

# WOODBROOK GARDENS CORP.

## *Co-operative Apartments*

### SUBLEASE REQUIREMENTS AND PROCEDURES

In response to your request for consent by the Board of Directors for sublease approval, please review the following requirements and procedures which are written pursuant to Paragraphs 15, of the Proprietary Lease and the Corporation's By-Laws:

#### REQUIREMENTS:

1. Completed application\* (enclosed)
2. Sublease document (enclosed)
3. Sublease acknowledgment and indemnification (enclosed)
4. Bank consent to sublease (if required by loan agreement)
5. Sublease (lead disclosure) rider (enclosed)
6. Release of bank information form (enclosed)
7. Request to Sublease and Designation (enclosed)
8. Rider to Sublease (enclosed)
9. A signed copy of the move-in procedures (enclosed) must accompany the application.
10. **The Sublessee(s) must sign the two copies of the Lead Disclosure form for Lessor and Lessee (enclosed) and return them with the application package.**
11. The prospective sublessee(s) and family members over the age of 12, who intend to occupy the apartment, **must** attend the Board of Directors interview. No other individuals are permitted.
12. **Pre-Inspection of the unit must be accomplished prior to the board interview.**
13. **Inspection prior to move-in (carpeting in place and resolution of irregularities )**
14. **Proof of Insurance, which lists Woodbrook Gardens Corp. as additional insured in an amount satisfactory to the Board.**

#### FEES:

1. \$450.00 (New) \$150.00 (Renewal) check payable to: **Garthchester Realty**  
Processing fee) The cost of one credit check is included. Each additional check required will cost \$50.00.
2. \$500.00 check payable to: **Woodbrook Gardens Coop.** (Sublease fee) This fee is payable for each approved year of sublease.
3. \$400.00 check(s) (2) payable to: **Woodbrook Gardens Coop.** (Damage escrows).  
Payable by **both** shareholder and sublessee. Refunded, after move, if there is no damage to public areas.
4. The processing fees are not refundable.
5. \$500.00 check from the shareholder payable to: **Woodbrook Gardens Coop.** for Carpet Compliance (80% coverage required). Check is refundable following inspection of the apartment.

**\*NO APPLICATIONS ACCEPTED ON FRIDAYS AFTER 12PM.**

## PROCEDURES:

1. **At least 30 days** must be allowed for processing the application package.
2. It is strongly suggested that the shareholder and sublessee review these requirements and procedures upon their receipt.
3. Send one of the complete application package to: **Garthchester Realty 440 Mamaroneck Avenue, S-512, Harrison, NY 10528**
4. Fee checks (1-3) must be sent with your application.
5. The Board of Directors or its Managing Agent may further request written evidence as to the Sub-Lessees's character from the persons whose names are listed on the completed application form.

## APPROVAL PROCESS:

1. If all submissions are in order, the complete sets of documents provided will be forwarded to the Board of Directors Admissions Committee for review.
2. The Board Admissions Committee meets periodically, and will advise the prospective sublessee(s) with reasonable notice regarding the date for the required interview.
3. Every effort will be made to process your application in a timely manner. **(Please do not call to request updates on the progress of the application).**
4. After the interview, you will be notified of the Board's decision in a reasonable period of time.

## ADDITIONAL INFORMATION:

1. If your sublease is approved, you **must** contact the management office (914) 725-3600) to schedule a move-in date.
2. Maintenance office (Superintendent): 914 591-9393.
3. Management office: 914-725-3600
4. **Incomplete application packages will delay the approval process.**
5. The Board of Directors reserves the right to require any additional evidence of financial responsibility from prospective sublessee(s).
6. Subleases, if approved, are granted for a one year period only. A request to sublet for another year requires Board approval.
7. **Shareholders and sub-tenants are reminded that 80% of apartment floors (excluding kitchens and bathrooms) must have carpet with substantial carpet padding. Inspection is required before move-in date request is granted.**

**WOODBROOK GARDENS CORP.**

Application for Co-operative Apartment

Apt # \_\_\_\_\_

Purchase \_\_\_\_\_

Sub-Lease \_\_\_\_\_

Date \_\_\_\_\_

**\*THE APPLICATION AND ALL SUPPORTING DOCUMENTS SUBMITTED IN CONNECTION WITH THE APPLICATION, BECOMES THE PROPERTY OF THE CORPORATION.**

APPLICANT				CO-APPLICANT			
FULL NAME				FULL NAME			
CURRENT ADDRESS				CURRENT ADDRESS			
YEARS THERE	RENT PAID OR MTHLY MTG/TAX PAYMENT			YEARS THERE	RENT PAID OR MTHLY MTG/TAX PAYMENT		
<del>PREVIOUS ADDRESS</del>	SOCIAL SECURITY #	TELEPHONE E-mail:		<del>PREVIOUS ADDRESS</del>	SOCIAL SECURITY #	TELEPHONE E-mail:	
PREVIOUS ADDRESS				PREVIOUS ADDRESS			
EMPLOYER	POSITION	YEARS THERE		EMPLOYER	POSITION	YEARS THERE	
BUSINESS ADDRESS			TELEPHONE	BUSINESS ADDRESS			TELEPHONE
PREVIOUS EMPLOYER / ADDRESS				PREVIOUS EMPLOYER / ADDRESS			
PRESENT SALARY	OTHER INCOME	SOURCE OF OTHER INCOME		PRESENT SALARY	OTHER INCOME	SOURCE OF OTHER INCOME	
BANK (SAVINGS)	LOCATION	ACCT #	BALANCE	BANK (SAVINGS)	LOCATION	ACCT #	BALANCE
BANK (CHECKING)	LOCATION	ACCT #	BALANCE	BANK (CHECKING)	LOCATION	ACCT #	BALANCE
NAME AND ADDRESS OF NEAREST RELATIVE (NOT LIVING WITH YOU)				NAME AND ADDRESS OF NEAREST RELATIVE (NOT LIVING WITH YOU)			

CONTINUED >

**ALL APPLICANTS**

I REPRESENT THAT AS OF THIS DATE I HAVE NO OUTSTANDING OBLIGATIONS AS BORROWER WITH BANK, FINANCE OR CREDIT CARD COMPANY, STORE, OR OTHER CREDITORS, EXCEPT AS FOLLOWS:

TO WHOM INDEBTED	ACCT. NUMBER	TYPE OF LOAN	ORIGINAL AMOUNT	PRESENT BALANCE	MONTHLY PAYMENT
		AUTO			
		OTHER			
		OTHER			

**REFERENCES (BUSINESS OR PERSONAL)**

NAME	ADDRESS	TELEPHONE	RELATIONSHIP TO
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Must be current Landlord, managing agent, mortgage holder, etc.			
1.			
2.			
3.			

**NAMES OF ALL PERSONS WHO WILL OCCUPY APARTMENT**

- 1. NAME \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_ AGE \_\_\_\_\_
- 2. NAME \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_ AGE \_\_\_\_\_
- 3. NAME \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_ AGE \_\_\_\_\_

I CERTIFY THAT THE INFORMATION I HAVE FURNISHED IS TRUE AND CORRECT. I UNDERSTAND THAT THIS INFORMATION FORM SHALL BE PRESENTED TO THE BOARD OF DIRECTORS FOR THEIR REVIEW AND IS SUBJECT TO ACCEPTANCE OR REJECTION AT THEIR DISCRETION. I FURTHER UNDERSTAND THAT A PERSONAL APPEARANCE BEFORE THE BOARD IS REQUIRED BEFORE ANY FINAL DECISION CAN BE MADE. THE BOARD AND/OR MANAGING AGENT ARE AUTHORIZED TO OBTAIN ANY REQUIRED INFORMATION RELATING TO THIS APPLICATION, FROM MY EMPLOYER, IF ANY, AND FROM ANY OTHER SOURCES. THIS APPLICATION SHALL REMAIN THE PROPERTY OF THE COOPERATIVE.

SIGNATURE OF APPLICANT(S) \_\_\_\_\_  
 \_\_\_\_\_

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**WOODBROOK GARDENS CORP.**

**RIDER TO SUBLEASE AGREEMENT**

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**THIS AGREEMENT** between the Landlord, Overtenant(s) and Subtenant(s) (the "Parties" identified herein below) constitutes a Rider to the Sublease Agreement between the Overtenant and Subtenant with respect to the sublease of a cooperative apartment at the premises of Landlord. In the event of any conflict between the terms of this Rider and the terms of the said Sublease Agreement, the terms of this Rider shall be controlling.

Overtenant(s) (Proprietary Lessees[s]): \_\_\_\_\_

Address for Notices to Overtenant (s): \_\_\_\_\_

\_\_\_\_\_

Subtenant(s): \_\_\_\_\_

Address for Notices to Subtenant(s): \_\_\_\_\_

\_\_\_\_\_

Landlord (Corporation):

**WOODBROOK GARDENS CORP.**

Address for Notices:

**GARTHCHESTER REALTY  
440 Mamaroneck Avenue, 512  
Mamaroneck, NY 10528**

Proprietary Lease Date 1982 \_\_\_\_\_

1. The Parties specifically agree and understand that the sublease term is for a one (1) year period commencing on \_\_\_\_\_ and ending on \_\_\_\_\_.
2. This Sublease relates to Apartment Unit Number \_\_\_\_\_ (referred to herein as the "premises" or the "apartment").
3. The premises may be used only for residential purposes, and such use is limited to those persons so identified on the Sublease Application previously submitted and approved by the Board of Directors of the Corporation.
4. The Parties hereby acknowledge and agree that the above Corporation and its Managing Agent have played no role in obtaining the prospective Subtenant(s), or the establishment of any of the financial terms of the said Sublease. The Overtenant(s) and Subtenant(s) represent that the Sublease Agreement and the terms therein are in compliance and accordance with all applicable regulations, rent guidelines, statutes and laws pertaining to the use, occupancy and rental charges permitted under the law. It is understood and acknowledged that the Corporation is justifiably relying upon the representations of the Overtenant(s) and

Subtenant(s) and said reliance by the Corporation is a material factor in the granting of consent to the sublease of the Apartment.

5. **THE PROVISIONS OF THE PROPRIETARY LEASE AND HOUSE RULES ARE PART OF THE SUBLEASE AGREEMENT. ALL THE PROVISIONS OF THE PROPRIETARY LEASE AND HOUSE RULES WHICH APPLY TO THE OVERTENANT(S) ARE BINDING ON THE SUBTENANT(S).** A breach of the terms of the Proprietary Lease or House Rules by the Subtenant(s) will be deemed a breach of the Sublease Agreement and grounds for cancellation and revocation by the Corporation, in addition to any other remedy at law or equity that either the Corporation or Overtenant(s) may have. The Overtenant(s) and Subtenant(s) each agree to waive and give up their right to a trial by jury on any issue relating to the Sublease Agreement.
6. If the Overtenant(s) shall default in the payment of maintenance or additional charges due to the Corporation, the Corporation may, at its option, so long as such default shall continue, demand and receive from the Subtenant(s) the rent due or becoming due from the Subtenant(s) to the Overtenant(s). Such sums collected from the Subtenant(s) by the Corporation may be applied to pay sums due and to become due from the Overtenant(s) to the Corporation. Any such payment by the Subtenant(s) to the Corporation shall constitute a discharge of the obligation of the Subtenant(s) to the Overtenant(s) to the extent of the amount so paid, and the Overtenant(s) shall be and hereby are precluded and prohibited from taking any action against the Subtenant(s) by reason of the payment of the rent directly to the Corporation. The acceptance of the rent of the Subtenant(s) by the Corporation shall not be deemed as a release, waiver or discharge of any obligations of the Overtenant(s) to the Corporation, except to the extent of the rent so collected from the Subtenant(s).
7. The Overtenant(s) and Subtenant(s) agree to hold harmless and indemnify the Corporation, its Board of Directors and Managing Agent, against any and all claims, damages and the expenses and fees or liabilities arising from any damage or injury by reason of the acts or conduct of the Overtenant(s) or Subtenant(s) or their agents or as a result of any breach or violation of the Sublease Agreement or this Rider.
8. The failure of the Overtenant(s) and/or Corporation on one or more previous occasions to take any action against the Subtenant(s) for violation of, or to insist upon the strict performance of, any of the terms of the Sublease Agreement or the Proprietary Lease and House Rules, shall not prevent a subsequent act of a similar nature of the Subtenant(s) from being a violation of the Sublease Agreement, Proprietary Lease and House Rules.
9. The Parties acknowledge that as a condition precedent and in order for the Sublease Agreement to become effective, the express written consent of the Board of Directors of the Corporation is necessary. The Subtenant(s) agree to make application and to submit the necessary information as required by the Board of Directors. The Subtenant(s) acknowledge and verify that all statements set forth in the Sublease Application is grounds for revocation of the consent of the Board of Directors and the cancellation of the Sublease Agreement between the Parties.
10. The Sublease Agreement may not be renewed or extended except by the written consent of the Board of Directors.

11. The Subtenant(s) agree to obtain such insurance coverage as the Board of Directors may require.
12. The Parties acknowledge the right, but not the obligation, of the Board of Directors or its agents or attorneys to institute summary proceedings or take other action to enforce the terms of this Rider To Sublease Agreement and/or provisions of the Proprietary Lease and House Rules, and agree that the Subtenant(s) and/or Overtenant(s) shall be liable for the reasonable attorneys' fees attendant thereto, in addition to the costs and disbursements of any such action. The Overtenant(s) agree to designate and appoint the Managing Agent and/or Subtenant(s) as agent for service of process during the term of the Sublease.
13. Immediately upon approval of the Sublease Application and prior to the Subtenant(s) entering and moving into said Apartment, arrangements must be made with the Managing Agent to pay and comply with the following:
  - (a) A non-refundable Sublease Fee or Sublease Renewal Fee;
  - (b) A refundable Move-In/Move-Out Fee;
  - (c) A non-refundable Application Processing Fee; and
  - (d) Inspection to verify proper resolution of irregularities and carpeting of 80% of each floor area except for the bathroom(s) and kitchen.
  - (e) Submit a paid for copy of the Apartment Owners' Insurance Policy, listing the Woodbrook Gardens Cooperative Corporation as additional insured in an amount satisfactory to the Board of Directors.
14. This Rider To Sublease Agreement cannot be modified, altered, or amended unless said modification, alteration or amendment is in writing and signed by the Parties to the Rider.
15. This Rider contains the entire Agreement and understanding of the Parties.

**OVERTENANT(S):**

**SUBTENANT(S):**

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

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

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

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

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

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

**CONSENTED AND AGREED TO: WOODBROOK GARDENS CORP.**

By: \_\_\_\_\_  
Board of Directors

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

Woodbrook Gardens Corporation  
140 North Broadway  
Irvington, New York 10533

Gentlemen:

Please be advised that we are the parties applying for permission to sublet unit \_\_\_\_\_,  
140 North Broadway, Irvington, New York, 10533.

We hereby acknowledge that the above Corporation has played no role in obtaining the prospective subtenant, or the establishment of any of the financial terms of said sublet. We further represent that the sublet agreement and their terms therein are in accordance with all applicable laws pertaining to the use, occupancy and rental charges permitted under the law.

We further acknowledge that the proposed sublease is subordinate to the proprietary lease, as from time to time may be amended, and that we Shall at all times comply with the terms of the proprietary lease and the provisions of the House Rules. Additionally, we acknowledge that we have reviewed same, and same is satisfactory to us.

We further agree to indemnify and hold harmless Woodbrook Gardens Corporation and/or the directors thereof, from any and all damages or liabilities arising from any misrepresentations or breeches herein.

Dated: \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
SUBTENANT

\_\_\_\_\_  
OVERTENANT

\_\_\_\_\_  
SUBTENANT

\_\_\_\_\_  
OVERTENANT

# COMPLETE ONE PER APPLICANT

## AUTHORIZATION FOR THE RELEASE OF CONSUMER CREDIT REPORT INFORMATION TO THE FOLLOWING COMPANY OR CORPORATION

I \_\_\_\_\_ hereby authorize Garthchester Realty and the agencies used by this company or corporation, the release of, and/or permission to obtain and review, full consumer credit report information from the credit reporting agencies and/or their *vendors*. Without exception this authorization shall supersede and retract any prior request or previous agreement to the contrary. Copies of this authorization, which show my signature, have been executed by me to be as *valid* as the original release signed by me.

Compliance by the Subscriber with all provisions of the Federal Fair Credit Reporting Act (Public Law 91-508, 15 U.S.C. Section 1681ET SEQ., 604-615) and the Consumer Credit Reporting Act (California Civil Code Sec. 1785.1-1785.34) or other jurisdictional requirements. Information will be requested only for the Subscriber's exclusive use, and the Subscriber will certify for each request the purpose for which the information is sought and that the information will be used for no other purposes.

X  BY WRITTEN AUTHORIZATION OF THE CONSUMER TO WHOM IT RELATES

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

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

Social Security Number: \_\_\_\_\_ Phone #: \_\_\_\_\_

Current Address:

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## WOODBROOK GARDENS

### MOVE IN/OUT RULES AND PROCEDURES AND INSPECTION GUIDE

1. All moving activity **must** be schedule with the management office  
Failure to request and receive approval for moving activity will result in a \$250.00 administrative fee.
2. A \$400.00 damage deposit must be given by both the move-in and move-out parties, to the managing agent at the time of application. The deposit must be in the form of a certified check or money order made payable to: Woodbrook Gardens Coop. The deposit will be returned, less any deductions for damage to the public areas of the building, and/or for **failing to comply** with the rules and procedures contained herein. The cost of any damage that is beyond the deposit escrow amount will be billed accordingly.
3. One copy of this signed form must be returned by each party, along with the damage escrow, to the managing agent at the time of application.
4. Moving activities can **only be conducted** between the hours of 7:30 AM and 4 PM **Monday through Friday**. No moving is permitted on Saturdays, Sundays or Holiday weekends.
5. Furniture or appliance deliveries **must** be scheduled according to the same schedule stated above.
6. A copy of the Revised House Rules and procedures' summary have been received and read.

### APARTMENT INSPECTION GUIDE

An inspection of the apartment must be conducted upon notification of turnover and again prior to approval of the Board. The inspection includes but is not limited to the following items:

Proper functioning windows; Integrity of grouting and tub seals and leaking faucets in bathrooms; Evidence of other leak conditions; Proper installation of A/C units; Existence of and placement of smoke alarms.

- Carpeting with heavy padding must cover 80% of **all** floor surfaces (except bathrooms and kitchen areas.
- Parking permits must be obtained upon move-in.
- A **working set** of apartment keys must be left with the maintenance office.

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The undersigned have read, understand, and agree to comply with the above stated rules and procedures.

### KEEP ONE COPY

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Apt. #

## **Approved Insurance Requirement for Sub-Tenants (3/8/2002)**

### Apartment Owners' Insurance

Overtenant(s) and/or Subtenant(s) must submit, prior to occupancy, a current, in effect, and paid for Apartment Renters Policy which lists Woodbrook Gardens Corp. as additional insured in an amount satisfactory to the Board of Directors.

**IT IS MOST IMPORTANT THAT YOU COMPLETE ALL OF THE REQUESTED ITEMS TO BE RETURNED, AT LEAST 30 DAYS PRIOR TO THE EXPIRATION OF YOUR SUBLEASE AGREEMENT (except as noted above).**

**SHAREHOLDERS WHO DO NOT RESPOND PRIOR TO LEASE EXPIRATION, WILL RISK LEGAL ACTION FOR BREACH OF THE TERMS OF THEIR PROPRIETARY LEASE.**

Thank you for your anticipated cooperation.

SHAREHOLDER \_\_\_\_\_

SUBLET \_\_\_\_\_

**WOODBROOK GARDENS RESIDENT INFORMATION**

NAME: \_\_\_\_\_ BLD: \_\_\_\_\_ UNIT: \_\_\_\_\_  
PLEASE PRINT

PHONE: DAY (\_\_\_\_\_) \_\_\_\_\_ EVENING (\_\_\_\_\_) \_\_\_\_\_

E-MAILADDRESS: \_\_\_\_\_ @ \_\_\_\_\_

**VEHICLE INFORMATION\***

	YEAR	MAKE	MODEL	PLATE #	GARAGE	PERMIT #
1.	_____	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____	_____

- *A change in vehicle(s) must be updated with current information promptly.*

**EMERGENCY INFORMATION**

In case of emergency, notify:

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

PHONE: DAY (\_\_\_\_\_) \_\_\_\_\_ EVENING (\_\_\_\_\_) \_\_\_\_\_

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

SPECIAL INFORMATION: \_\_\_\_\_

**SUBLEASE INFORMATION**

SUBTENANT(S) NAME(S) \_\_\_\_\_  
PLEASE PRINT

LEASE START: \_\_\_\_\_ LEASE END: \_\_\_\_\_

\_\_\_\_\_  
SUBLESSOR SIGNATURE DATE: \_\_\_\_\_

# WOODBROOK GARDENS

140 North Broadway, Irvington, New York 10533

*(Information, rules and procedures for Subtenants)*

**1. No pets are allowed at Woodbrook Gardens.**

**2. Washing machines are not allowed inside apartments.**

*There are three laundry rooms located in the complex equipped with coin operated washers and dryers. Suggested hours of operation are 7:30 am – 10:00 pm daily. Do not overload the machines. Please notify the management office if machines are not working properly.*

**3. Repair requests:**

*For repairs to common areas, please call the Maintenance Office at 914-591-9393, and leave a message. You will be contacted by the Co-op staff as soon as possible.*

**4. Emergencies:**

*For fire, odor of smoke or gas leak, please call 911 immediately. For maintenance related emergencies such as water leaks, no heat or hot water, electrical problems, please call the Management Office at 725-3600 . . . Should the problem occur when the managing agent's office is closed, you will be referred to our 24 hour phone answering service. The appropriate help will be notified immediately.*

**5. Safety and Security**

*Please make sure that smoke detectors in your unit are working properly. An ABC type fire extinguisher **must** be available in your apartment at all times. Know the proper escape routes from your apartment. Know the location of water shut-off valves in your unit.*

*Use only high security cylinders in your apartment doors. You must provide a set of keys to your unit to the maintenance department for emergency access. The keys are held in a secure cabinet with only authorized access permitted. Failure to provide keys will cause you to be held liable for damage to any part of the property that is done as a result of the delay in access, and any damage caused in obtaining access to your apartment, with a minimum fee of \$125.00. Window guards should be used in apartments with small children.*

**Continues >**

## **6. Garbage Removal**

*All items should be securely wrapped in plastic. No loose or open bags are permitted. The pick up schedule is as follows:*

*Monday through Friday – between 7:30am – 9:00am garbage will be collected from outside your building entrance.*

*There will be no pick-up on holidays and heavy snow days.*

*All other times you are to bring garbage directly to the dumpsters located in back of lower section of the complex.*

*Garbage is never to be left out overnight or inside the Hallways or other common areas.*

*For larger items, you may contact the maintenance department for assistance.*

## **7. Parking**

In no event may a Subtenant park more than two vehicles at the premises. *These vehicles must be properly registered with Management and display the WBG "Parking Sticker".* But, said parking privilege is further limited to the Subtenant not being permitted to park more vehicles at the premises than licensed drivers in continuous residence at the Sublet apartment. Notwithstanding the above, the Subtenant's parking privilege may be further limited, subject to the Board reducing the permitted parking spaces of a Subtenant to one, should the Board decide, in its discretion, that there is a shortage of parking spaces. Permission to park any vehicles at the complex is revocable by the Board, and the failure of a Subtenant to strictly comply with any, and all parking rules, policies and decisions of the Board of Directors shall be grounds for revocation of permission to park any vehicle at the shall be grounds for revocation of permission to park any vehicle at the complex.

## **8. Renovations**

*Any changes to the interior of your unit, other than decorating, (painting, or similar) may be done only with the permission of the Coop. No structural changes, rewiring or behind-the-wall plumbing may be done without prior approval of the Co-op, and the appropriate jurisdictions (such as the Building Department). Applications for such work may be obtained from the Managing Agent.*

## **9. Snow Removal**

*After a snowfall which requires plowing you must move your vehicle(s). Your cooperation is appreciated. If you plan to be away, move your car to the top of the hill, then make arrangements to leave your car keys with someone who can move your car. Failure to comply may result in your car being towed without notice at the vehicle owner's expense.*

## **10. Noise**

All residents are reminded that no noise of any kind can be made between the hours of 11:00pm and 8:00am. Only the reasonable noise associated with residential type activity can be allowed at all other times. Please be aware of the noise that you may be making. Please be considerate of your neighbor

### **11. Posting of Notices**

*Residents may post notices in the laundry rooms only. Bulletin boards are provided there for this purpose.*

### **12. Moving**

*Moving can only be scheduled between Monday and Friday, from 8:00am – 4:00pm. All moves must be scheduled with the Management, who should be notified as soon as possible, about the requested move-in date. Both the move-in party and the move-out party must each provide a \$400.00 escrow check to the management office, prior to the move date. This escrow will be returned shortly after the move has taken place, less deductions for damage, if any occurs, to the public areas. Damage that may occur, that has not covered the escrow will be assessed to the responsible party.*

### **13. Deliveries**

*Deliveries may only be scheduled between Monday and Friday from 8:00am – 4:00pm. Packing materials and boxes must be disposed of properly. Any damage caused to public areas by the delivery will be the responsibility of the resident.*

### **14. Complaint Procedure**

*All complaints, regarding operations or administration of Woodbrook Gardens, should be submitted in writing to the Managing Agent. Please indicate whether the issue should be forwarded to the Board of Directors for review or possible action.*

### **15. Air Conditioners**

*Windows may not be altered to accommodate air conditioners. A special bracket must be used to support the air conditioner in the window. The resident will be responsible for any damage to the window resulting from improper installation of the air conditioner. Make sure that you connect your air conditioner to the proper outlet for its electrical requirements. Please speak to the Managing Agent if you have any questions.*

### **16. Corporation/Overtenant Repair Responsibilities.**

*For information regarding repair responsibilities, the Shareholder(Overtenant), and/or the Undertenant are referred to the Proprietary Lease, Sections 2. Lessor's Repairs, Section 4. Damage to Apartment or Building, and Section 18 (a) Repairs by the Lessee. The attached Summary List of Responsibilities for Repairs is only a guide for informational purposes. It does supercede the Proprietary Lease of the Corporation.*

### **17. Apartment Owners' Insurance**

*Overtenant(s) and/or Subtenant(s) must submit, prior to occupancy, a current, in effect, and paid for Apartment Renters Policy which lists Woodbrook Gardens Corp. as additional insured in an amount satisfactory to the Board of Directors.*

## **Approved Parking Amendment to Sublease Packet (4/11/2002)**

In no event may a Subtenant park more than two vehicles at the premises. *These vehicles must be properly registered with Management and display the WBG "Parking Sticker"*. But, said parking privilege is further limited to the Subtenant not being permitted to park *more vehicles at the premises than licensed drivers in continuous residence* at the Sublet apartment. Notwithstanding the above, the Subtenant's parking privilege may be further *limited*, subject to the Board reducing the permitted parking spaces of a Subtenant to one, should the Board decide, in its discretion, that there is a shortage of parking spaces. Permission to park any vehicles at the complex is revocable by the Board, and the failure of a Subtenant to strictly comply with any, and all parking rules, policies and decisions of the Board of Directors shall be grounds for revocation of permission to park any vehicle at the complex.

## **Approved Insurance Requirement for Sub-Tenants (3/8/2002)**

### Apartment Owners' Insurance

Overtenant(s) and/or Subtenant(s) must submit, prior to occupancy, a current, in effect, and paid for Apartment Renters Policy which lists Woodbrook Gardens Corp. as additional insured in an amount satisfactory to the Board of Directors.

# GARTHCHESTER REALTY LTD.

209 Garth Road, Scarsdale, New York 10583 (914) 725-3600 Fax (914) 725-6453

November 14, 2011

**To All Residents of Woodbrook Gardens:**

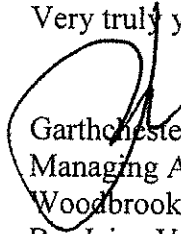
**Re: Revision of House Rule #17**

This notice is to advise you that on October 27, 2011, the Board of Directors of Woodbrook Gardens voted to amend House Rule 17, by deleting it from record and revising same as follows:

(17)

No animals shall be kept or harbored in the building, or any common area of the building or its environs, without the express written consent of the Lessor, which consent may be revoked by the Lessor, in its sole discretion, should it determine that the animal is not being harbored and maintained in compliance with all provisions of the Proprietary Lease, and such Rules and Regulations, including these House Rules, as from time to time promulgated and or amended by the Lessor. No dogs shall be permitted to be kept or harbored in the building, or any common area of the building or its environs. The granting of consent to harbor an animal shall be conditioned on such conditions, restrictions and limitations as the Lessor may set forth in such application for approval. No pigeons or other birds or animals shall be fed from the window sills, terraces or in the yard, court spaces or other public portions of the building, or on the sidewalks or street adjacent to the building.

Very truly yours,

  
Garthchester Realty Ltd.  
Managing Agent for  
Woodbrook Gardens Corp.  
By, Jaine Vaughan

JV/fw

**WOODBROOK GARDENS CORP.**

*Co-operative Apartments*

**\*HOUSE RULES**

\*Revised and Approved by the Board of Directors April 11, 2002

A meeting of the *Board of Directors* was held on *Monday, April 8 , 2002* at which time the Board of Directors voted to adopt the revised HOUSE RULES as follows:

## WOODBROOK GARDENS CORP.

### HOUSE RULES

These HOUSE RULES may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor. These rules and regulations have one objective: to achieve a smooth-running and efficient operation, thus enhancing the value of the property and providing the ultimate possible in living for both shareholders and tenants. Therefore, it must be emphasized that the HOUSE RULES WILL BE STRICTLY ENFORCED FOR THE BENEFIT OF ALL.

IF violation of a HOUSE RULE or RULES continues after Lessee has been requested in writing to cooperate and abide by the rule(s) being violated, an administrative fee will be charged. This fee will be added to the monthly maintenance statement. In addition, the Apartment Corporation shall have the right to terminate the shareholders proprietary lease. In such event, the Shareholder will also be charged reasonable attorney's fees.

- (1) The front entrance, walks, steps, public halls and stairways of the building shall not be obstructed or used for any purpose other than the ingress to and egress from the apartments in the building.
- (2) No bicycles, tricycles, scooters, mopeds, or similar vehicles, nor baby carriages shall be allowed to stand in the public halls, sidewalks, passageways or lawns. The use of skateboards on the property of the Corporation is strictly prohibited.
- (3) Nor is riding any of the above (see item 2) permitted on landscaped or grassy areas.
- (4) No one shall play in the public halls, courts, stairways, **lawn areas** and no one shall be permitted on the roof. Any Lessee will be held financially responsible for any destruction to Corporation property caused by them, or by their guests and/or visitors, or their children or by those under their guardianship.
- (5) No swimming pools of the type used for children, such as wading pools, or other inflatable type devices are permitted.
- (6) No public hall of the building shall be decorated or furnished by any Lessee in any manner without the prior consent of the Board of Directors.
- (7) No Lessee shall make or permit any disturbing noises in the building, or do, or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or a radio or television loud speaker in such Lessee's apartment between the hours of 11 p.m. and the following 8 a.m., if the same shall disturb or annoy other occupants of the building. No construction or repair work or other installation involving noise shall be conducted in any apartment except between the hours of 9 a.m. and 7 p.m. Neither loud, boisterous nor vulgar language shall be used at any time in public areas on the premises.

8) No Lessee shall make or permit any disturbing noises on the grounds and parking areas between the hours of 11 p.m. and the following 8 a.m. This includes, but not limited to, loud talking, revving motors, running vehicles without appropriate mufflers, horn blowing, car alarms, or slamming doors.

(9) No article shall be placed in the halls or on the staircase landings, nor shall anything be hung or shaken from the doors, windows, terraces, or placed upon the fire escapes or windowsills of the building.

(10) No awnings or exhaust fans other than window units shall be used in or about the buildings except such as shall have been expressly approved by the Board of Directors, nor shall anything be projected out of any window of the building without similar approval.

(11) Any structural changes or outside alterations of the grounds requires written permission of the Board of Directors. In addition to all other remedies contained in the Proprietary Lease, structural changes or outside alterations of the grounds made without the Corporation's consent will cause the Lessee to be liable for monetary damages, including reasonable attorney's fees.

(12) No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall have been approved in writing by the Board of Directors.

(13) The Board of Directors shall specify days, use, and location of receptacles for garbage disposal for each respective apartment and Lessees shall abide by such directions. **GARBAGE AND REFUSE MUST BE PLACED IN A PLASTIC BAG AND TIED SECURELY!!!!!!**

Garbage may not be left in the hall ways, or the common areas at any time. Nor may garbage be put out for collection before 6:00 a.m.

Each resident will comply with all Corporation and municipal requirements regarding disposal of garbage and refuse, including all recyclables. Any municipal fine levied against the Corporation by reason of the acts, or failure to act, of a Shareholder, or guest of a Shareholder resident, or occupant shall be reimbursed by said Shareholder.

(14) Toilets, sinks, tubs, and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the water closets. The cost of repairing any damage resulting from misuse to any or all of the above apparatus shall be charged to and paid for by the Lessee in whose apartment such misuse arose.

(15) Washing machines and dryers are not permitted in Lessee's units.

(16) No Lessee shall request or require any employee of the Lessor to perform any private work of a Lessee during normal work hours of the employee.

(17) No animals shall be kept or harbored in the buildings, or any unit therein. No pigeons or other birds, cats, dogs, or animals shall be fed from the windowsills, terraces or in the yard, court spaces or other public portions of the building, or on the sidewalks or street adjacent to the building.

(18) No radio, television aerial or satellite-receiving dish shall be attached to, or hung from the exterior of the building, unless such attachment, use, and/or continued use, has been established, and approved by the Board of Directors.

(19) Vehicles belonging to a Lessee or to a member of the family or guest, subtenant or employee of a lessee shall be parked in designated areas as established by the Board of Directors. The Lessee will abide by all arrangements made by the Board of Directors with regard to the garages and the driveways thereto. Any vehicle parked in an area not so designated for parking shall be towed at owner's expense. The Board of Directors shall promulgate rules for usage of garages and parking areas and shall set the fees for such usage. Non-operating, disabled or abandoned vehicles are not allowed on the premises and will be removed at the owner's risk and expense. Parking spaces designated for handicapped persons within the complex are to be used solely by drivers of such vehicles which are duly registered as a vehicle of a handicapped person by the State of New York and/or any other state and which prominently displays handicapped license plates.

All resident vehicles parked on the property must have a current parking permit. These are issued by the management office.

The resident(s) of each apartment, which is owned, and occupied by the Shareholder(s) and their immediate family, may park only those vehicles which are registered, inspected, and insured according to New York State Motor Vehicle Law. If more than two vehicles are parked, there will be a charge of Ten Dollars per month for each additional vehicle.

No Apartment may park more vehicles than there are licensed drivers in continuous residence on the Corporation property.

All residents' vehicles must be properly registered and inspected and have license plates that match the vehicle registration. The storage of or the making of repairs of any kind to vehicles on the property is not permitted.

The garage waiting list is maintained at the management office. Written requests must be made to be placed on the list.

Parking rules state that residents having assigned garages may only temporarily park in outside spaces for a period not to exceed fifteen minutes in order to load or unload their vehicles. Except as otherwise set forth herein, they must use their garage space at all other times. Garages may not be used for storage purposes.

#### VISITOR PARKING

Each apartment will be given guest pass forms. Residents, who have visitors, must notify the office and display the visitors' pass on the front windshield dashboard with the dates(s) of the visit. If the visitor parking wants to extend more than 30 days, permission must be granted by the Board or its' designated agent. Additional time beyond the first 30-day period will incur an administrative fee of two dollars per day up to 30 days.

Residents and their guests are required to follow posted signs relating to no parking or fire zones. These no parking areas are created to allow emergency vehicles to use the roadway areas at the complex. If vehicles are parked in these zones, responding emergency vehicles will not be able to pass. Any delay in the response may cause loss of life. Vehicles found to be in violation are subject to being ticketed by the Police and towed.

Residents found to be in violation of parking or garage rules will be subject to administrative fees and in the case of garage parking, the loss of the garage.

(20) Any shareholder with a *Garage lease* and/ or *license* who does not use the Garage for parking a vehicle, which is registered with Woodbrook Gardens, on a regular basis is subject to having the *Garage license* revoked.

(21) Parking areas shall not be used for any auto repair work of any kind.

(22) Washing cars, trucks, motorcycles and any other type of vehicle by use of hoses is not permitted on Cooperative property.

(23) The Lessee shall use the available laundry facilities only on such days and during such hours as may be designated by the Board of Directors.

(24) The Board of Directors shall have the right from time to time to curtail or relocate any space devoted to storage, laundry or parking purposes.

Storage rooms are provided in most building basements. They are opened seasonally for air-conditioner storage. You will be notified of these dates. Room access is only available on weekdays. It is suggested that you make your access request at least one working day before you need access by contacting the maintenance office at 591-9393. The rooms are intended to be used to store items such as: air-conditioners, luggage, trunks and containers designed for storage.

- Residents must place any stored items in appropriate stackable containers.
- Loose items are not permitted.
- All items stored must be clearly labeled with the name and apartment of the items' owner. The storage of all items should be done in a neat and orderly manner. Space is limited in the rooms.
- All stored items must comply with current New York State Law.

Bicycles must be stored in the bicycle room (located near the "K" building laundry room). Contact the management office for a key and to obtain the required bicycle registration sticker(s) for your bicycles. Keys to this room are available from the management office.

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

(26) The superintendent and his staff report to the managing agent. All suggestions, rule violations, complaints, and questions concerning general matters are to be directed in writing to the managing agent with a copy to the Board of Directors.

**REPAIR REQUESTS:** For apartment repairs that are the Co-ops' responsibility, or to public areas, call the maintenance office (591-9393). And, when contacted, provide a written request.

At least one 10 lb. capacity ABC type fire extinguisher must be available in your apartment at all times which is to be maintained at the shareholder's expense.

(27) In case of EMERGENCY, the Lessee should phone the superintendent at 591-9393. All emergency requests should be followed up in writing to the managing agent with a copy to the Board of Directors.

(28) The agents of the Lessor, and any contractor or workman authorized by the Board of Directors may enter any apartment at any reasonable hour of the day upon notice or at any time and without notice in case of emergency, for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests. The Lessor will provide the exterminator service at no cost to the Lessee.

You must provide a set of keys to your apartment to the maintenance department for emergency access. The keys are held in a secure location for use in emergencies or if access is authorized by the apartment resident to perform required repairs. Failure to provide keys will cause you to be held liable for damage to any part of the property that is caused as a result of the delay in access and any damage caused in obtaining access to your apartment. There is a minimum service charge of \$125.00 (One Hundred Twenty Dollars) and additional administrative fees, if access is needed and keys are not immediately available.

If you are locked out of your apartment when the maintenance office is closed, there will be a minimum charge of \$125.00 for a staff member to respond with your keys.

If a snowfall is expected which requires plowing, notices will be posted in the lobby area of each building, early in the morning, advising residents if the snow emergency plan is being implemented. You must make arrangements to move your car according to the posted schedule. Usually removal times are from 10:00AM until 1:00 PM, depending where your vehicle is parked. If you plan to be away for any length of time, move your car to the top of the hill, then make arrangements to leave your keys with someone who can move your vehicle so that the space can be properly plowed. Vehicles not moved by the time snow removal starts will be towed from their spot at the owner's expense.

- (29) Payment of monthly maintenance is due on the first of each month. An administrative charge of \$25 per month will be added to all payments not received by the managing agent by the 10<sup>th</sup> of the month.
- (30) All current and future occupants must notify management at least 24 hours in advance of the moving, or delivery of household goods and/or furniture, of the date and time the occupant intends to vacate or occupy the premises as the case may be. The moving of household goods and/or furniture shall occur only on Monday through Friday between the hours of 9 a.m. and 5 p.m.

There will be a \$250.00 administrative charge for any violation of the moving policy. Money on deposit may be used for the purpose of reimbursement of damages, or violation of the move-in/move-out rules. Insufficient money on deposit does not limit the Board's right to sue for additional damages, and to charge reasonable attorney's fees to collect same.

(31) Any consent or approval given under these HOUSE RULES by the Board of Directors shall be revocable at any time.

## **Approved Parking Amendment to Sublease Packet (4/11/2002)**

In no event may a Subtenant park more than two vehicles at the premises. *These vehicles must be properly registered with Management and display the WBG "Parking Sticker"*. But, said parking privilege is further limited to the Subtenant not being permitted to park *more* vehicles at the premises *than licensed drivers in continuous residence* at the Sublet apartment. Notwithstanding the above, the Subtenant's parking privilege may be further *limited*, subject to the Board reducing the permitted parking spaces of a Subtenant to one, should the Board decide, in its discretion, that there is a shortage of parking spaces. Permission to park any vehicles at the complex is revocable by the Board, and the failure of a Subtenant to strictly comply with any, and all parking rules, policies and decisions of the Board of Directors shall be grounds for revocation of permission to park any vehicle at the complex.

## **Approved Insurance Requirement for Sub-Tenants (3/8/2002)**

### Apartment Owners' Insurance

Overtenant(s) and/or Subtenant(s) must submit, prior to occupancy, a current, in effect, and paid for Apartment Renters Policy which lists Woodbrook Gardens Corp. as additional insured in an amount satisfactory to the Board of Directors.

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure**

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

(i) \_\_\_\_\_ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_

(ii) \_\_\_\_\_ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

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

(ii) \_\_\_\_\_ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (initial)**

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

**Agent's Acknowledgment (initial)**

(f) \_\_\_\_\_ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d 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 they have provided is true and accurate.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

## Simple Steps to Protect Your Family from Lead Hazards

### If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

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# Protect Your Family From Lead in Your Home



June 2017

## Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## Lead Gets into the Body in Many Ways

### Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

### Lead is especially 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.



### Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

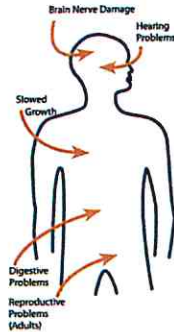
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## Health Effects of Lead

**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

### In children, exposure to 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 amounts 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, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- 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.)

Learn more about where lead is found at [epa.gov/lead](http://epa.gov/lead).

<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

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## Check Your Family for Lead

**Get your children and home tested if you think your home has lead.**

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 lead. Blood lead 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-Based Paint and Lead-Based Paint Hazards

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

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 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. EPA currently defines the following levels of lead in soil as hazardous:

- 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

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

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## Checking Your Home for Lead

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

- A **lead-based paint inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- 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 trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A **combination inspection and risk assessment** tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## What You Can Do Now to Protect Your Family

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

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your 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, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- 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.

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## Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Reducing Lead Hazards

**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, 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 control.



**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to 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.

## Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 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
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

## Other Sources of Lead

### Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

### Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800-424-LEAD.\*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](http://epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

13 \*Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

## Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- **Old toys and furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

## For More Information

### The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/safewater](http://epa.gov/safewater) for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. 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 state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

## Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### CPSC

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

## U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### HUD

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/offices/lead/](http://hud.gov/offices/lead/)

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U.S. EPA Washington DC 20460  
U.S. CPSC Bethesda MD 20814  
U.S. HUD Washington DC 20410

EPA-747-K-12-001  
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## U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)  
Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(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 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)  
Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)  
Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
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) 886-7836

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)  
Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)  
Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
WWPD/TOPE  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)  
Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)  
Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)  
Regional Lead Contact  
U.S. EPA Region 10  
Solid Waste & Toxics Unit (WCM-128)  
1200 Sixth Avenue, Suite 900  
Seattle, WA 98101  
(206) 553-1200

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## IMPORTANT!

### Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

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Building Standards  
and Codes

Fire Prevention  
and Control

## New NYS Law Requires Smoke Alarm Upgrades by April 1, 2019

Effective April 1, 2019, a new NY State law requires all **NEW** or **REPLACEMENT** smoke alarms in New York State to be powered by a 10-year, sealed, non-removable battery, or hardwired to the home.



**This does not affect your currently installed smoke alarms**

***You don't need to replace alarms that are currently in your home or apartment - but any that you replace need to be 10-year battery powered or hardwired.***

Important to note, smoke alarms have an estimated life of around 10 years before they become unreliable.

### Breakdown of the new smoke alarm requirements

According to NYS Law 399-ccc: "It shall be unlawful for any person or entity to distribute, sell, offer for sale, or import any battery operated smoke detecting alarm device powered by a replaceable or removable battery not capable of powering such device for a minimum of ten years."

Homeowners and landlords must upgrade their smoke alarms before selling or renting homes and apartments in New York State.

While these 10-year smoke alarms have a larger upfront cost than traditional alarms powered by replaceable batteries (approximately \$20 per unit) the lack

of yearly battery changes makes them cheaper over the life of the device.

As with ALL smoke alarms,manufacturesrecommends that the 10-year sealed smoke alarms still be tested at least twice each year using the button on the front of the unit to ensure they are working properly.

## **Some Frequently Asked Questions:**

### ***Do I need to replace the alarms I have installed already?***

*You are NOT required to immediately replace your current smoke detectors, but any that are replaced or added after April 1st are required to be 10-year battery powered or hardwired. After this date, traditional removable battery smoke alarms will be unavailable for purchase in NY State.*

### ***Are they more expensive than non-sealed alarms?***

Up front? Yes. In the long term? No. Most 10-year sealed smoke alarms range in price from roughly \$20-\$30, making their initial investment higher than a non-sealed alarm, but non-sealed alarms require annual battery changes. The cost of these replacement batteries average \$38 over their 10-year life span, meaning they ultimately cost more than the sealed version.

### ***Do they really last 10 years?***

Yes, they do, the sealed lithium battery (included) will never have to be replaced throughout the life of the alarm, giving you a decade of peace of mind even in the event of a power outage

### ***Will I activate the alarm when I'm cooking something?***

No. There are 10-year sealed alarms specifically designed for the kitchen with

advanced sensors that can tell the difference between cooking smoke and real fire.

***Why did the law change to require these upgrades?***

The dangerous habit of disabling or removing smoke detectors after an accidental alarm while cooking is a major part of why this new legislation went into effect, so alarm manufacturers considered this issue in the design of 10-year sealed alarms. You are very likely to experience less nuisance alarms than you did with your traditional battery alarm.

***Are 10-year sealed smoke alarms better than hard-wired smoke alarms?***

There are advantages to both systems. Hard-wired smoke alarms tie into your home's wiring and require professional installation, but generally do not require battery changes unless they feature a backup battery. 10-year sealed battery-only alarms are simple to install, and they work during a power failure. All smoke alarms have a life span of 10 years, sealed or non-sealed, and should be tested on a regular basis. When the battery wears out in a 10-year sealed alarm, the entire unit must be replaced, which helps prevent outdated units from staying in operation.

***What about landlords and their rental properties?***

10-year sealed alarms offer security and convenience to landlords, who are legally required by New York State to provide smoke detectors in their rental properties. The tamper-proof design of these alarms prevents tenants from removing the batteries due to nuisance alarms, or to use the batteries for another purpose. The 10-year lifespan of these lithium batteries means fewer changes and fewer equipment updates. Overall, there is a lesser chance of equipment failure in the event of a fire