

THE CONSULATE ON THE PARK CONDOMINIUM

CHECK LIST FOR LEASE WAIVER APPLICATION

To lease a unit in accordance with the requirements of the Condominium By-Laws:

1. Please read a copy of the Condominium Rules and Regulations. (Included). These are for you to keep. Please don't return them to management.
 2. Complete the "**Request for Waiver**", "**Moving Permit Form**" and "**Lead Disclosure Form**" included in this application and have both parties sign where applicable.
 3. The Consulate on the Park Board requires the subtenant to submit **proof of rental insurance** within the application with a **general liability insurance in the minimum amount of \$300,000** naming the Landlord and The Consulate on the Park Condominium as additional insured. Consulate on the Park, its Board of Directors and Garthchester Realty Associates. as additional insured.
1. **Proof of Homeowner's insurance for the owner** is required to be included in all applications.
 2. Submit to **Garthchester Realty** 440 Mamaroneck Avenue Ste.S-512 Harrison, NY 10528
Assoc Jessica Cirulnick
- ❖ Completed waiver and moving permit, release form, lead disclosure form, proof of renter's insurance and homeowner's insurance evidence.
 - ❖ A copy of the lease agreement with the rider.

NOTE: ALL CHECKS MUST BE CERTIFIED, MONEY ORDERS OR ISSUED BY THE OWNER.

PERSONAL CHECKS FROM THE RENTER WILL NOT BE ACCEPTED.

LIST OF FEES REQUIRED FOR LEASE APPLICATION PROCESS

❖ **Application Fees:**

- ❖ \$175.00 — Payable to the Consulate on the Park
- ❖ \$175.00 — Payable to Garthchester Realty Associates

❖ **Moving Fees: Payable to Consulate on the Park**

- ❖ \$250 — Check for a move-in/move-out security deposit for damage to Condominium property (Refundable at end of lease)
- ❖ \$100 — Moving Permit (Non-refundable)

After the Board of Managers grants the waiver, the new owner or tenant should call Bill the Superintendent at (914) 961-5711 to schedule their move-in and move-out. This is necessary so that the moving does not occur at hours that inconvenience other residents and so that the gatehouse attendant can be instructed to admit the movers to the ground, and protective padding can be placed in the elevator. **PLEASE TAKE NOTE THAT NO PERSON WILL BE ALLOWED TO MOVE IN WITHOUT FIRST SUBMITTING A MOVING PERMIT.**

Instructions for moving in are also included in this package.

INCOMPLETE APPLICATIONS WILL NOT BE PROCESSED AND WILL BE RETURNED



Garthchester Realty Associates

www.garthchester.com

440 Mamaroneck Avenue, Suite S-512
Harrison, New York 10528
(914) 725-3600 F: (914) 725-6453

98-20 Metropolitan Avenue, Suite 1
Forest Hills, New York 11375
(718) 544-0800

MOVING-IN - MOVING-OUT, and DELIVERY REGULATIONS

1. All moves and large deliveries must be scheduled in advance with the super and with the Managing Agent. All require a certificate of insurance confirmed prior to move or delivery date. To request a sample COI contact Dawn Levin at 914-813-1944 or email dlevin@stillmanmanagement.com. Samples can also be found on the Stillman Website under the **Property Information** tab.
2. Moves are permitted only during the hours of:

9:00 a.m. – 5: 00 p.m. Monday to Saturday. No moves on Sundays or legal holidays. Legal holidays are as follows: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day

- REASONS:**
- a. Elevators must be protected by padding.
 - b. Common areas must be inspected for damage before and after the move.
 - c. Moves must be controlled (time of day) so as to minimize inconvenience to residents
3. The application for a moving permit must be made on the Consulate application form at least **five** business days before the move. Each application must contain the names and addresses and phone number of the owner and the mover.
 4. The owner of the unit will be charged a non-refundable fee of one hundred dollars **(\$100.00)** for the moving permit. The permit will be valid for one move only.
 5. A security deposit of two hundred fifty dollars **(\$250.00)** will be required from the person who is moving to protect the condominium against damage caused by moving. This deposit less the costs of repairs for damage caused by the move will be returned by the condominium after the posts-move inspection has been completed.
 6. The owner will be notified of the date and time when the inspection for damage will be made. He or she will be entitled to accompany the inspector. In the event of disagreement about damages, the decision of the Board of Managers will be conclusive.
 7. **NO WAIVER OF THE BOARD'S RIGHT OF FIRST REFUSAL ON A SALE WILL BE GRANTED UNTIL THE FEES FOR THE MOVE OUT OF THE UNIT HAVE BEEN PAID IN FULL AND ALL OTHER PERTINENT REQUIREMENTS HAVE BEEN MET.**
 8. Any move made without a permit or otherwise in violation of these regulations will be deemed a violation of the Rules and Regulations of the condominium and will subject the violator(s) to fines and other appropriate penalties needed for enforcement and the proper maintenance of the property, as determined by the Board of Managers.
 9. These regulations were approved unanimously by the Board of Managers on March 24, 1992, and become effective on May 1, 1992.

Tenants \$250 deposit do not get back their refund until they move out.

APPLICATION FOR MOVING PERMIT

When completed and signed by a Management Officer, this permit is valid for a move ONLY on the date and at the time specified. Changes must be rescheduled. Please print legibly all information in Part A, and then sign.

PART A

1. I (we) hereby apply to move **INTO** ☐ **OUT OF** ☐ (select one)
Unit _____ in Building _____
Requested Date of Move: _____ Time: _____
2. Name of Resident(s): _____
Current home address: _____
Phone: _____ Email: _____
3. Name of Unit Owner(s): _____
Address: _____
Phone: _____ Email: _____
Name of Mover: _____
Address: _____
Phone: _____ License No. _____ Issued by: _____
4. I (we) understand and accept that this move is made subject to the Rules and Regulations of The Consulate on The Park Condominium and that I am (we are) responsible for any damage to Consulate property.
Resident's signature: _____ Date: _____
Owner's signature: _____ Date: _____

PART B (PERMIT TO MOVE)

Date Received: _____ All Fees Received: _____
Compliance with Regulations: _____
Comments: _____
Approved date of move: _____ Time: _____
Additional restrictions (if any) _____
Date and time of property Inspections: _____
Before Move: _____
After Move: _____
Permit approved: _____ Date: _____

Managing Agent

RELEASE

In connection with my application for rental/purchase of an apartment at the Consulate on The Park Condominium.

I understand that investigative background inquiries are to be made on myself, and/or my business, including credit, motor vehicle and other reports. These reports will include information as to my character, credit, and/or for termination of credit collection on any personal or business accounts. I understand that you will be requesting information from various Federal, State and other Agencies, which maintain records concerning my past activities relating to my credit, criminal, civil and other experiences.

I authorize without reservation, any party or agency contacted by this entity to furnish the above-mentioned information.

I hereby consent to your obtaining the above information from Experian and/or any of their licensed agents. I understand to aid in the proper identification of my file or records the following information, as well as other information, is necessary.

PRINT NAME: _____

S.S#: _____ DATE OF BIRTH: _____

CURRENT ADDRESS: _____

CITY/STATE/ZIP: _____

YEARS WITH: _____

COMPANY NAME/EMPLOYER NAME (IF APPLICABLE)

COMPANY OR EMPLOYER ADDRESS

JOB TITLE: _____

APPLICANT'S SIGNATURE: _____

THIS FORM SUBMITTED TO: _____

(COMPANY OR ENTITY NAME)

REQUEST FOR WAIVER (LEASE OF APARTMENT)

PLEASE PRINT EXCEPT FOR SIGNATURES

REAL ESTATE AGENT: _____ PHONE NUMBER: _____ EMAIL: _____

UNIT #: _____ PARKING SPACE #: _____

TERM OF LEASE: _____ YEARS FROM: _____ TO _____

MONTHLY RENT: ____\$ _____

OWNER'S NAME: _____ PHONE NUMBER: _____ EMAIL: _____

ADDRESS: _____

TENANT(S) NAME(S): _____

CURRENT HOME ADDRESS: _____

PHONE NUMBER: _____ EMAIL: _____

EMPLOYER: _____

BUSINESS ADDRESS: _____

OCCUPATION: _____

APARTMENT WILL BE OCCUPIED BY: _____ ADULTS _____ CHILDREN

NAME(S) OF OCCUPANT(S): _____

I HAVE GIVEN THE PROSPECTIVE TENANT A COPY OF THE RULES AND REGULATIONS OF THE CONSULATE ON THE PARK CONDOMINIUM.

OWNER SIGNATURE

DATE

I HAVE RECEIVED A COPY OF THE RULES AND REGULATIONS OF THE CONSULATE ON THE PARK CONDOMONIUM AND I AGREE TO COMPLY WITH THE SAME.

TENANT SIGNATURE

DATE

FOR OFFICE USE ONLY

DATE RECEIVED: _____ DATE OF WAIVER: _____

THE LEASE IS COMPLETE AND SATISFIES THE CONDOMINIUM'S REQUIREMENTS. ALL FEES HAVE BEEN PAID: _____

MANAGER BOARD OF MANAGERS: _____ YES () NO () DATE: _____

LEASE OF A CONDOMINIUM UNIT

The Landlord and Tenant agree to lease the Unit and Landlord's interest in the Common Elements located in the Condominium at: _____ (Premises)

LANDLORD: _____ **TENANT:** _____
 _____ Address _____
 _____ for _____
 _____ Notices _____

Unit (and terrace, if any) _____ Garage space (if any) _____
 Bank _____

Lease date	19	Term	Yearly Rent	\$
Broker*		beginning	Monthly Rent	\$
		ending	Security	\$
		Tenant's Insurance \$	Garage Fee	\$

Declarant of Condominium: _____ (Declarant)
 Name of Condominium: _____ (Declaration)

1. Lease is subject and subordinate

This Lease is subject and subordinate to (A) the By-Laws, Rules and Regulations and Provisions of the Declaration Establishing a Plan for Condominium Ownership of the Premises and (B) Powers of Attorney granted to the Board of Managers, leases, agreements, mortgages, renewals, modifications, consolidations, replacements and extensions to which the Declaration or the Unit are presently or may in the future be subject. Tenant shall not perform any act, or fail to perform an act, if the performance or failure to perform would be a violation of or default in the Declaration or a document referred to in (B). Tenant shall not exercise any right or privilege under this Lease, the performance of which would be a default in or violation of the Declaration or a document referred to in subdivision (B). Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is so subject and subordinate. Tenant authorizes Landlord to sign these certificate(s) for Tenant. Tenant acknowledges that Tenant has had the opportunity to read the Declaration of Condominium Ownership for the Condominium, including the By-Laws. Tenant agrees to observe and be bound by all the terms contained in it which apply to the occupant or user of the Unit or a user of Condominium common areas and facilities. Tenant agrees to observe all of the Rules and Regulations of the Association and Board of Managers.

2. Lender Changes

Landlord may borrow money from a lender who may request an agreement for changes in this Lease. Tenant shall sign the agreement if it does not change the Rent or the Term, and does not alter the Unit.

3. Use

The Unit must be used only as a private residence and for no other reason. Only a party signing this Lease and the spouse and children of that party may use the Unit.

4. Rent, added rent

A. The rent payment for each month must be made on the first day of that month at Landlord's address. Landlord need not give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are called "added rent". This added rent is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent. Payment of rent in installments is for Tenant's convenience only. If Tenant defaults, Landlord may give notice to Tenant that Tenant may no longer pay rent in installments. The entire rent for the remaining part of the Term will then be due and payable.

B. This Lease and the obligation of Tenant to pay rent and perform all of the agreements on the part of Tenant to be performed shall not be affected, impaired or excused, nor shall there be any apportionment or abatement of rent for any reason including, but not limited to, damage to the Unit or inability to use the common elements.

5. Failure to give possession:

Landlord shall not be liable for failure to give Tenant possession of the Unit on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. Rent shall then be payable as of the date possession is available. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

6. Security

Tenant has given security to Landlord in the amount stated above. The security has been deposited in the Bank named above and delivery of this Lease is notice of the deposit. If the Bank is not named, Landlord will notify Tenant of the Bank's name and address in which the security is deposited.

If tenant does not pay rent on time, Landlord may use the security to pay for rent past due. If Tenant fails to perform any other term in this Lease, Landlord may use the security for payment of money Landlord may spend, or damages Landlord suffers because of Tenant's failure. If the Landlord uses the security Tenant shall, upon notice from Landlord, send to Landlord an amount equal to the sum used by Landlord. At all times Landlord is to have the amount of security stated above.

If Tenant fully performs all terms of this Lease, pays rent on time and leaves the Unit in good condition on the last day of the Term, then Landlord will return the security being held.

If Landlord sells or leases the Unit, Landlord may give the security to the buyer or lessee. In that event Tenant will look only to the buyer or lessee for the return of the security. The security is for

*If no broker, insert "None."

Landlord's use as stated in this Section. Landlord may put the security in any place permitted by law. If the law states the security must bear interest, unless the security is used by Landlord as stated Landlord will give Tenant the interest less the sum Landlord is allowed to keep for expenses. If the law does not require security to bear interest, Tenant will not be entitled to it. Landlord need not give Tenant interest on the security if Tenant is not fully performing any term in this Lease.

7. Alterations

Tenant must obtain Landlord's prior written consent to install any panelling, flooring, "built in" decorations, partitions, railings or make alterations or to paint or wallpaper the Unit. Tenant must not change the plumbing, ventilating, air conditioning, electric or heating systems. If consent is given the alterations and installations shall become the property of Landlord when completed and paid for. They shall remain with and as part of the Unit at the end of the Term. Landlord has the right to demand that Tenant remove the alterations and installations before the end of the Term. The demand shall be by notice, given at least 15 days before the end of the Term. Tenant shall comply with the demand at Tenant's own cost. Landlord is not required to do or pay for any work unless stated in this Lease.

If a Mechanic's Lien is filed on the Unit or building for Tenant's failure to pay for alterations or installations in the Unit, Tenant must immediately pay or bond the amount stated in the Lien. Landlord may pay or bond the Lien immediately, if Tenant fails to do so within 20 days after Tenant is given notice about the Lien. Landlord's costs shall be added rent.

8. Repairs

Tenant must take good care of the Unit and all equipment and fixtures in it. Tenant must, at Tenant's cost make all repairs and replacements whenever the need results from Tenant's act or neglect. If Tenant fails to make a needed repair or replacement, Landlord may do it. Landlord's expense will be added rent. Subject to Tenant's obligations under this Lease, Landlord will require the Association (to the extent that the Association is obligated under the terms of the Declaration or other agreement) to maintain the unit, or repair any damage to it, except where caused in whole or in part by the act, failure to act, or negligence of Tenant, or Tenant's licensees, invitees, guests, contractors or agents. Tenant must give Landlord prompt notice of required repairs or replacements.

9. Fire, accident, defects, damage

Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Unit can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Unit is unusable. If part of the Unit can not be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Unit is usable. Landlord need only arrange for the damaged structural parts of the Unit to be repaired. Landlord is not required to arrange for the repair or replacement of any equipment, fixtures, furnishings or decorations. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant or guest of Tenant, or at the time of the fire or casualty Tenant is in default in any term of this Lease, then all repairs will be

made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

If there is more than minor damage to the Unit by fire or other casualty, Landlord may cancel this Lease within 30 days after that fire or casualty by giving notice. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Unit to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to arrange for the repair of the Unit. The cancellation does not release Tenant of liability in connection with the fire or casualty. This Section, when permitted, is intended to replace the terms of applicable statutory law. Tenant has no right to cancel this Lease due to fire or casualty.

10. Liability

Landlord is not liable for loss, expense, or damage to any person or property, unless due to Landlord's negligence. Landlord is not liable to Tenant if anyone is not permitted or is refused entry into the Building.

Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. If an action is brought against Landlord arising from Tenant's act or neglect Tenant shall defend Landlord at Tenant's expense with an attorney of Landlord's choice.

Tenant is responsible for all acts of Tenant's family, employees, guests or invitees. Tenant must carry whatever property or liability insurance Landlord may require and will name Landlord as a party insured. The insurance shall be no less than a Tenant's Homeowners Insurance Policy in the minimum amount stated above. Tenant shall deliver a copy of the binder to Landlord prior to taking possession of the Unit.

11. Entry by Landlord

Landlord or parties authorized by Landlord may enter the Unit at reasonable hours to: repair, inspect, exterminate, install or work on systems and cause performance of other work that Landlord decides is necessary. At reasonable hours Landlord may show the Unit to possible buyers, lenders or tenants.

If Landlord enters the Unit, Landlord will try not to disturb Tenant. Landlord may cause to be kept in the Unit all equipment necessary to make repairs or alterations to the Unit or Building. Landlord is not responsible for disturbance or damage to Tenant because of work being performed on or equipment kept in the Unit. Landlord's or the Association's use of the Unit does not give Tenant a claim of eviction. Landlord or those authorized by Landlord may enter the Unit to get to any part of the Building.

Landlord has the right at any time to permit the following people into the Unit: (i) receiver, trustee, assignee for benefit of creditors; or (ii) sheriff, marshal or court officer; and (iii) any person from the fire, police, building, or sanitation departments or other state, city or federal government and (iv) the Association, Board of Managers and any other party permitted or authorized by the Declaration or Management Agreement covering the Unit or Condominium. Landlord has no responsibility for damage or loss as a result of those persons being in the Unit.

12. Construction or demolition

Construction or demolition may be performed in or near the Building. Even if it interferes with Tenant's ventilation, view or enjoyment of the Unit it shall not affect Tenant's obligations in this Lease.

13. Assignment and sublease.

Tenant must not assign this Lease or sublet all or part of the Unit or permit any other person to use the Unit. If Tenant does, Landlord has the right to cancel the Lease as stated in the Default section. Tenant must get Landlord's written permission each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this Lease after a permitted assignment or sublet even if Landlord accepts rent from the assignee or subtenant. The amount accepted will be credited toward rent due from Tenant. The assignee or subtenant does not become Landlord's tenant. Tenant is responsible for acts of any person in the Unit.

14. Tenant's certificate

Upon request by Landlord, Tenant shall sign a certificate stating the following: (1) This Lease is in full force and unchanged (or if changed, how it was changed); and (2) Landlord has fully performed all of the terms of this Lease and Tenant has no claim against Landlord; and (3) Tenant is fully performing all the terms of the Lease and will continue to do so; and (4) rent and added rent have been paid to date. The certificate will be addressed to the party Landlord chooses.

15. Condemnation

If all or a part of the Building or Unit is taken or condemned by a legal authority, Landlord may, on notice to Tenant, cancel the Term. If Landlord cancels, Tenant's rights shall end as of the date the authority takes title to the Unit or Building. The cancellation date must not be less than 30 days from the date of the Landlord's cancellation notice. On the cancellation date Tenant must deliver the Unit to Landlord together with all rent due to that date. The entire award for any taking including the portion for fixtures and equipment belongs to Landlord. Tenant gives Landlord any interest Tenant may have to any part of the award. Tenant shall make no claim for the value of the remaining part of the Term.

16. Tenant's duty to obey laws and regulations

Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests, and directions, of all governmental authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups. Notices received by Tenant from any authority or group must be promptly delivered to Landlord. Tenant will not do anything which may increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase in premium as added rent.

17. Sale of Unit

If the Landlord wants to sell the Unit Landlord shall have the right to end this Lease by giving 30 days notice to Tenant. If Landlord gives Tenant that notice then the Lease will end and Tenant must leave the Unit at the end of the 30 days period in the notice.

18. No liability for property

Neither Landlord, the Association or Board of Managers is liable or responsible for (a) loss, theft, misappropriation or damage to the personal property, or (b) injury caused by the property or its use.

19. Playground, pool, parking and recreation areas

If there is a playground, pool, parking or recreation area, or other common areas, Landlord may give Tenant permission to use it. If Landlord gives permission, Tenant will use the area at Tenant's own risk and must pay all fees Landlord or the Association charges. Landlord is not required to give Tenant permission.

20. Terraces and balconies

The Unit may have a terrace or balcony. The terms of this Lease apply to the terrace or balcony as if part of the Unit. The Landlord may make special rules for the terrace and balcony. Landlord will notify Tenant of such rules.

Tenant must keep the terrace or balcony clean and free from snow, ice, leaves and garbage and keep all screens and drains in good repair. No cooking is allowed on the terrace or balcony. Tenant may not keep plants, or install a fence or any addition on the terrace or balcony. If Tenant does, Landlord has the right to remove and store them at Tenant's expense.

21. Correcting Tenant's defaults

If Tenant fails to correct a default after notice from Landlord, Landlord may correct it at Tenant's expense. Landlord's cost to correct the default shall be added rent.

22. Notices

Any bill, statement or notice must be in writing. If to Tenant, it must be delivered or mailed to the Tenant at the Unit. If to Landlord it must be mailed to Landlord's address. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. A notice must be sent by certified mail. Landlord must notify Tenant if Landlord's address is changed. The signatures of all Tenants in the Unit are required on every notice by Tenant. Notice by Landlord to one named person shall be as though given to all those persons. Each party shall accept notices of the other.

23. Tenant's default

A. Landlord must give Tenant notice of default. The following are defaults and must be cured by Tenant within the time stated:

- (1) Failure to pay rent or added rent on time, 3 days.
- (2) Failure to move into the Unit within 15 days after the beginning date of the Term, 5 days.
- (3) Issuance of a court order under which the Unit may be taken by another party, 5 days.
- (4) Failure to perform any term in another lease between Landlord and Tenant (such as a garage lease), 5 days.
- (5) Improper conduct by Tenant annoying other tenants, 3 days.
- (6) Failure to comply with any other term or Rule in the Lease, 5 days.

If Tenant fails to cure in the time stated, Landlord may cancel the Lease by giving Tenant a cancellation notice. The cancellation notice will state the date the Term will end which may be no less than 3 days after the date of the notice. On the cancellation date in the notice the Term of this lease shall end. Tenant must leave the Unit and give Landlord the keys on or before the cancellation date. Tenant continues to be responsible as stated in this Lease.

B. If Tenant's application for the Unit contains any misstatement of fact, Landlord may cancel this Lease. Cancellation shall be by cancellation notice as stated in Paragraph 23. A.

C. If (1) the Lease is cancelled; or (2) rent or added rent is not paid on time; or (3) Tenant vacates the Unit, Landlord may in addition to other remedies take any of the following steps: (a) enter the Unit and remove Tenant and any person or property, and (b) use eviction or other lawsuit method to take back the Unit.

D. If this Lease is cancelled, or Landlord takes back the Unit, the following takes place:

(1) Rent and added rent for the unexpired Term becomes due and payable. Tenant must also pay Landlord's expenses as stated in Paragraph 23. D(3).

(2) Landlord may re-rent the Unit and anything in it. The re-renting may be for any Term. Landlord may charge any rent or no rent and give allowances to the new tenant. Landlord may, at Tenant's expense, do any work Landlord feels needed to put the Unit in good repair and prepare it for renting. Tenant remains liable and is not released in any manner.

(3) Any rent received by Landlord for the re-renting shall be used first to pay Landlord's expenses and second to pay any amounts Tenant owes under this Lease. Landlord's expenses include the costs of getting possession and re-renting the Unit, including, but not only, reasonable legal fees, brokers fees, cleaning and repairing costs, decorating costs and advertising costs.

(4) From time to time Landlord may bring actions for damages. Delay or failure to bring an action shall not be a waiver of Landlord's rights. Tenant is not entitled to any excess of rents collected over the rent paid by Tenant to Landlord under this Lease.

(5) If Landlord re-rents the Unit combined with other space an adjustment will be made based on square footage. Money received by Landlord from the next tenant, other than the monthly rent, shall be considered as part of the rent paid to Landlord. Landlord is entitled to all of it.

Landlord has no duty to re-rent the Unit. If Landlord does re-rent, the fact that all or part of the next tenant's rent is not

collected does not affect Tenant's liability. Landlord has no duty to collect the next tenant's rent. Tenant must continue to pay rent, damages losses and expenses without offset.

E. If Landlord takes possession of the Unit by Court order, or under the Lease, Tenant has no right to return to the Unit.

24. Jury Trial and counterclaims

Landlord and Tenant agree not to use their right to a Trial by Jury in any action or proceeding brought by either against the other, for any matter concerning this Lease or the Unit. The giving up of the right to a Jury Trial is a serious matter. There are rules of law that protect that right and limit the type of action in which a Jury Trial may be given up. Tenant gives up any right to bring a counterclaim or set-off in any action by Landlord against Tenant on any matter directly or indirectly related to this Lease.

25. Bankruptcy, insolvency

If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the 30 days, the Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

26. No Waiver

Landlord's failure to enforce, or insist that Tenant comply with a term in this Lease is not a waiver of Landlord's rights. Acceptance of rent by Landlord is not a waiver of Landlord's rights. The rights and remedies of Landlord are separate and in addition to each other. The choice of one does not prevent Landlord from using another.

27. Illegality

If a term in this Lease is illegal that term will no longer apply. The rest of this Lease remains in full force.

28. Representations, changes in Lease

Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party.

29. Inability to perform

If due to labor trouble, government order, lack of supply, Tenant's act or neglect or any other cause not fully within the Association's reasonable control, the Association, or Board of Managers is delayed or unable to carry out any of their respective obligations, requirements, promises or agreements, if any, this Lease shall not be ended or Tenant's obligations affected in any manner.

30. Limit of recovery against Landlord

Tenant is limited to Landlord's interest in the Unit for payment of a judgment or other court remedy against Landlord.

31. End of Term

At the end of the Term, Tenant must: leave the Unit clean and in good condition, subject to ordinary wear and tear; remove all of Tenant's property and all Tenant's installations and decorations; repair all damages to the Unit and Building caused by moving; and restore the Unit to its condition at the beginning of the Term. If the last day of the Term is on a Saturday, Sunday or State or Federal holiday the term shall end on the prior business day.

32. Space "as is"

Tenant has inspected the Unit and Building. Tenant states that they are in good order and repair and takes the Unit as is. Sizes of rooms stated in brochures or plans of the Building or Unit are approximate and subject to change. This Lease is not affected or Landlord liable if the brochure or plans do not show obstructions or are incorrect in any manner.

33. Quiet enjoyment

Subject to the terms of this Lease, as long as Tenant is not in default Tenant may peaceably and quietly have, hold, and enjoy the Unit for the Term.

34. Landlord's consent

If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.

35. Lease binding on

This Lease is binding on Landlord and Tenant and their heirs, distributees, executors, administrators, successors and lawful assigns.

36. Landlord

Landlord means the owner of the Unit. Landlord's obligations end when Landlord's interest in the Unit is transferred. Any acts Landlord may do may be performed by Landlord's agents.

37. Broker

If the name of a Broker appears in the box at the top of the first page of this Lease, Tenant states that this is the only Broker that showed the Unit to Tenant. If a Broker's name does not appear Tenant states that no agent or broker showed Tenant the Unit. Tenant will pay Landlord any money Landlord may spend if either statement is incorrect.

38. Paragraph headings

The paragraph headings are for convenience only.

39. Rules

Tenant must comply with these Rules. Notice of new or changed Rules will be given to Tenant. Landlord, the Association or Board of Managers need not enforce Rules against other tenant. Landlord is not liable to Tenant if another tenant violates these Rules. Tenant receives no rights under these Rules:

(1) The comfort or rights of other tenants must not be

interfered with. Annoying sounds, smells and lights are not allowed.

(2) No one is allowed on the roof. Nothing may be placed on or attached to fire escapes, sills, windows or exterior walls of the Unit or in the hallway or public areas. Clothes, linens or rugs may not be aired or dried from the Unit or on terraces.

(3) Tenant must give the Landlord keys to all locks. Locks may not be changed or additional locks installed without Landlord's consent. Doors must be locked at all times. Windows must be locked when Tenant is out. All keys must be returned to Landlord at the end of the Term.

(4) Floors of the Unit must be covered by carpets or rugs. Waterbeds or furniture containing liquid are not allowed in the Unit.

(5) Dogs, cats or other animals or pets are not allowed in the Unit or Building. Feeding of birds or animals from the Unit, terraces or public areas is not permitted.

(6) Garbage disposal rules must be followed. Wash lines, vents and plumbing fixtures must be used for their intended purpose.

(7) Laundry machines, if any, are used at Tenant's risk and cost. Instructions must be followed. Landlord may stop their use at any time.

(8) Moving furniture, fixtures or equipment must be scheduled with Landlord. Tenant must not send Landlord's employees on personal errands.

(9) Improperly parked cars may be removed without notice at Tenant's cost.

(10) Tenant must not allow the cleaning of the windows or other part of the Unit or Building from the outside.

(11) Tenant shall conserve energy.

(12) Tenant may not operate manual elevators. Smoking or carrying lighted pipes, cigarettes or cigars is not permitted in elevators. Messengers and trade people must only use service elevators and service entrances.

(13) The entrances, halls and stairways may only be used to go to or leave the Unit.

(14) Professional tenants must not allow patients to wait in public areas.

(15) Inflammable or dangerous things may not be kept or used in the Unit.

(16) No tour of the Unit or Building may be conducted. Auctions or tag sales are not permitted in Units.

(17) Bicycles, scooters, skate boards or skates may not be kept or used in lobbies, halls or stairways. Carriages and sleds may not be kept in lobbies, halls or stairways.

40. Appliances, etc., included in Lease

The Lease includes only personal property itemized on the annexed schedule called the Personal Property schedule.

41. Definitions

a) "Association" means the Unit Owners Association and/or any organization, whether or not incorporated, whose membership is essentially limited to owners of units in the Condominium or in condominiums located in the vicinity.

b) Words defined in applicable statutes have the meanings therein set forth.

c) "Condominium" — See Heading.

d) "Unit" — See Heading.

e) "Board of Managers" — group of persons selected, authorized and directed to manage and operate a condominium, as provided by the Condominium Act, and the Declaration.

f) "Building" — See Article 1.

g) "Common Charges" — each unit's share of the common expenses in accordance with its common interest in the common elements of the Condominium.

h) "Common Elements" — that which is described in the Declaration.

i) "Common Expenses" — the actual and estimated expenses of operating the Condominium and any reasonable reserve for such purposes, as found and determined by the Board of Managers plus all sums designated common expenses by or pursuant to the Condominium Act, or the declaration.

j) "Common Interest" — the proportionate, undivided interest each Unit-owner has in the common elements.

k) "Unit-owner" — the person or persons owning 1 or more units in the condominium in fee simple.

42. Increase in Common Charges

A. Tenant shall pay to Landlord, as added rent, all increases in Common charges, Common Expenses and Association dues related to the Unit, which exceed those charges, expenses or dues payable on the date of this Lease.

B. Tenant shall pay to Landlord, as added rent, the Unit's Common Interest share of any increase in the Real Estate Taxes (including all equivalent, and/or use and/or supplemental taxes and taxes assessed against the Condominium as a substitute for Real Estate Taxes) above the Real Estate Taxes assessed or imposed against the Condominium (including but not limited to increases in assessed value or tax rate) for the fiscal tax year in effect on the commencement date of the term of this Lease.

43. No Liability

A. Landlord, the Board of Managers, the Association and their respective agents, contractors and employees, shall not be liable for, injury to any person, or for property damage sustained by Tenant, its licensees, invitees, guests, contractors and agents, or by any other person for any reason except for negligence of Landlord, the Board of Managers or the Association.

B. Tenant agrees to protect, indemnify and save harmless Landlord, the Board of Managers and the Association from all losses, costs, or damages suffered by reason of any act or other occurrence which causes injury to any person or property and is related in any way to the use of the Unit.

44. Automobiles

The use or storage of Tenant's or any other person's automobile whether or not parked or being driven in or about the Building

Tenant should any employee or the Condominium assist Tenant or take part in the parking, moving or handling of Tenant's or any other person's automobile or other property given to the custody of any employee for any reason whatsoever, that employee is considered the agent of Tenant or such other person and not of Landlord, the Condominium, the Board of Managers or the Association and none of them shall be liable to Tenant or to any other person for the acts or omission of any employee or for the loss of or damage to the automobile or any of its contents.

Any vehicle or personal property belonging to Tenant, which in the opinion of Landlord, the Association or Board of Managers is considered abandoned, shall be removed by Tenant within 1 day after delivery of written notice to Tenant. If Tenant does not remove it, Landlord or the Association may remove the property from the area at Tenant's cost.

45. Garage Space

If a garage space is included in this Lease the fee that Tenant must pay Landlord appears in the box at the top of the first page of this Lease. It is payable as added rent. The number of the garage space will also appear in the box. If a garage space number does not appear Tenant states that no garage space is leased to Tenant.

46. Voting

This Lease relates solely to the use and occupancy of the Unit and as specifically stated. This Lease does not include the transfer or

Landlord's sole right to vote without restriction, with respect to any matter related to the Unit.

47. No Affirmative Obligations of Landlord

Landlord is not obligated to provide or render any services whatsoever to the Tenant or perform any affirmative obligations under the terms of this Lease. Landlord is not liable for damages or otherwise in the event Tenant suffers them as a result of any act committed or omitted to be performed by the Association, Board of Managers, or any other party. Landlord shall not be liable to Tenant, its successors, assigns or subtenants with respect to any of the affirmative obligations to be performed by any third party including the Association or Board of Managers under the Declaration and Landlord is released from liability. Tenant must continue to pay all rent and added rent as required under the terms of this Lease in spite of any failure of performance. None of the terms of this Lease shall in any way be affected as a result of that failure. Landlord will use its reasonable efforts (provided at no expense to Landlord) in demanding the performance, by the party obligated, of its obligations under the applicable agreement including any obligation to provide services. Tenant agrees to indemnify and save Landlord harmless from and against any and all claims, liabilities or demands arising from the Declaration or other agreement related to any act, omission or negligence of Tenant.

Rider Additional terms on page(s) initialed at the end by the parties is attached and made a part of this Lease.

Signatures, effective date Landlord and Tenant have signed this Lease as of the above date. It is effective when Landlord delivers to Tenant a copy signed by all parties.

LANDLORD:

TENANT:

WITNESS

GUARANTY OF PAYMENT

Date of Guaranty 19.....

Guarantor and address

1. **Reason for guaranty** I know that the Landlord would not rent the Unit to the Tenant unless I guarantee Tenant's performance. I have also requested the Landlord to enter into the Lease with the Tenant. I have a substantial interest in making sure that the Landlord rents the Premises to the Tenant.

2. **Guaranty** I guaranty the full performance of the Lease by the Tenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.

3. **Changes in Lease have no effect** This Guaranty will not be affected by any change in the Lease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will bind me even if I am not a party to these changes.

4. **Waive of Notice** I do not have to be informed about any default by Tenant. I waive notice of nonpayment or other default.

5. **Performance** If the Tenant defaults, the Landlord may require me to perform without first demanding that the Tenant perform.

6. **Waiver of jury trial** I give up my right to trial by jury in any claim related to the Lease or this Guaranty.

7. **Changes** This Guaranty can be changed only by written agreement signed by all parties to the Lease and this Guaranty.

Signatures

GUARANTOR:

WITNESS:

Guarantor's address:

RIDER

1. The parties acknowledge that this Lease is subject to the Declaration, By-Laws and House Rules of The Consulate on the Park Condominium. It is also subject to any other agreement to which the Landlord is subject. The Tenant has read the Declaration, By-Laws, and House Rules and agrees not to violate either in any way. Copies of the Declaration, By-Laws and House Rules have been given to the Tenant and the Tenant agrees to be bound thereby and the obligations hereunder.
2. The provisions of the Declaration, By-Laws and House Rules are expressly made part of this Lease. All the provisions of the Declaration, By-Laws and House Rules applying to the Landlord are binding on you, the Tenant. Any breach of the terms of the Declaration, By-Laws or House Rules by the Tenant will be deemed a material breach of this Lease and grounds for cancellation, in addition to any other remedy at law or equity that the Landlord may have. The Tenant agrees to give up his or her right to a trial by jury on any issue.
3. The parties acknowledge the right of the Board of Managers or their agent, to institute summary proceedings to enforce the terms of the Lease, and that the Tenant shall be liable to the Landlord or the Board of Managers for the reasonable attorney fees attendant thereto, in addition to the costs and disbursements of such action.
4. The Tenant agrees to obtain adequate fire contents insurance in the minimum amount of \$25,000 and general liability insurance in the minimum amount of \$300,000 naming the Landlord and The Consulate on the Park Condominium as additional insured. Failure to obtain and provide proof of same prior to the commencement of this Lease shall be deemed a material default herein and shall be grounds for cancellation of this Lease.
5. This Lease may not be modified, amended, extended, or assigned without the prior consent in writing of the Board of Managers of the Condominium; nor shall the Tenant sublet the demised premises, or any part thereof, without the prior consent in writing of the Board of Managers; and the said Board of Managers shall have the power to terminate this Lease and/or bring summary proceedings to evict the Tenant in the name of the Landlord in the event of the default by the Tenant in the performance of any of the terms and conditions of this Lease. The Landlord hereby constitutes and appoints the Board of Managers of The Consulate on the Park Condominium as Agent for the Landlord with full rights and powers to carry out the terms and conditions of this paragraph as it relates to the power of the Board of Managers to terminate this Lease and to bring summary proceedings to evict the Tenant.

6. Incorporated by reference, in the same manner as if attached hereto and made a part of this Lease, are the provisions of the Declaration, By-Law, Rules and Regulations and Floor Plans of The Consulate on the Park Condominium, as the same may be amended from time to time. In the event of a conflict between the terms of this Lease and/or Rider, then the provision of the Declaration, By-Laws, Rules and Regulations and Floor Plans of the Condominium shall prevail; where there is no conflict, then the provisions of the Declaration, By-Laws, Rules and Regulations and Floor Plans shall be deemed supplemental and additional to the terms and conditions of this Lease.
7. The Board of Managers shall have the power to terminate this Lease and/or to bring summary proceedings to evict the Tenant in the name of the Landlord hereunder in the event of (i) a default by the Tenant in the performance of his obligations under this Lease or (ii) a foreclosure of the lien granted by Section 339-z of the Real Property Law of the State of New York.
8. In the event that the Landlord shall fail to pay to the Condominium common charges, assessments, late fees or any other charges due, the Board may cause written notice to be served upon the Tenant requiring it to pay any and all rent which is due the Landlord directly to the Condominium until such time as the Tenant is notified that all charges due the Condominium have been paid in full. Tenant agrees to make such payments as required by the Condominium and such payments shall be credited against any claim by the Landlord for rent, all as provided for in Section 339-kk of the Real Property Law of the State of New York.
9. The Tenant shall not contract with any contractor or provider of services for the Unit without the express written permission of the Landlord and the Board of Managers as required by the Rules and Regulations with respect to the Unit.
10. This Lease may be changed only by an agreement in writing signed by the parties to the Lease, including The Consulate on the Park Condominium.

LANDLORD:

TENANT:

Dated: _____

Dated: _____

MEMORANDUM

DATE:

TO: ALL RESIDENTS AND UNIT OWNERS

FROM: THE BOARD OF MANAGERS

SUBJECT: RULES AND REGULATIONS

Attached for your reference is an updated copy of the Rules and Regulations for The Consulate on The Park.

The Board of Managers has devoted a considerable amount of time and effort in reviewing this material in order to provide you with an up-to-date reference that is specific, clear and concise.

As with any form of communal residence, it is only through everyone being aware of cooperating with and abiding by the "House Rules" that we can continue to make the Consulate a great place to live.

You are urged to retain this document for easy reference. Should circumstances require future updates or alterations only the appropriate page involved will be forwarded to you.



RULES AND REGULATIONS

Effective July 1, 2020

Contents

- A. Introduction
- B. Use and Appearance of the Common Areas
- C. Units
- D. Conduct of Unit Owners/Residents
- E. Use Of Laundry Facilities
- F. Moving
- G. Dumpsters And Recycling
- H. Pets
- I. Vehicles and Parking
- J. Alteration, Improvements or Repairs in or to Unit
- K. Swimming Pool
- L. Administrative Charges (Unless Otherwise Specified In These Rules and Regulations)

A. Introduction

In accordance with the Declaration and By-Laws of The Consulate on The Park Condominium (the "Condominium"), the following Rules and Regulations governing our community have been developed by the Board of Managers (herein "Board"). The Rules and Regulations are in effect until altered or repealed by the Board, and shall supersede all prior published Rules and Regulations and apply to and be binding upon all Residents, which includes Unit Owners and Tenants. Residents shall at all times abide by the Rules and Regulations herein, and shall use their best efforts to see that they are likewise observed by their families, guests, invitees, domestic employees, lessees and persons over whom they exercise control or supervision. Administrative fees may be levied for failure to comply with these Rules and Regulations, as prescribed in Article 2.8, Section 2.2 of the By-Laws.

It is the responsibility of the Board and the Managing Agent to administer and enforce the Rules and Regulations. However, it is the responsibility of each Resident to cooperate and adhere to the Rules and Regulations and Residents are encouraged to report any violations to the Property Manager. The Condominium's Managing Agent is:

Stillman Management, Inc.
440 Mamaroneck Avenue Suite S-512
Harrison, NY 10528
Tel: (914) 813-1900

The Managing Agent was selected by the Board to manage the Condominium and provide the support services we require. The Condominium's Property Manager is:

Sheronda Robinson
Phone: 914-813-1935
srobinson@stillmanmanagement.com

The Property Manager is the liaison between the Residents and the Board of Managers. When you need a question answered or a problem remedied, whether it's something that pertains to common areas, a question about available services, an interpretation of the Rules and Regulations or anything else that may come up, the Property Manager is who you should contact.

All suggestions, concerns, questions, and complaints shall be addressed to the Property Manager, preferably by the website (<https://www.consulateonthepark.org/>). Contact via email, in writing, or by phone should be used for extraordinary circumstances. The Property Manager will either take the necessary action or refer the matter to the Board.

B. Use and Appearance of the Common Areas

1. There shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas without prior consent of the Board or the Managing Agent, except as provided for in these Rules and Regulations.
2. No garbage cans, bottles, mats, boots, clothes or other articles shall be placed in any part of the Common Areas nor shall any fire exit be obstructed in any manner.
3. No article shall be hung or shaken from any doors, windows, or terraces or placed upon the exterior window sills of the Buildings. No hall elevator or lobby of the Buildings shall be decorated or furnished by any Unit Owner in any manner. Seasonal decorations shall be restricted to the door of the Unit and hung appropriately. Such decorations should be removed promptly after the appropriate holiday. No decorations that create a safety hazard will be permitted.
4. Neither residents, children nor their guests shall play in the entrances, hallways, elevators, stairwells, lobbies, parking lot, roadway, or any landscaped areas.
5. Except as otherwise provided in the By-laws, no public hall, elevator or lobby of the Buildings shall be decorated or furnished by any Unit Owner in any manner.
6. No additional building or structure of any kind shall be placed or maintained on the Condominium property.
7. No bicycles, scooters, shopping carts, baby carriages or similar vehicles shall be taken into or out of the Buildings through the main entrance. Any of the above mentioned vehicles shall not be left in the public halls, passageways or other Common Areas of the Buildings. No motorized vehicles shall be taken into the Buildings, except for use by the disabled.
8. All service, delivery, and moving persons must use the service entrance. Trunks, heavy baggage, and furniture shall be taken in or out of the Buildings through the service entrance only. Any damage to the interior or exterior portion of the Buildings caused by the moving or carrying of articles shall be billed to and paid by the Owner of the Unit from which, or to which moving occurs.
9. Stairwell doors shall be kept closed at all times except when in actual use of entering or exiting the stairs.
10. No Resident shall install any exterior planting or alter any of the existing landscaping work including grass, trees, shrubs and flowers.

C. Units

1. Each Resident and Unit Owner shall keep his Unit in a good state of repair and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.
2. No window guards or window decorations shall be used in or about any Unit, except such as shall have been approved by the Board or the Managing Agent.
3. Unit Owners shall install and maintain in good operating condition, smoke and carbon monoxide detectors in each unit, in accordance with Village of Tuckahoe Fire Prevention and Protection requirements.
4. Washing machines and/or dryers are not permitted inside any Unit. Clothes and other articles shall not be dried or aired from windows or from the railings outside of the windows.
5. No radio or television satellite dish, antenna or mobile telephone or radio transmitting or receiving equipment shall be placed on, or hung from any portion of the exterior of the Buildings or upon the grounds of the Condominium property without prior written approval by the Board or the Managing Agent. Any request to install a satellite dish shall be subject to rules promulgated by the Board consistent with FCC Regulations.
6. No sign, notice, advertisement, or illumination shall be inscribed or exposed on or at any window or other part of the Buildings, except such as pursuant to the Declaration or the By-Laws nor shall anything be projected from any window of a Unit.
7. All radio, television, air conditioner, other electrical equipment or appliance of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the public authorities having jurisdiction, thereof, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, air conditioner or other electrical equipment or appliance in such Unit.
8. No Unit Owner or Resident shall make or permit any disturbing noises or offensive activity in the Buildings or in any Unit at any time of the day or do or permit anything to be done therein, which will unreasonably interfere with the rights, comforts or quiet enjoyment of other Unit Owners or Residents. No Unit Owner or Resident shall permit unreasonable cooking or other odors to escape into the Buildings. No Unit Owner or Resident shall play upon or suffer to be played upon any vocal or musical instrument, or operate or permit to be operated a stereo, television, loudspeaker or other sound amplification device in their Unit between 11:00 P.M. and the following 9:00 A.M., if the same shall disturb or annoy other occupants of the Buildings.

KEEP THIS SHEET FOR YOUR RECORDS

9. No alteration, renovation, or construction may take place in or to a Unit without prior written approval by the Board or the Managing Agent and pursuant to such forms and information as the Board may require to be completed and provided, and further pursuant to any conditions the Board may make. No alteration, renovation, construction, repair work or other installation shall be conducted in any Unit except between the hours of 9:00 A.M. and 5:00 P.M., Monday through Saturday. No alteration, renovation, or construction may take place on a Sunday or legal holiday. Legal holidays are as follows: New Years Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. Violators are subject to the loss of their damage deposit.
10. Nothing shall be altered, constructed, or removed from any Unit to structurally change it without the prior written approval of the Board and pursuant to such forms and information as The Board may require to be completed.
11. Except in the case of an emergency, as to which no prior notice shall be required, the employees or agents of the Board or the Managing Agent thereof, and any contractor or workman authorized by the Board or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests, or to investigate, identify and repair anything in the Unit which is damaged or which is causing damage to the Unit, another Unit or the Common Elements and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests or repairing or causing to repair that which is causing such damage. Residents are encouraged to use the exterminator service provided by the Board, or use their own means of pest control.
12. The Superintendent shall be given a passkey to each Unit. If any lock is altered or a new lock installed, the Superintendent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner or Resident is not personally present to open and permit entry to his Unit at any time when an entry therein is necessary or permissible under the Rules and Regulations or under the By-Laws and has not furnished a key to the Superintendent, then the Board or the Managing Agent or their agents may forcibly enter such Unit without liability for damages or trespass. Any damages caused to the door or otherwise in order to gain entry shall be at the cost of the Unit Owner. If any key or keys are entrusted by a Unit Owner or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of The Condominium or the Managing Agent, whether for such Unit Owner's Unit, vehicle or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Board, Superintendent, or Managing Agent shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

KEEP THIS SHEET FOR YOUR RECORDS

13. Nothing shall be done or kept in any Unit or in the Common Areas, which shall increase the rate of insurance of the Buildings or contents thereof. No Unit Owner or occupant shall permit anything to be done or kept in his Unit or in the Common Areas of the Buildings that will result in the cancellation of insurance on the Buildings or which would be in violation of any law, code or municipal ordinance.
14. Unless expressly authorized in writing to the contrary by the Board, in each case 80% of the floor area of each Unit (excepting the kitchens, bathrooms and closets) must be covered with rugs, carpeting or noise reducing material and padding of sufficient quality to serve as an effective noise reducing barrier.
15. All Unit Owners must obtain and maintain comprehensive liability insurance covering their respective Unit(s) with minimum liability coverage of \$300,000.00 each. A written certification of insurance evidencing proof of current coverage must be delivered to the Managing Agent. **For new Unit owners, proof of insurance coverage shall be provided prior to or at closing.** Violators shall be subject to a \$100.00 administrative charge for every month adequate proof of insurance has not been provided to the Managing Agent. A violation occurring for part of a month shall be subject to the same charge.

D. Conduct of Unit Owners/Residents

1. No Resident or Unit Owner shall send any employee of the Condominium or of the Managing Agent out of the Buildings on any private business, nor shall any Resident or Unit Owner engage any employee to perform private repairs or business during said employee's scheduled workday.
2. Residents, their families, guests, employees, agents, visitors or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Buildings.
3. No Resident or any of his agents, employees, licensees or visitors shall at any time bring into or keep in the storage unit, garage or parking space any poisonous, toxic, flammable, combustible or explosive fluid, material, chemical or substance; nor shall any such persons at any time bring into or keep in his Unit any of the aforementioned substances, except as shall be necessary and appropriate for permitted household uses.
4. No open house or exhibition of any Unit or its contents shall be conducted, nor shall a garage sale or tag sale or an auction sale be held in any Unit.
5. In the event that any Unit is used for home occupation purposes that are permitted by law, in no event shall any patient, client or other invitee be permitted to wait in the lobby, public hallway or vestibule of the Buildings.
6. Residents must clean up any spillage or refuse caused by them or their pets within the Common Areas in order to maintain the appearance of the Common Areas.
7. The exterior of each Unit's door (glass and wood trim) shall be kept clean by the Resident thereof. If not, the door may be cleaned by an agent of The Condominium at the Unit Owner's expense.

E. Use Of Laundry Facilities

1. The washing and drying machines located in the laundry rooms of the Buildings shall be used in such a manner and at such times as the Board or the Managing Agent may direct. Laundry room hours are 7:00 A.M. to 11:00 P.M., Monday through Friday, and 8:00 A.M. to 11:00 P.M. on Saturday and Sunday. Equipment must be used according to posted regulations.
2. Laundry facilities are to be used on a first come, first served basis. Laundry must be removed promptly to allow others access. Residents have the right to remove laundry from washing machines or dryers if they have to wait more than 5 minutes for machines to be emptied.
3. Machines tubs, filters, sinks and dryers shall be cleaned after use.
4. There shall be no dying or tinting of clothes in the machines.
5. Laundry facilities are available for the exclusive use of Residents of the Condominium only.
6. The Laundry cart is to be kept at all times in the appropriate laundry room.

F. **Moving**

1. The Managing Agent must be notified in writing in advance of any planned move into or out of The Condominium. **A written permit must be obtained from the Managing Agent, filled out, and returned to the Managing Agent at least 3 business days prior to moving in or out. The Superintendent must be notified 48 hours prior to the move-in/out or permission will be denied.** Administrative fees and a \$100.00 moving fee and a damage deposit of \$250.00¹ must be paid to the Managing Agent in order to obtain a permit. Moving hours are 9:00 A.M. to 5:00 P.M., Monday thru Saturday. Moving is not allowed on Sunday or a legal holiday. Legal holidays are as follows: New Years Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas Day. Violators are subject to the loss of their damage deposit.
2. Furniture and appliance deliveries must be scheduled in advance with the Superintendent. Such deliveries must be made using the service entrance.
3. The Unit Owner will be liable for The Condominium's cost to repair any damage to the Common Areas of the Buildings and grounds caused by the Unit Owner, its Tenants or their movers during the move.

¹ For Unit Owners, the damage deposit will be refunded if an inspection of the Common Areas of the Buildings and grounds reveals that no damage was caused by the Unit Owner or its movers during the move and that the move was made in accordance with the Rules and Regulations. For Renters, the damage deposit will be retained until the end of the lease, and will be refunded if an inspection of the Common Areas of the Buildings and grounds reveals that no damage was caused by the Renter or its movers during the move and that the move was made in accordance with the Rules and Regulations.

G. Dumpsters And Recycling

1. All household garbage must be placed in tied plastic bags and put inside the dumpsters located on the grounds of The Condominium, and not on the top or by the side. Dumpster lids and wooden gates shall be kept closed at all times. If a dumpster is full, garbage must be placed in another dumpster at another location. Household garbage shall not be deposited in the laundry rooms.
2. The Condominium, in accordance with the law, is required to recycle. Newspaper/Cardboard and Glass/Plastic/Metal containers can be found in the garages of each Building. All bins are clearly marked. Newspapers and cardboard should not be mixed with the Commingles. Commingles are plastic bottles, glass bottles and metal cans only. All Commingles shall be rinsed out before being deposited in the appropriate bins. Items for recycling should not be put into plastic bags. Coat hangers, Styrofoam, plastic from dry cleaning and plastic packing cannot be recycled and should be bagged separately and put inside the dumpsters. All Residents shall comply with all municipal and county regulations regarding recycling at all times. Any penalty imposed on The Condominium due to a Resident's failure to comply with those regulations shall be back-billed to the offending Resident.
3. No large furniture, appliances, construction material, carpeting, or other bulk items may be placed in or around the dumpsters without prior permission from the Board, Managing Agent or Superintendent. All bulk items should be placed at the recommended area on the day of or the day before the scheduled pick-up (refer to the sanitation & recycling schedule as provided on the community website) or must otherwise be removed from the Condominium property by the Unit Owner/Resident or their employee. Any cost incurred by The Condominium for removing any such item will be billed to the Unit Owner or whose Tenant disposed of the same.
4. Christmas trees shall be carried into and out of the buildings wrapped in a sheet or plastic so as not to leave a trail of debris in the Common Areas. They then shall be placed neatly by the garbage dumpster on the day of or the day before the scheduled pick-up. Any debris left while removing Christmas trees shall be cleaned up by the Resident or the cost thereof shall be billed and collected therefrom.
5. All mattresses and box springs must be encased in a plastic bag before being placed by the dumpster on the day of or the day before the scheduled pick-up. A plastic bag can be requested from the Superintendent.

H. Pets

1. Unless expressly approved by the Board or the Managing Agent, no dogs, reptiles, rodents or birds shall be permitted, kept or harbored in the Buildings or on the grounds of The Condominium under any circumstances, either permanently or temporarily. No guest, visitor or invitee of any Unit Owner or Tenant shall be permitted to bring any dogs, reptiles, rodents or birds to the Buildings or grounds of The Condominium at any time, for any duration, or for any reason.
2. Service dogs or emotional support animals with proper written certification are permitted only upon **prior** written approval by the Board. Approved pets must be kept in control, either on a leash or carried when entering or leaving the Buildings. While outside around the Condominium property, animals must be on a leash to protect neighbors and wildlife. Violators shall be subject to a \$100.00 administrative charge for each occurrence.
3. Residents are responsible for immediately cleaning up after their pets. Violators shall be subject to a \$100.00 administrative charge for each occurrence.
4. Residents are fully responsible for any property damage or personal injury caused by their pets.
5. Any excess barking or aggressive behavior, whether inside a Unit or on the grounds of The Condominium which shall cause annoyance, alarm or disturbance shall be considered an actionable nuisance and an unreasonable disturbance. The owner of the offending service animal shall be subject to a \$100.00 administrative charge for each occurrence. In addition, at the option of the Board, legal action to compel removal of the offending animal may be instituted, the cost of which shall be charged against the Unit Owner of the apartment in which the animal is kept or harbored.

I. Vehicles and Parking

1. All Residents' vehicles must be registered with the Superintendent and must display the appropriate parking sticker clearly in the vehicle. Parking stickers must be installed by the Superintendent for Residents presenting proper documentation. When a Resident moves, the move-out deposit will be refunded only upon return of the sticker.
2. All vehicles entering The Condominium must check in at the Gatehouse. Neither Residents nor their guests may enter through the exit side of the Gatehouse unless directly to do so by the Gatehouse attendant or Superintendent.
3. Visitors must provide the Gatehouse attendant with all information requested by the attendant and a Visitor Parking Pass will be issued with the unit number of the Resident being visited. Passes must be clearly displayed at all times.
4. All guest vehicles are restricted to designated Visitor Parking though a Resident may allow a guest to park in a parking space that is owned or leased by the Resident for any period of time with a valid Visitor Parking Pass.
5. No vehicle shall be parked in such a way as to impede access to parking garages, parking spaces, building entrances, fire lanes or dumpsters. Vehicles may stop in the fire lane to load or unload a vehicle but not exceeding a period of ten minutes.
6. No vehicle shall be parked in any way other than within a clearly defined parking spot, and the vehicle must be within the painted boundaries.
7. Resident vehicles are not permitted in Visitor Parking without a Visitor Parking Pass.
8. Overnight parking is not permitted in Visitor Parking unless a Visitor Parking Pass is issued by the Gatehouse. Information to be provided to the Gatehouse shall include the plate number of the visitor's vehicle, together with the telephone number where the visitor may be contacted. Any usage of the visitor's space for more than three consecutive nights must be approved by the Board. A record will be maintained of all vehicles in Visitor Parking after 3:00 A.M. Any unauthorized vehicles parked after that hour will be issued a warning notice for the first occurrence and will be subject to towing on any subsequent occasion.
9. No vehicle shall proceed through the parking lot at a speed in excess of 15 mph, or with a loud radio playing, or with horn honking.
10. No auto repair, maintenance or washing of cars is permitted on The Condominium property. Vehicles parked in areas where they are soiled by bird droppings may make use of hose in front of Building Two to rinse off their vehicle in order to remove those droppings.
11. In order to maintain The Condominium's residential appearance, overnight and/or extensive daytime parking of vehicles displaying business advertising and/or commercial plates is not permitted.

KEEP THIS SHEET FOR YOUR RECORDS

12. Violation of the following rules may, in addition to the imposition of an administrative charge of \$100 administrative fee for each occurrence, result in towing of the violating vehicle at the owner's expense.
 - a. Residents who park in Visitor Parking without a Visitor Parking Pass or who otherwise improperly park will be towed without warning.
 - b. Visitor vehicles improperly parked in assigned spaces will be towed at the request of the Owner of the space. If the vehicle has not been logged in at the Gatehouse, it will be towed without warning.
 - c. Any vehicle parked in such a way as to impede access to parking garages, parking spaces, building entrances, fire lanes or dumpsters will be towed without warning.
13. The indoor garage spaces are intended for the primary purpose of parking motor vehicles. Residents may store items that aid in travel/mobility, such as bicycles, strollers, and shopping carts. Any other items must not be stored without **prior approval by the Managing Agent or Superintendent**. Owners shall assume all risk for loss of or damage to items placed in the garage space.
14. All items must be stored in a neat manner and not block or impede any traffic or create any safety or hazardous condition in the garage. Improperly stored items will be disposed of by the The Condominium's staff without liability on the part of the Board or Staff.

J. **Alteration, Improvements or Repairs in or to Unit**

Items 1-3 are promulgated pursuant to Article 6.11 of the By-laws²:

1. No Unit Owner shall make any structural alteration, addition, improvement or repair in or to his Unit without prior written approval of the Board or the Managing Agent. Any Unit Owner seeking approval for such structural alteration, addition, improvement or repair shall submit a written request in an application form approved by the Board or the Managing Agent and available from the Managing Agent. The Unit Alteration Request Form is also available on **<https://www.consulateonthepark.org>**. Accompanying this form shall be any drawings, plans, insurance certificates, contracts, building permits and the like which the Board or Managing Agent may require. Any approval granted for structural alteration, addition, improvement and repair shall include conditions, including but without limitation, the days and hours during which any work may be done. No alteration that would be visible from the external hallway is allowed.
2. All structural alterations, additions, improvements and repairs by a Unit Owner shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction thereof. As a condition to the granting of approval for such a request, the Unit Owner will be required to execute an agreement holding the Board and all other Unit Owners harmless from any liability arising from such work.
3. All work shall be performed by contractors licensed by Westchester County and a copy of said license, insurance and workers compensation policy shall be provided to the Managing Agent prior to the commencement of any such work.
4. There shall be an administrative charge imposed for failure to obtain the express written approval of the Board prior to the commencement of any structural alteration, addition, improvement, or repair to a Unit; for failure to adhere to the specifications of the structural alteration, addition, improvement or repair for which authorization is granted; or for any other failure to observe the rules contained herein in the amount of \$500.00 per incident. Failure to obey any stop work notice issued by the Board or Managing Agent shall be deemed a separate incident for each stop work order issued. The administrative charge shall be deemed additional common charges as provided in the By-laws and Declaration of The Condominium and not a penalty and shall be collected as such. In addition, The Condominium may commence an action to compel removal of the unauthorized work or seek such other relief as it may choose.

² A copy of the by-laws can be requested from the Managing Agent.

K. Swimming Pool

1. The swimming pool is open from the Saturday of Memorial Day weekend to the Monday of Labor Day weekend. The pool will be open from 12:00 P.M. to 8:00 P.M. (or at dusk if earlier) on weekdays, and from 10:00 A.M. to 8:00 P.M. (or at dusk if earlier) on weekends and holidays. Pool hours and dates are subject to change. Proof of residency at the Condominium (i.e. pool pass) must be presented when requested by the Lifeguard.
2. All guests must be accompanied by a Resident at all times. Guests of Residents may be asked to leave if the pool is at capacity and a Resident wishes to use it.
3. Children under the age of sixteen (16) must be accompanied and supervised by an adult over the age of 18. All children under the age of six (6) must be accompanied in the pool by an adult at all times. No exceptions will be made.
4. Children, who cannot swim, as determined by the attending Lifeguard, will not be allowed in the deep end of the pool.
5. No running or ball playing in the pool area will be allowed. Make your children aware of this and monitor them at all times.
6. Personal flotation devices (arm bands, rings, etc.) are not permitted unless approved by the Lifeguard on duty.
7. Young children in diapers must wear a swimming diaper such as "Luvs Splashwear" or "Huggies Little Swimmers." etc., for sanitary reasons. They must be changed as soon as they are soiled. Health regulations prohibit the changing of children's diapers or swimsuits on pool premises. Please use the bathrooms.
8. Smoking cigarettes, cigars, pipes or drinking alcoholic beverages is not permitted poolside.
9. Residents whose accounts are in arrears will not be issued pool passes to use the pool or their pool passes will be suspended until the accounts are brought current.
10. No barbecuing, drinking bottles or glass containers are permitted anywhere in the pool area.
11. Lifeguard instructions must be obeyed at all times. The Lifeguard's decision is final. Anyone who refuses to obey an order of a Lifeguard will be asked to leave the pool area immediately. Refusal to leave will result in the filing of a complaint with the Tuckahoe Village Police Department. In addition, violators may lose their privilege to use the pool as the Board may in its discretion determine.

RESOLUTION

WHEREAS, the Board of Managers of The Consulate on the Park Condominium is aware that various situations have arisen and may arise in the future wherein personal injury and property damage has occurred to the person and property of both residents and non-residents in the premises of the condominium and that such damage and injury has been or may be caused by residents and non-residents alike, and

WHEREAS, the adjudication of fault and responsibility has resulted and may in the future result in various findings of financial liability against The Consulate on the Park Condominium and/or its residents, and

WHEREAS, the Board of Managers of The Consulate on the Park Condominium is charged with the duty to secure the financial protection of the condominium and the benefits for all residents of the rights and obligations contained in its By-Laws and House Rules,

NOW THEREFORE, be it resolved that the House Rules are hereby amended to include the following:

1. All unit owners of The Consulate on the Park Condominium must obtain and maintain comprehensive liability insurance covering their respective units with minimum liability coverage of \$300,000.00 each.
2. A written certificate of insurance evidencing proof of current coverage including the name of the insurance company, dates of coverage, the amounts of coverage, the certificate policy number and name, address and telephone number of the broker, if any, must be delivered to the Managing Agent by March 15, 2011 and by March 15th of each ensuing year.
3. Failure to provide the information requested, or to obtain and/or maintain the required insurance, shall subject the Unit Owner to an administrative charge in the amount of \$100.00 for every month adequate proof of insurance has not been provided.

This resolution is pursuant to vote taken at a regular Board Meeting on January 18, 2011 and shall become effective immediately.

Approved: M. A. Jusante
President, Board of Managers

Attest: Susan M. Crowley
Secretary, Board of Managers

(corporate seal)

On or before March 15, 2011, all residents shall acquire and have in effect a policy of renters' insurance, homeowners' insurance or other similar form of insurance, to protect the personal property and fixtures in and to the apartment. Such insurance will protect against fire, water and other damage in and to the apartment and the residents' personal property and fixtures therein. Such insurance shall be renewed or replaced from time to time so that the apartment, personal property and fixtures are at all times insured. Each March 15 thereafter, residents shall have to provide the managing agent a certificate or other proof that such insurance is or remains in effect. In addition to the foregoing, residents shall, within ten (10) days after any request from the Board of Managers of Managing Agent, provide evidence that such insurance remains in full force and effect or has been renewed or replaced. For all new owners, proof of such insurance shall be provided at closing.

CONSULATE ON THE PARK

WE ARE AWARE OF THE CONSULATE'S NO DOG PET POLICY AND WILL NOT BRING OR HARBOR INTO THE CONSULATE A DOG OR PET IN VIOLATION THEREOF. AND AGREE TO ABIDE BY ALL THE TERMS AND CONDITIONS LISTED WITHIN.

PROSPECTIVE LESSEE/PURCHASER SIGNATURE

PROSPECTIVE LESSEE/PURCHASER SIGNATURE

APARTMENT NUMBER

DATE: _____

APARTMENT: _____

I/WE HAVE RECEIVED AND READ THE HOUSE RULES FOR CONSULATE ON THE PARK.

PROSPECTIVE LESSEE/PURCHASER SIGNATURE

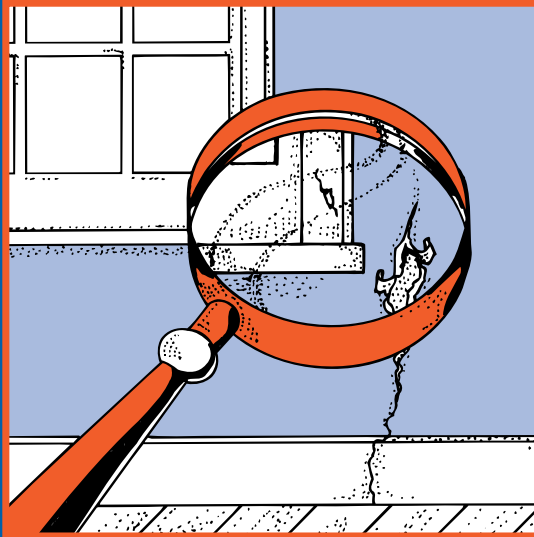
PROSPECTIVE LESSEE/PURCHASER SIGNATURE

I/WE HAVE READ AND UNDERSTOOD THE RULES FROM RULE I REGARDING REPAIRS,
ALTERATIONS AND IMPROVEMENTS.

DATE: _____

PROSPECTIVE LESSEE/PURCHASER SIGNATURE

PROSPECTIVE LESSEE/PURCHASER SIGNATURE



Protect Your Family From Lead In Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

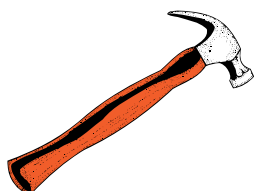
Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

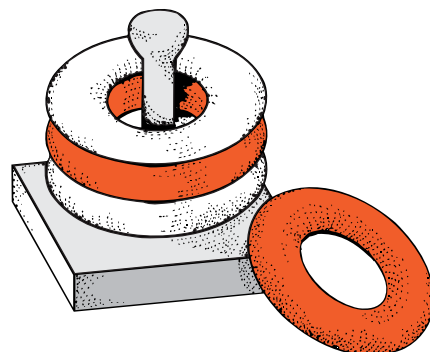
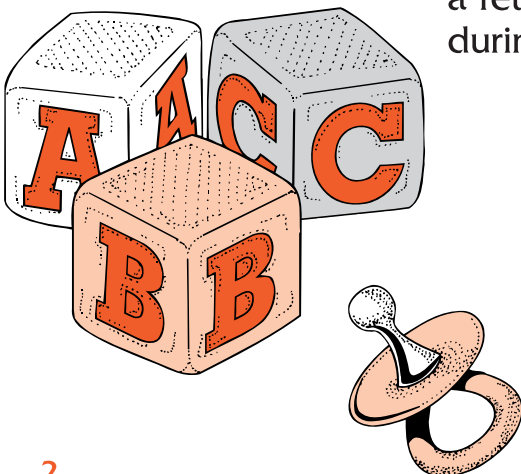
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

- ◆ At this age children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

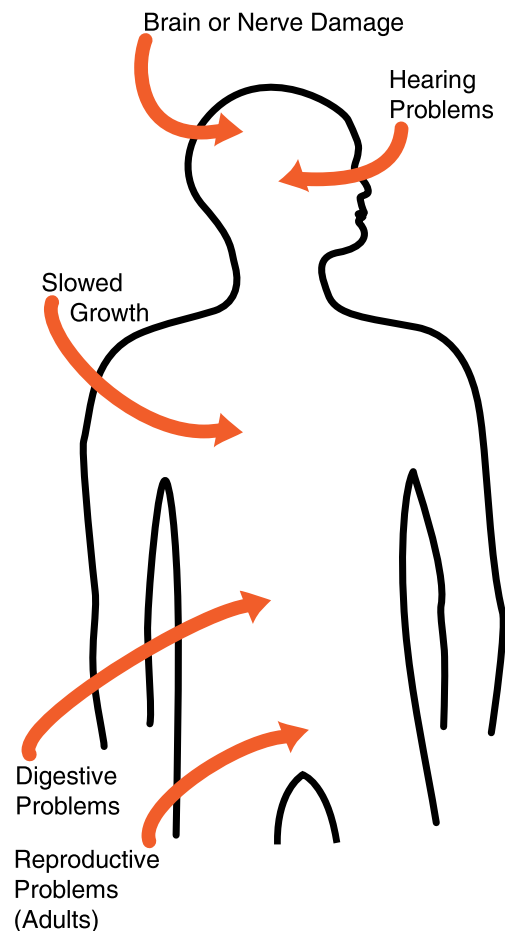
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults too.

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



**Lead affects
the body in
many ways.**

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have. Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.



You can get your home tested for lead in several different ways:

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

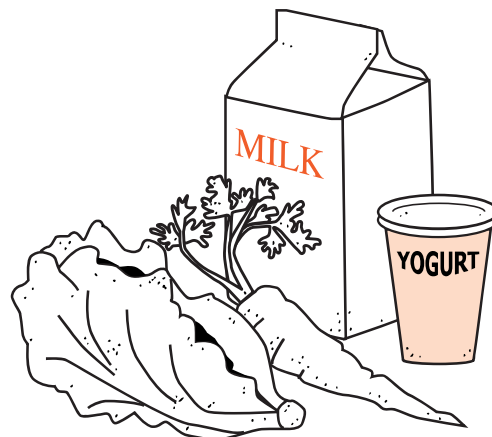
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ **If you rent, notify your landlord of peeling or chipping paint.**
- ◆ **Clean up paint chips immediately.**
- ◆ **Clean floors, window frames, window sills, and other surfaces weekly.** Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ **Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.**
- ◆ **Wash children's hands often, especially before they eat and before nap time and bed time.**
- ◆ **Keep play areas clean.** Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ **Keep children from chewing window sills or other painted surfaces.**
- ◆ **Clean or remove shoes before entering your home to avoid tracking in lead from soil.**
- ◆ **Make sure children eat nutritious, low-fat meals high in iron and calcium,** such as spinach and dairy products. Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

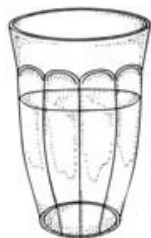
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



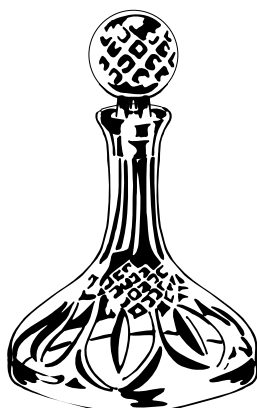
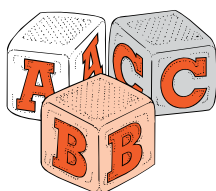
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common sources of lead, other lead sources also exist.

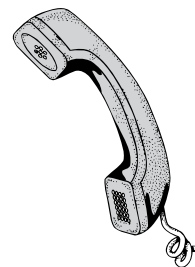


- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ **Old painted toys and furniture.**
- ◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.

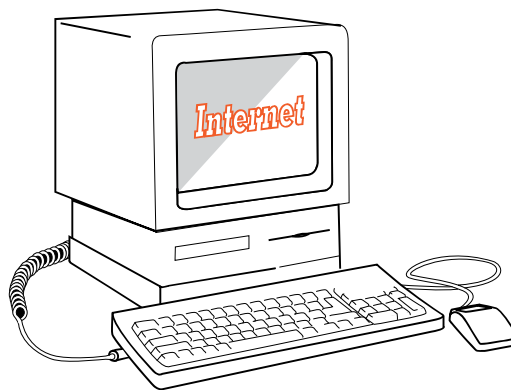


EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.



Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center

Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center

Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center

Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development

Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

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U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
June 2003

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



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Disclosure of Information of Lead-Based Paint and Lead-Based Paint Hazards Lead Warning Statement: *Every purchaser of any interest in residential real property on which a residential dwelling⁴ 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 particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information lead-based paint hazards from risk assessments or inspection 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.*

Lessor's Disclosure (initial)

_____ a) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint and/or lead-based hazards in the housing (explain).

☐ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ b) Records and reports available to seller (check one below):

☐ Lessor has provided purchaser with all available records and reports pertaining to lead based paint and/or lead-based paint hazards in the housing (list documents below).

☐ Lessor has no reports or records pertaining to lead-based paint and/or lead based paint hazards in the housing.

Condominium Association's Disclosure (initial)

_____ c) Presence of lead-based paint and/or lead-based paint hazards (check one below):

☐ Known lead-based paint an/or lead-based hazards in the housing (explain).

☒ Condominium has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

_____ d) Records and reports available to Condominium (check one below).

☐ Condominium has provided purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

☐ Condominium has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Subtenant's Acknowledgement (initial)

_____ e) Subtenant has received copies of information listed above or acknowledges that there is none.

_____ f) Subtenant has received the pamphlet Protect Your Family from Lead in Your Home.

_____ g) Subtenant has (check one below):

☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspections of the presence of lead-based paint and/or lead-based paint hazards; or

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgement (initial)

_____ h) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy: The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

Lessor Date

Agent Date

Subtenant Date

Condominium Date

Lessor Date

Agent Date

Subtenant Date