheduled five (5) days in advance with the managing agent. The managing agent of the building or a building staff member will oversee all moves to help expedite the move, insure minimal disruption to other residents and to ascertain if any damage occurred to the premises as a result of the move. The individual moving into or out of the building shall make all repairs to the apartment and to any other part of the building which occur as the result of the move. All such repair restorations and replacements shall be in quality and class equal to the original work or installations. If the lessee fails to proceed to make such repairs, restorations or improvements within the time proscribed by the Corporation, the repairs, restorations or improvements may be made by the Corporation at the expense of the lessee. The Board may require a deposit and/ or fee for all move-ins and move outs.

29. No Resident shall install any plantings on the terrace/ balcony without the prior written approval of the Managing Agent. It shall be the responsibility of the Resident to maintain the balcony in good condition, free and clear of any and all debris and shall keep the drainage tiles and weep holes in operating condition and to provide access to management or designee to check and/or repair same.
30. In the event the building receives a violation or fine as a result of the breach or failure to comply with these house rules, the proprietary lease or by-laws of the Corporation, or by any action or inaction of any lessee or the failure of a lessee to comply with local, state or federal rules, regulations or laws, the cost (including reasonable attorneys fees) of such fines or removing such violations shall be borne by the lessee. Any breach of these house rules shall also constitute a breach of the Corporation's Proprietary Lease and By-Laws and the shareholders, residents and tenants further agree that they shall be liable for any and all costs, fees, expenses, fines, penalties, and/or damages relating to same.
31. Complaints regarding the services of the building or violations of the House Rules shall be made in writing to the Managing Agent or to a Board member.
32. Any consent or approval given under these House Rules by the Lessor shall be revocable by the Board at any time.
33. The term "residents" or "tenant" is intended to include shareholders, lessee/shareholders, lessees, and sublessees who reside in the building pursuant to subleases approved by the Board in accordance with proprietary lease. In addition, guests, subtenants, and occupants of a lessee (whether or not approved by the lessor in accordance with the proprietary lease) shall be subject to and abide by the House Rules and proprietary lease. A violation of the proprietary lease or House Rules by such occupants, subtenant or guests shall be deemed a violation of the proprietary lease or House Rules as applicable, by the shareholder whose apartment is occupied, subleased, or is visited by such occupant or guest, as applicable. All references to term "lessor" or "corporation" shall mean Clinton Hill Apts. Owners Corp., its officers, the Board of Directors, the Managing Agent or any authorized agent. These terms are used interchangeably throughout.
34. The House Rules may be added to, amended or repealed at any time by the Board.

2.23.2004