LE HAVRE OWNER'S CORP.
RESALE PACKAGE

(TO BE COMPLETED BY PROSPECTIVE PURCHASERS)

Resale Procedures — Bldg. # Apt. #

PLEASE READ ALL INSTRUCTIONS CAREFULLY:

IT IS THE BUYER'S RESPONSIBILITY TO SEE THAT THE PACKAGE IS FILLED OUT COMPLETELY AND LEGIBLY. INCOMPLETE PACKAGES WILL BE RETURNED TO THE BUYER.

***PLEASE NOTE ALL PROSPECTIVE PURCHASERS MUST INTEND TO RESIDE IN THE APARTMENT. ***

***FURTHERMORE, PROSPECTIVE PURCHASERS MUST PRODUCE A SIGNED CONTRACT OF SALE FOR THEIR PRESENT HOME (IF THEY OWN ONE). ***

ALL APARTMENTS MUST BE INSPECTED BY MAINTENANCE AS SOON AS THEY ARE LISTED FOR SALE.

MOVE-IN AND MOVE OUT TRUCKS SHOULD NOT PARK IN RESIDENTS PARKING SPACES OR OBSTRUCT RESIDENTS ENTERING & EXITING THEIR PARKING SPACES.

A: **The Board of Directors of Le Havre Owners Corp. has established policies and procedures for the consideration and processing of the resale of apartments in this Cooperative. The Board of Directors has also established minimum financial and other criteria for prospective purchasers:**

1: Prospective purchaser cannot finance more than eighty percent (80%) of the cooperative apartment price.

2: All applicants will be subject to a debt-to-income ratio check to ensure their ability to upkeep their apartment. The debt-to-income ratio is defined but not limited to total debt service, (including maintenance, loan payments, credit card debt, alimony, child support etc) over total income. A maximum debt service ratio of 36% of income is permissible. The Board of Directors reserves the right to make exceptions to this requirement at its sole discretion.

3: Prospective purchaser must submit an application package to the Management Office. The application will be reviewed in a timely manner at the Management Office during the hours of 9:00 A.M. to 4:00 P.M., Monday through Friday. If the package is incomplete, it will be returned. **NO EXCEPTIONS.**

4: Prospective purchaser(s) and all proposed occupants over the age of twelve (12) of an apartment must be interviewed by members of the Interview Committee. An interview will not be granted unless all of the aforementioned criteria are met.

5: *PLEASE NOTE INTERVIEWS WILL NOT BE APPROVED UNTIL THE NEXT BOARD OF DIRECTORS MEETING (MEETINGS ARE GENERALLY HELD DURING- THE LAST WEEK OF EACH MONTH).*

6: Prospective shareholders hereby acknowledge that the maintenance of the terrace is the responsibility of the shareholder in accordance to the proprietary lease.
6a: Prospective purchasers – Terrace Acknowledgement Letter

7: All renovations are subject to the approval of Management. Before you begin alterations to the apartment (including floating floors, painting etc.) you must submit an Alteration Agreement to the Management Office. Under no circumstances can renovations be started until Management has given the purchaser a letter of approval on behalf of the corporation and the apartment shares have been transferred. A renovation package can be obtained in the Management Office. The shareholder must supply all documents requested in the renovation package before the renovation can be approved. No package is required for painting, floor scraping or cleaning, however, a certificate of insurance is - required for all contractors. Be advised, that if any alterations were done to this apartment, all responsibility for such work that is imposed upon the Seller shall be assumed by the Purchaser.

B: In order to process the resale of an apartment, the purchaser must submit one original and one collated copy of the entire package (outlined below) totaling two (2) sets of fully completed and executed documents. The two sets are to be submitted to the Le Havre Management Office located at 168-68 9th Avenue, Whitestone, NY 11357.

<u>The following documents are to be included in each package. All information must be properly collated and in proper form, otherwise it will be returned.</u>

1: *Cooperative Purchase Application* must be completed and signed by the purchaser(s). If a question does not apply, please answer "N/A" in the space provided. Do not leave blanks.

2: *The Contract of Sale (copy)* fully executed by seller(s) and purchaser(s). Washers & dryers are not allowed and must be crossed out and initialed on the contract. Please note: 1.23.2 of the contract must state "NO DOGS."

3: *Bank Loan Commitment (copy) and bank loan application if financing.*

4: *Federal Tax returns (copies)* PLUS all supporting documentation (W2 Forms, 1099 Forms, 1099R's for pension & IRA's etc.) FOR THE LAST AND CURRENT YEAR (2 YEARS) for the purchaser(s). Each return must be signed and dated by the person(s)whose social security number is listed on the return. If self-employed, business and individual returns must be submitted as outlined above.

5: *Employment Verification Letter* from purchaser's employer stating the length of employment, the purchaser's position and the annual salary, including commissions and bonus earned. Also include the latest four (4) pay stubs for purchaser(s). If self-employed, the employment letter should come from the purchasers' accountant and include the purchasers' salary. This letter must also be notarized. All listed earnings must be reflected in the tax return.

6: *Purchaser must provide at least three (3) months of documented history for the source of all funds used for their down payment* (bankbook, money market, sale of stocks or home, etc.) If the money was a gift, the giver must provide the documentation for the three (3) months history of the gift plus a signed, notarized, letter stating that those funds were gifts. The givers name and address must be provided and be on all documentation.

7: *Statement of Financial Condition* (Net Worth) with the most recent supporting bank, brokerage, and portfolio statements, which must be completed and signed by the purchaser(s).

8: *Window Guard Questionnaire* to be completed and signed by the prospective purchaser(s).

9: *Lead Paint Pamphlet (Renovate Right)* must be read before signing lead-paint disclosures and affidavit.

10: *Completed Lead-Paint Disclosure Forms* (two) completed and signed and the appropriate line initialed by the seller, purchaser and agent.

11: *Notarized Lead-Based Paint Affidavit* completed and signed by purchaser. Form must be notarized.

12: *Acknowledgement for Parking* to be completed by the seller and signed by the Seller and the purchaser. If there is no parking space with the apartment, please submit a letter to this effect signed by the seller and purchaser(s). If there is a parking space being transferred with the apartment, the parking lease <u>must</u> be signed at closing.

13: *Move-in/Move-out Security Deposit Agreements* (two) to be signed by both the seller(s) and prospective purchaser(s).

14: *Nameplate Request*

15: Le Havre Owners Corp. House Rules and Regulations

16: *Enhanced Star Program Application (Senior Citizen/Disabled Homeowners'/Veterans' Exemptions/Clergy)* If eligible should be mailed to the address indicated after the closing has taken place.

17: Le Havre Owner's Corp. NO Dog Policy

18: Prospective purchaser and all proposed occupants of the apartment are required to have a picture (driver's license or passport) available at the time of the interview. If this is not produced at time of interview, the interviewer will not interview the prospective shareholder nor proposed occupants. If address on license differs from current address, a written explanation is required with the application package.

Purchasers are required to submit the following fee with the resale package:

Processing Fee - $1,100 payable to Le Havre Owners Corp.
(50% of this fee is refundable, should the package be rejected)
Carpet Protection Fee: $100 payable to Le Havre Owners Corp. This fee covers the cost of supplying, installing and removing of Masonite sheets to protect the hallway floor.

Criminal History Request Fee: $50.00 (per purchaser) payable to "Tenant Data Verification"

Completed packages must be submitted to the Management Office a minimum often (10) working days before an interview can be scheduled. Interviews are scheduled subject to availability. Purchasers should be aware that it could take up to 30 days from the time the package is dropped off to the time of interview.

Upon receipt of ALL of the above documents, letters and fees, the Board will preview the documents. After resolution of any outstanding issues, an interview meeting will be conducted by a board member and two volunteer shareholders of the corporation. All adults and prospective occupants must be present for the interview with photo identificati9n. The purchaser(s) will be advised of the Board's decision through the Management Office after the next meeting of the Board of Directors has taken place (generally the last week of each month).

A CLOSING WILL NOT BE SCHEDULED UNTIL AFTER FINAL APPROVAL IS GIVEN BY THE BOARD OF DIRECTORS.

After receiving notification of approval by the Board of Directors, the purchaser(s) should submit to the Management Office three (3) original Recognition Agreements (Standard Aztech Form) from the purchaser's 'bank, if the apartment is to be financed. The Recognition Agreement should be executed by purchaser(s) and lending bank prior to being submitted to the attorney.

The purchaser's attorney should be instructed to contact Geoffrey Mazel of Hankin & Mazel, PLLC., at (212) 349-1668 to schedule the closing.

If the seller(s) has a mortgage on this apartment, a representative of that mortgagee must attend the closing, bringing the Proprietary Lease and Stock Certificate. The mortgage payoff should be ordered by the seller from their bank when the purchaser(s) is approved, to allow enough time prior to closing.

Each prospective shareholder must present at closing, a valid co-op I homeowner's insurance policy naming Le Havre Owner's Corp. as additional insured. The policy must show general liability of not less than $1,00,000 and personal property of not less-than $20,000. Failure to produce a policy as indicated above will cause the closing to be suspended.

The following represent the closing costs and procedures (ALL CLOSING COST PAYMENTS MUST BE PAID BY SEPARATE CHECKS).

LeHavre

On the Water

RESALE INSPECTION FORM

Building #: _____ Apartment #: _____

Purchaser: _____ Seller: _____

Inspection Date: _____ Inspector: _____

1. Is there a deadbolt installed? _____
2. Is a 1.6 gallon toilet installed? _____
3. Is there any apparent structural damage? _____

_____

4. Are there any apparent illegal alterations in apartment? _____

_____

5. Is there a light fixture in the dining room? _____
6. Are there any unauthorized alterations done to the windows or terrace doors? _____

_____

7. Is there wood trim around the windows? _____
8. Are there any unauthorized changes or unsightly conditions with regards to the terrace?

_____

9. Are terrace water drains free from obstruction? _____
10. Is terrace physically damaged/stained? _____
11. Is there any unauthorized baths? _____
12. Does apartment contain a washer / dryer? _____
13. Functioning smoke defector? _____
14. Functioning carbon monoxide detector? _____
15. Brass plugs or caps & 1 ½ steel cap for 2nd sink in bathroom? _____

I, _____, have inspected the above apartment in accordance with the LeHavre Owners Corporation requirements and certify that there are no apparent violations with respect to structural damage or unauthorized alterations, and that all the above information is correct.

Inspected by:

_____ _____

Signature Date

PURCHASE APPLICATION FOR COOPERATIVE
(IMPORTANT: ANSWER EVERY QUESTION)

PLEASE ENCLOSE A COVER LETTER GIVING DETAILS OF INCOME, FINANCIAL WORTH, DOWN PAYMENT SOURCE & EMPLOYMENT HISTORY

PURCHASER ..... S.S.#

PURCHASER ..... S.S.#

Purchaser's Attorney, Name of Firm & Address.....

Tel.# .....

Bldg.#..... Apt.#.....No of shares..... Parking Spot #.....Pkg. Spot Fee $

Monthly Maintenance $..... Purchase Price $.....

Name which will appear on new Stock Certificate & other documents:

.....

FINANCING: YES..... *NO*.....AMOUNT $.....

Bank.....

Individual Broker & Firm.....

Address .....Tel.#.....

SELLER'S Name .....Tel.#.....

Seller's Attorney, Firm, Address,
Phone.....
.....

Commitment Expiration Date.....

Anticipated Closing Date and Time.....

Anticipated Date of Possession.....

INFORMATION REGARDING PURCHASER(S)
SUBMIT RIDER FOR ADDITIONAL PURCHASER(S)

Purchaser .....

Home Address .....

Length of Occupancy ..... Tel. No ..... Own ..... Rent.....

Employer's Name, Company, Address.....

Telephone No .....Supervisor .....

Type of Business.....Purchaser's position.....

Salary per annum $ .....Date of Hire .....

Any other income: Include source and attach proof.

Spouse or Co-Applicant: Employer's Name, Company, Address .....
.....
.....

Telephone No ..... Supervisor .....

Type of Business..... Co-Applicant's position.....

Salary per annum $ .....Commission & Bonus $.....

Date of Hire.....

Any other income: Include source and attach proof.

A credit-check is required for all adults living in the apartment whether employed or not. For additional adults, please attach an additional page giving name, address, social security number, place of employment, salary, etc. Please also sign the Authorization to Obtain a Credit Report.

Name of ALL persons and relationships, including the purchaser(s), who will reside in apartment and, if children, please state age. (Every name should be listed).

.....
.....
.....

Name of all residents in the building known by applicant:
.....

Does applicant wish to maintain any pets? If so, please specify.....

Does applicant plan alterations to apartment? If so, please specify.....

LANDLORD:

Present Landlord or Agent

Address ..... Tel. No .....

Previous Landlord or Agent ..... Length/Occupancy.....

Address .....Tel. No.....

FINANCIAL: Please list the bank, type of account (savings, checking, money market, etc.) and account numbers. (No charge cards please) ATTACH THREE (3) MOST RECENT BANK STATEMENTS.

A. Bank..... Type of Account.....

Address ..... Acct. # .....

B. Bank ..... Type of Account .....

Address ..... Acct. # .....

C. Bank.....Type of Account .....

Address .....Acct. # .....

D. Certified Public Accountant (a MUST if self-employed) Name, address, phone #

.....

.....

E. For additional sources of information regarding income, contact.....
.....
.....

SPECIAL REMARKS:

Please give additional information that may be pertinent or helpful.....
.....
.....
.....

The undersigned hereby affirms that the information contained in this application is true and accurate to the best of his/her knowledge and belief.

.....

(Signature of Purchase Applicant)

.....

(Signature of Spouse or Co-Applicant)

Lehavre Owners Corp.

AFFIDAVIT OF OCCUPANCY

STATE OF NEW YORK

SS

COUNTY OF QUEENS

_____, being duly sworn deposes and says:

1) I (we) am(are) purchasing the Cooperative apartment located at _____, Whitestone, NY, ("the apartment") and I (we) will personally reside in the unit and use it as our primary residence at all times;
2) I (we) understand that the stated use of the apartment in the proprietary lease is for use as a private dwelling only and any other use constitutes a violation of the proprietary lease and will lead to immediate legal action by Lehavre Owners Corp.
3) I (we) further understand that we may not sublease the apartment without first obtaining written consent of the Board of Directors and that to do otherwise also constitutes a material breach of the terms and conditions of the proprietary lease which will lead to the imposition of substantial fines against us by Lehavre and/or legal action to terminate the proprietary lease.

Dated:

Whitestone N.Y.

_____

Purchaser's Signature

_____

Purchaser's Signature

Sworn to before me the ___

Day of _____, 201__

_____

Notary Public

STATEMENT OF FINANCIAL CONDITION

For each adult or both together, if joint funds.

Name:_____

Address:_____

For the purpose of procuring credit from the above named company, or its assigns, the following is submitted as being a true and accurate statement of the financial condition of the undersigned on the _____ day of _____

FILL ALL BLANKS, WRITING "NO" OR "NONE" WHERE NECCESARY TO COMPLETE INFORMATION.

ASSETS	
Cash in Banks	
Savings & Loan Shares	
Earnest Money Deposited	
Investments: Stocks & Bonds	
--See Schedule	
Investment in own Business	
Automobiles: Year Make	
Personal Property/Furniture	
Life Insurance	
Cash Surrender Value	
Cash Surrender Value	
Other Assets--itemize	
TOTAL ASSETS	

LIABILITIES	
Notes to payable To banks	
To Relatives	
To Others	
Installment Accounts payable Automobile	
Other	
Other Accounts payable	
Mortgages payable on Real Estate See Schedule	
Unpaid Real Estate Taxes	
Unpaid Income Taxes	
Chattel Mortgage	
Loans on life Insurance Policies (Include Premium Advance)	
Other debts--itemize	
TOTAL LIABILITIES	
NET WORTH	
TOTAL LIABILITIES & NET WORTH	

APPLICANT & Co.-APPLICANT SOURCE OF INCOME	
Base Salary	$
S/E Income	$
Bonus & Commissions	$
Dividends and interest income	$
Real Estate income (Net)	$
Co-Applicant income (specify)	$
Other Income--itemize	$
TOTAL	$

SOCIAL SECURITY NUMBERS:

_____ ( ) INIT.

_____ ( ) INIT.

CONTINGENT LIABILITIES		GENERAL INFORMATION
As Endorser or Co-maker on Notes	$	Personal Banks Accounts carried at
Alimony Payments (Annual)	$	Savings & Loan Acct at
Are you defendant in any legal action?		Purpose of loan:
Are there any unsatisfactory judgments?		
Bankruptcy? Explain.		

SCHEDULE OF BONDS AND STOCKS

AMOUNT OR # OF SHARES	DESCRIPTION (ENTER VALUATION IN PROPER COLUMN)	MARKETABLE ACTUAL MARKETABLE VALUE	NON-MARKETABLE UNLISTED SECURITIES ESTIMATED WORTH

SCHEDULE OF REAL ESTATE

DESCRIPTION & LOCATION	COST	ACTUAL MARKET VALUE	MORTGAGE	
			AMOUNT	MATURITY DATE

SCHEDULE OF NOTES PAYABLE

SPECIFY ANY ASSETS PLEDGED AS COLLATERAL, INDICATING THE LIABILITIES THEY SECURE:

TO WHOM PAYABLE	DATE	AMOUNT	DUE	INTEREST	ASSETS PLEDGED AS SECURITY

The foregoing statements and details pertaining thereto, both printed and written, and have been carefully read and the undersigned hereby solemnly declares and certifies that same is a full and correct exhibit of my/our financial condition.

Date:_____ Signature of Purchase Applicant:_____

Signature of Spouse/Co-Applicant:_____

AUTHORIZATION TO OBTAIN A CREDIT REPORT

IN ORDER TO COMPLY WITH THE PROVISIONS OF SECTION 6.06 (A) OF THE FEDERAL FAIR CREDIT REPORTING ACT, I AUTHORIZE YOU TO RETAIN A CREDIT REPORTING AGENCY TO FURNISH A CREDIT REPORT,

I HEREBY RELEASE THE INDIVIDUAL, COMPANY, OR INSTITUTION AND ALL INDIVIDUALS CONNECTED THEREWITH FROM ALL LIABILITY FOR ANY DAMAGE WHATSOEVER INCURRED IN FURNISHING SUCH INFORMATION

Print Name: _____

Signature: _____

Social Security #: _____

Address: _____

_____

Date: _____

AUTHORIZATION TO OBTAIN A CRIMINAL REPORT

I HEREBY AUTHORIZE ANY INDIVIDUAL, COMPANY, OR INSTITUTION TO RELEASE TO LE HAVRE OWNER'S CORP. AND/OR ITS REPRESENTATIVES ANY AND ALL INFORMATION THAT THEY HAVE CONCERNING ANY CRIMINAL ACTIVITY AND SEX OFFENDER HISTORY.

I HEREBY RELEASE THE INDIVIDUAL, COMPANY, OR INSTITUTION AND ALL INDIVIDUALS CONNECTED THEREWITH FROM ALL LIABILITY FOR ANY DAMAGE WHATSOEVER INCURRED IN FURNISHING SUCH INFORMATION.

Print Name: _____ Date Of Birth_____

Signature: _____

Address: _____

City: _____

State: _____Zip Code_____

Social Security #: _____

PARKING ACKNOWLEDGEMENT

BLDG. & APT. ____ / ____ Assigned Parking Space #_____

If there is a parking space rendered to the Seller of the apartment, please be advised of the following:

RIGHT TO TRANSFER ASSIGNMENT OF PARKING SPACE

A Shareholder shall have the right to pay a one-time fee of $8,500 to transfer the assignment of one (1) pre-existing assigned parking space to a purchaser or subleasee approved by the Board of Directors.

If the Shareholder prefers not to take advantage of the above "Right to Transfer Assignment of Parking Space" option, then the parking space will be turned over to Le Havre Owners Corporation.

ACKNOWLEDGEMENT AND INTENTION OF SHAREHOLDER AND PROSPECTIVE BUYER/SUBLEASSEE: (One of the following MUST be checked).

_____ I, the Shareholder, do not wish to retain the right to transfer assignment of my parking space and hereby relinquish it to the Corporation as of

_____ I, the Shareholder, will retain my right to transfer assignment of my parking space at a fee of $8,500, attached herewith if subleasing or to be paid at closing if selling. (Please make check payable to Le Havre Owners Corp.)

_____ (PRINT name of Shareholder/Seller)

_____ (PRINT name of Prospective Purchaser)

_____ (Signature of Shareholder/Seller)

_____ (Signature of Prospective Purchaser)

The Prospective Buyer/Sublease understands that the Shareholder does not have OR has elected not to transfer his/her assignment of the parking space.

_____ (Signature of Prospective Purchaser)

* After taking possession of an apartment the new shareholder must come to the Management Office to complete an "Outdoor Parking Space Agreement"

MOVE-IN/MOVE-OUT NON-REFUNDABLE FEE AGREEMENT

The undersigned hereby agree to comply with the provisions of the rules and regulations of Le Havre Owners Corporation regarding Move-in or Move-out fees as noted below:

For the Seller, payment is due when the move-out is scheduled, or payable at closing if not paid already. The payment should be by certified check, bank check, or money order, in the amount of One Thousand Five Hundred Dollars ($1,500.00) made payable to Le Havre Owners Corp. This is a non-refundable fee.

For the Purchaser, payment for move-in is due at the closing. The payment should be by certified check, bank check, or money order in the amount of One Thousand Five Hundred Dollars ($1,500.00) made payable to Le Havre Owners Corp. This is a non-refundable fee.

AGREED BY: _____ AGREED BY: _____
(Shareholder/Seller) (Prospective Purchaser)

_____ _____
(Shareholder/Seller) (Prospective Purchaser)

_____ _____
(Bldg./Apt or Forwarding Address) (Bldg. & Apt.)

_____

MOVE –IN/MOVE-OUT SECURITY DEPOSIT AGREEMENT

The undersigned hereby agree (s) to comply with the provisions of the rules and regulations LeHavre Owners Corporation regarding Move-in or Move-out as noted below:

1. The payment, at the time of scheduling and in advance of the Move-in or Move-out, will be by certified check, bank check or money order, in the amount of Five Hundred Dollars ($500.00) made payable to Le Havre Owners Corporation as a Security Deposit, which shall be refunded to the undersigned, subject to the conditions as hereafter provided.

2. The date of the Move-in or Move-out form the apartment shall be scheduled with the Maintenance Department (718-767-6200). It is understood that the total amount of the Security Deposit shall be forfeited if the resident fails to schedule Move-in or Move-out of property with the Maintenance Department, or arranges for the delivery or removal of property from the apartment at other than the time scheduled. (Move-ins and/or Move-outs are to be scheduled between 8am to 4pm Monday through Saturday only).

3. Any carrier engaged for the delivery or removal of property shall be advised to comply with the instructions of the Building staff assigned for the monitoring and supervision of the Move-in or Move-out.

5. The undersigned shall be responsible for any damages caused in the common elements of LeHavre during the process of the Move-in or Move-out.

6. The cost for repairs and replacement for damages to the common elements caused by and during the Move-in or Move-out shall be deducted from the amount of the Security Deposit. The amount of the cost for any repairs and replacement resulting form the damages attributed to the Move-in or Move-out from the apartment shall be the sole determination of the Managing Agent which shall be based upon prevailing costs for similar repairs and replacement.

7. It is understood that Le Havre shall return to the undersigned the full amount of the Security Deposit within thirty (30) days of the date of the Move-in or Move-out, or the next amount or the net amount of the Security Deposit after deducting the amount of the cost of repairs and replacements, if any, within thirty (30) days after the date of determination of the cost thereof. In the event of a Move-out, the refund should be sent to the forwarding address written below.

8. It is further understood that the amount due or payable to the undersigned from the Security Deposit may not be assigned to another party.

SIGNED:

(LS) _____ (LS) _____

(Shareholder/Seller) (Prospective Purchaser)

_____ _____

(Bldg. & Apt. or Forwarding Address) (Bldg. & Apt. or Forwarding Address)

_____ _____

_____ _____

NAMEPLATE REQUEST

Please complete the information requested on this form and mail or return to the Management Office as soon as possible.

_____

Building _____ Apartment _____

_____ Name on Mailbox _____
(Please Print)

_____ Name on Directory _____
(Please Print)

Signature: _____

Date: _____

Dear Shareholder:

You are hereby notified that under that under Section 131.15 of the New York City Health Code, window guards are required to be installed in an apartment if a child or children ten (10) years old or younger resides therein. Each resident is required by the code to advise the Managing Agent whether or not there are children ten (10) years of age or younger in the apartment. In order that you can fulfill your obligation regarding this matter, we are requesting that you complete the form below by filling in the information requested. Place a checkmark in either Part "A", Part "B" or Part "C". After dating and signing the form, return it to the Managing Agent.

If at some future time a child ten (10) years of age or younger becomes a resident of your apartment, the code further requires that you than inform us in writing in order to have window guards installed.

PLEASE PRINT ALL INFORMATION
Name(s): _____

_____

Address: _____

PART A {} There are no children (10) years of age or younger who are residents in my apartment at the present time

PART B {} I have children ten (10) years of age or younger in my apartment. Their names and birth dates are as follows:

Name	D/Birth	Age
_____	_____	_____
_____	_____	_____
_____	_____	_____

PART C {} I want to have window guards even though I have no children ten (10) years of age or younger.

_____ _____
Prospective Purchaser Date

LE HAVRE OWNERS CORP.

DOG POLICY

Shareholders entering into contract after January 1, 2015, are not allowed to own a dog and if found to be harboring an illegal dog will incur a fine of $250. Furthermore, failure to remove the dog will result in a $250 fine being levied against their account each month, thereafter, until the illegal dog is removed from the apartment.

I have read and understand the above.

Signature:_____ Date: _____

Print Name:_____

Signature:_____ Date: _____

Print Name:_____

LE HAVRE OWNERS CORP.
TERRACE RESPONSIBILITY

All shareholders hereby acknowledge that the maintenance of the terrace is the responsibility of the shareholder in accordance with the terms of the proprietary lease.

I have read and understand the above.

Signature.: _____ Date: _____

Print Name: _____

Signature: _____ Date: _____

Print Name: _____

Le Havre Terrace Acknowledgement Letter

August 28, 2017

To Le Have Owners Corp.,

I, _____, approved purchasers for the sale of _____, located at _____, Beechhurst, NY 11357 have viewed the terrace after it passed Le Havre's inspection.

We acknowledge that according to Le Havre Owners Corp.'s proprietary lease, the terraces are the responsibility of the shareholder to maintain and that we are not allowed to paint or renovate over them.

As per the terrace's waterproofing warranty, AM & G Waterproofing is the sole authorized contractor that can redo the terrace floor at an approximate cost of $1,500 plus tax.

_____
Purchaser

_____
Purchaser

State of New York
County of _____
Subscribed and sworn before me
this _____ day of _____, _____

by _____
Notary Public

LE HAVRE OWNERS CORP. HOUSE RULES

I HEREBY CONFIRM, BY SIGNING BELOW, THAT I HAVE READ AND UNDERSTAND ALL OF THE HOUSE RULES OF LE HAVRE OWNERS CORP., WITH PARTICULAR ATTENTION TO THE FOLLOWING:

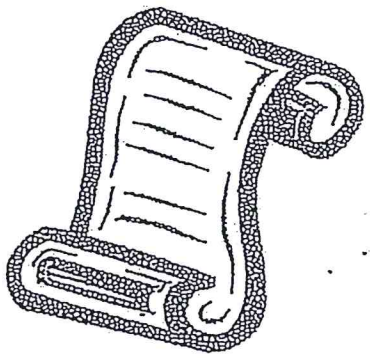
- 80 % CARPETING RULE (ALL ROOMS MUST BE COVERED WITH THE EXCEPTION OF THE BATHROOM AND KITCHEN).
- AN ALTERATION AGREEMENT MUST BE OBTAINED FROM THE MANAGEMENT OFFICE AND COMPLETED AND APPROVED BY THE SUPERINTENDENT BEFORE ANY WORK CAN BE COMMENCED. (INCLUDING THE INSTALLATION OF WOOD FLOORS).
- ALL AIR CONDITIONERS MUST BE INSTALLED BY THE MAINTENANCE DEPARTMENT.
- NO FLOOR COVERINGS OF ANY KIND CAN BE PLACED OVER THE TERRACE FLOOR.
- NO DRILLING OR NAILING INTO TERRACE WALLS OR CEILINGS.
- NO DRILLING OR NAILING INTO WINDOW SASHES OR FRAMES.

Signature: _____ Date: _____

Print Name: _____ B#____/Apt. _____

HOUSE RULES

Policies & Procedures



Le Havre Owner's Corporation

Version VI

Updated: May, 2016

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House Rules of Le Havre Owners Corporation

The House Rules are part of the Proprietary Lease of all shareholders. All residents, shareholders; tenants (renters of the sponsor) and sub lessee's are bound by these rules. Failure to follow them constitutes a violation of the Proprietary Lease and shall entitle Le Havre Owners Corporation (LHOC) to pursue legal remedies.

General Rules

Any permission given under these rules can be revoked at any

time. Apartments are to be used for residential purposes only.

Residents are reminded that they live in multi-family buildings and must be considerate of their neighbors at all times.

Residents shall not feed any animal or bird from their apartment windows, terraces or anywhere on the grounds of Le Havre.

Any damage done to Le Havre property by a minor Is the financial responsibility of the responsible resident,

As required by NYC law, residents who have children under the age of 11 are required to have window guards installed on their windows. Contact the Maintenance Dept to arrange for installation of guards.

It is important for residents to provide LHOC's Maintenance Dept. with a set of keys to their apartment, or the name and telephone number of another Individual who has a set of keys. Keys or telephone numbers will be used only in the event of an emergency such as a fire, water leaks, etc. If no one can be contacted, LHOC has the right to forcibly enter the apartment and all costs Involved will be the responsibility of the owner.

Residents selling their apartments must surrender their apartment and lobby door keys at closing.

Shareholders are required to carry personal property and liability insurance with Le Havre Owner's Corp. listed as additional insured as well as provide Management with a copy of their policy. Residents are responsible for damage caused to another apartment or to corporation property resulting from fire, water, etc. which emanates from their apartment.

LHOC has the right to inspect any resident's apartment with adequate notice to ensure compliance with these House Rules. Yearly inspections will be conducted beginning September 2010.

Residents are not permitted to hire LHOC employees to perform private work for them.

Apartment Use Rules

Residents are required to determine the identity of anyone they buzz into the building before they give them access.

Residents are responsible for repairs and maintenance of their own apartments.

Residents shall not make or permit to be made any disturbing noises in the building (including excessive dog barking) which will interfere with the rights, comfort or convenience of other residents

No resident shall play any musical instrument or operate a stereo, radio, television, loud speaker or any other source of amplified sound in their apartment between the hours of 10:00PM to 8:00AM on weekdays and from midnight to 8:00AM on weekends.

Residents are required to cover the floor area of each room, with the exception of the kitchen, bathroom and closets, with 80% carpeting or rugs with effective noise reducing material.

Residents are allowed to carry out minor renovations; however, they must submit an Alteration Agreement and provide insurance as stated in item #7 of the Alteration Agreement, to the Maintenance Department to obtain written authorization prior to commencing work. An Alteration Agreement is required for hardwood, laminate, floating, tiled flooring, carpet installation, and satellite dishes, as well as any alteration that affects the structure of the building including, but not limited to, terrace enclosures, installing / replacing cabinets, changes to electricity, plumbing, etc. There is a fee for this agreement and shareholders should contact Management for the requirements. Construction, repair work or installations involving noise shall be allowed only during the hours of 8:30AM to 4:00PM Monday thru Friday. Renovation work is not permitted on Saturdays, Sundays or public holidays.

All contractors / renovators must adhere to the EPA Lead Paint Guidelines which applies to any job whereby painted areas are being disturbed. The person supervising the job must have Lead Paint Certification and follow special testing, preparation, containment, clean up and record keeping procedures.

Residents May receive deliveries and remove appliances, furniture, etc. Monday thru Saturday between the hours of 8:00AM and 4:00PM. At least 24 hours advance notice must be given to the Maintenance Department so that protective padding can be placed in the elevator. Any damage caused to Le Havre property by such deliveries or removals will be charged to the resident. Absolutely no deliveries or removals can take place after 4:00 PM. If the delivery vehicle is running late you must notify the Maintenance Department before 4:00 PM and reschedule the delivery.

Residents must obtain clearance from the Maintenance Department at least 24 hours prior to any move. Moving is allowed Monday thru Saturday 8:00AM to 4:00PM. There are fees for moving in and out. Check with Management for the current fee structure. No move-in or move-outs can take place on Sundays or public holidays.

Residents are responsible for maintaining a clean apartment and keeping it insect, vermin and pest free. Le Havre provides extermination services on a regular basis without charge. Residents may call the Maintenance Office to make arrangements for such service. Le Havre has the right to enter an apartment, with prior notice, to ascertain if extermination services are necessary and to take appropriate action.

Residents are responsible for cleaning windows as per the manufacturer's recommendations. The manufacturer recommends cleaning windows at least every 6 months using a mild soap and water solution, rinsing thoroughly with clear water and wiping dry. Window frames, tracks and sills should be vacuumed and cleaned, ensuring that weep holes are clear. Window treatments are not to be adhered to the windows. No item is to be nailed, screwed, etc. to the window frames.

Windows: do not mount vertical blinds or any window treatments directly into the windows or snap trim; do not apply tinting or adhere any items to your windows or snap trims.

Residents may have air conditioning units installed only in the lower sash of their windows; air conditioners cannot be placed in a stationary window. The units must be installed by LHOC's Maintenance Dept. (There is a fee for this service). Call the Maintenance Department for the current rate.

Residents are not permitted to have washing machines or dryers in their

apartments. *Jacuzzi tubs are not allowed in the apartment.*

Residents must have and maintain functioning fire and carbon monoxide detectors per NYC law.

Shareholders may sublease their apartments at the discretion of the Board of Directors. For current requirements contact the Management Office.

Terraces

If you are planning to install an enclosure, please contact the Management Office for an Alteration Agreement and the necessary specifications before any work is scheduled.

Plants may be hung on the inside of the terrace on supports hung from the railing. Planters must not be placed directly on the terrace wall. Plants may be placed on the terrace floor as long as approved protective material is placed underneath the planter.

Storage bins, containers, and other large items placed on terraces must be no higher than the exterior terrace wall.

Hoses cannot be hung over the side of the terrace to dispose of water while having carpets shampooed, as this will lead to staining of the building and void our warranties. Please make sure that the company hired to shampoo your carpets has a portable machine that contains all the water.

Please do not drill into your terrace or puncture the new coating in any way; install or mount any brackets within the balcony walls; install any temporary flooring i.e. carpeting; install any permanent flooring i.e. tiles or wood. If you wish to install a satellite dish, please contact the Management Office to pick up an Alteration Agreement (see page 2).

Additionally, tile cutting / contracting work on your terrace is prohibited as it damages the coating and voids the warranty.

Residents are to use only lightweight lawn furniture on terraces and must use protective shields under any sharp legs, etc. so as to ensure that the terrace floors are not damaged.

The terrace is not to be used for hanging laundry or shaking out any articles.

Per NYC Law, only electric grills can be used on the terraces.

Pets should not be left unattended on the terrace at any time.

Rules related to Public Areas

Management must approve all notices and will make arrangements for notices to be posted in the appropriate places. Residents are not to tape notices in the elevators or entrance ways. No signs, notices, advertisements etc., can be displayed on any window or other part of the building without Management's approval.

Halls and stairwells shall be kept clear of personal items, including but not limited to boots, shoes, umbrellas, carriages, sports equipment etc. Personal items in public areas create a fire hazard and place all occupants at risk.

Residents should arrange to have items such as newspapers, packages, etc. picked up from their doors while away from their apartments.

Residents are responsible for keeping public areas, including utility rooms clean. All wet debris must be securely wrapped and drip free. All bagged garbage must easily fit into the chute. Cat litter must be bagged before placing down the chute. Bottles and cans are to be appropriately placed for recycling. Cartons, boxes and crates must be flattened and placed in the recycling bin or left neatly on the utility room floor. Extra large boxes should be brought down to the cage on the side of the building. Under no circumstances should flammable materials be put down the chute. If in doubt about what can be put down the chute or where to place debris ask your porter or call the Maintenance Department. Broken glass is to be separated, wrapped, labeled and placed next to the recycling bin.

No one is allowed to play in the interior public areas.

Consumption of alcoholic beverages in any public area of LHOC is strictly forbidden.

Smoking is not allowed in lobbies, elevators or stairwells.

Residents are not permitted to prop open the front door of their building.

No one is allowed on the roof *except in the case of fire.*

Stairwell doors are fire doors and cannot be propped open at any time as this creates a fire hazard/violation.

Skateboarding, rollerblading, bike riding, ball playing, loud behavior, etc. is not allowed anywhere on the property at any time except for playground areas.

All children playing in LHOC playgrounds must be supervised by an adult

Playground hours are 10:00AM - 8:00PM Sunday thru Thursday; 9:00AM - 9:00PM Friday and Saturday during the summer period. Playgrounds will close at dusk for the remainder of the year.

Parking Rules

Numbered parking spaces are leased on a monthly basis.

No one is to park in a numbered space without the permission of the lessee.

Any illegally parked car is subject to towing at owner's expense.

Parking spaces are to be used only for motor vehicles or motorcycles.

Parking is at vehicle owner's risk. Residents are responsible for snow removal from their space.

No repairs are to be done in a parking space.

Residents who park adjacent to a landscaped area should park head-in, when feasible, to prevent exhaust fumes from destroying the landscaping.

Residents are encouraged to obtain a Le Havre Parking sticker from the Management Office even if they do not have a leased parking space.

Residents are responsible for the upkeep of their vehicles to avoid oil leaks from damaging the parking lots.

All vehicles parked on Le Havre grounds are to be registered and insured.

Important Phone Numbers:

Management Office (718) 767-7400
Maintenance Dept. (718) 767-6200 (7:00AM-4:00PM)
Security (718) 767-6200 (4:00PM-7:00A.M)
Le Club (718) 767-2277

LeHavre

On the Water

TO: ALL RESIDENTS

FROM: MANAGEMENT

RE: **NYC LAW / SMOKING POLICY**

DATE: AUGUST 24, 2018

New Citywide Smoking Policy for Residential Buildings / New York City requires adoption of a Smoking Policy:

In accordance with the new City ordinance, Local Law 147, all residential buildings must have adopted a "Written Smoking Policy" by August 28, 2018.

This new law applies to all residential buildings with three or more units in New York City to include rentals, co-ops and condos.

We ask for your full compliance with the attached Policy.

Thank you.

LE HAVRE OWNERS CORP

SMOKING POLICY ACKNOWLEDGEMENT FORM

The following constitutes the Corporation's smoking policy.

a) In clarification of paragraph 18 (b) of the Lessor's form of proprietary lease, the reference to unreasonable odors shall include, but not be limited to, cigarette, cigar, marijuana, incense odors, waterpipes (including hookah), e-cigarettes and/or the secondhand smoke they produce. In further clarification of paragraph 18 (b), such odors and/or the secondhand smoke shall constitute an unreasonable interference with the rights of, and annoyance of other lessees.

b) In accordance with local law 17-506.1 of the New York City Administrative Code, the following smoking policy has been adopted by the Lessor. All shareholders, tenants and guests must abide by this smoking policy, or the Board will take such action as it may deem necessary. The policy is as follows

Smoking is permitted within the apartments. Shareholders and tenants are responsible to take measures to ensure that smoke or any odor of smoke does not infiltrate neighboring apartments or any of the Corporation's indoor and outdoor common areas, including but not limited to the hallways, elevators, stairwells, laundry rooms, lobbies or in the portico areas under the building.

Smoking is not permitted in any common area of the Le Havre property, interior or exterior:

No smoking is allowed within the confines of the pools which include the pool decks, grassy area by Pool #2 or in the bathroom of Pool #1.

No Smoking is allowed any place in the clubhouse.

No Smoking is allowed in the Maintenance Office.

No smoking is allowed in the Management Office.

Distributed: 8/24/2018

LE HAVRE

On the Water

TO: ALL RESIDENTS

FROM: MANAGEMENT

DATE: FEBRUARY 13, 2018

RE: AMENDMENTS TO HOUSE RULES

At the December 2017 meeting of the Board of Directors, the Board voted to:

- Extend the Quiet Hours on Saturday and Sunday mornings to 11:00 AM. As stated in the House Rules, no excessive noise will be permitted during the quiet hours.

At the January 2018 meeting, the Board voted to:

- Implement a fine of $750 for objectionable conduct towards corporation staff and corporation contractors.

Please save this page with your House Rules for further reference.

LEHAVRE

On the Water

TO: ALL RESIDENTS

FROM: MANAGEMENT

RE: HOUSE RULES (SCHEDULE OF ADMIN. FEES)

DATE: APRIL 2, 2012

The Board of Directors has implemented the following list of administrative fees for violation of the co-ops House Rules:

Safety / Serious Violations: Administrative Fee $500.00

- Improper disposal of needles / syringes in compactor
- Apartment access not allowed
- Non compliance with Renovations / Alteration rules
- Charcoal or gas grills on terrace
- Planters on the terrace wall / or hanging outside of terrace railing
- Air conditioners (not installed by our Maintenance Dept.)
- Installing carpeting, wood or any type of flooring on top of terrace floor
- Installing window treatments directly onto the windows or snap trim
- Attaching satellite dishes (without approval from Maintenance)

All Other Violations Listed Below: Administrative Fee $250.00

- Pigeon feeding
- Items / laundry hanging over terrace railing
- Non compliance with the co-op insurance requirements
- Non compliance with the 80% carpeting rule
- Shoes, strollers etc., left in the hallways
- Harboring unregistered dogs
- Dogs relieving themselves on the landscaped areas
- Move ins / Move outs on Sundays or weekdays after hours
- Skateboarding, rollerblading, bike riding, ball playing (other than playground areas)

LeHavre

On the Water

TO: ALL RESIDENTS

FROM: MANAGEMENT

RE: AMENDMENT TO THE HOUSE RULES

DATE: NOVEMBER 12, 2014

At the most recent Board of Directors Meeting held on November 6, 2014, the Board voted to add the following amendment to the House Rules of the co-op., effective immediately:

Emergency Access:

All residents, including sponsor apartments, must allow access within twenty four (24) hours from the time they receive a call, a telephone message, or a notice under their door requesting emergency access: Examples of emergency access is as follows:

- Access in flooding situations
- Access to trace and / or repair a leak
- Access for exterminating services where a serious infestation problem exists
- Access to remedy hazardous situations requiring immediate attention.

Failure to provide access within a twenty four (24) hour period will incur a $500 fine for each day that access has not been granted.

If you have not sent in your updated telephone information to the Maintenance Department in recent months, we ask that you do so upon request of this notice. Even if your contact information has not changed recently we ask that you still send in the emergency card so that we have accurate information. It is vitally important that you list the contact information for a person that can give access on your behalf in the event of you not being able to receive a call or check your messages. This especially is very important if you are planning to be away for a few days, on vacation or away for the winter months.

Failure to respond to a message does not mean that you will be exempt from the fine.

We ask for your full co-operation in this matter.

LE HAVRE

On the Water

TO: ALL RESIDENTS

FROM: MANAGEMENT

RE: AMENDMENT TO DOG POLICY

DATE: MAY 23, 2019

At a meeting of the Board of Directors of Le Havre Owners Corp., held on May 22, 2019, the Board passed the following Resolution:

LH-19-526 Resolution to increase the one-time dog registration fee from $1,000 to $2,000 effective immediately.

See amended policy attached for your information.

Thank you.

Le Havre Owners Corp.
Dog Policy Clarification/
Amendment to House Rules

Effective May 22, 2019

The House Rules of Le Havre Owner's Corp. shall be amended to Include the following policy concerning the harboring of dogs at Le Havre. All prior policies concerning the harboring of dogs at Le Havre shall be deemed rescinded and of no further force or effect.

Shareholders entering into contract after January 1, 2015, are not allowed to own a dog and if found to be harboring an illegal dog will incur a fine of $250. Furthermore, failure to remove the dog will result in a $250 fine being levied against their account each month, thereafter,
until the illegal dog is removed from the apartment.

Residents who purchased their apartment prior to January 1, 2015 and are found to be harboring an unregistered dog will incur a fine of $250 but they will be given the option of registering their dog at a cost of $2,000.00 Failure to register their dog will result in a $250 fine being levied against their account each month, thereafter, until they register the dog or have the dog removed from their apartment.

The same rule applies to the sponsor apartments with the fine being added to the sponsors account. The sponsor will be obligated to pass it on to their tenant.

There are no visiting dogs allowed (except for registered dogs). A $250 file will be levied against the account of anyone found to have a dog visiting in their apartment.

An annual dog fee of $100.00 per apartment will be charged on the April maintenance bill.

BOARD'S RESERVATION OF RIGHTS:

Le Havre Owners Corporation has the right to prohibit any animal from being kept on the premises that is a disturbance or danger to the other occupants of the complex. The keeping of any dog shall be expressly permitted by Le Havre Owners Corporation; such permission shall be revocable by the Board of Directors.

NUMBER OF DOGS:

Residents who were allowed to register two (2) dogs prior to March 2012 can continue to own two (2) dogs for the dog's lifetime or until they are removed from the apartment. However, they will only be allowed one replacement dog (which will be after the last dog passes on) since second dogs are no longer allowed at Le Havre Owners Corp.

No new registrations will be issued for Doberman's, Rottweiler's, Pit Bulls' or Cane Corso's (whether pure breeds or mixed breeds where one or more of the listed breeds predominates).

INSURANCE:

Residents who are permitted by Le Havre management to own a dog(s) will be required to carry liability insurance covering personal injury and property damage, proof of which is required at the time of registration.

RULES AND RESTRICTIONS:

All dogs must be kept on leashes and under the direct control and supervision of their owner at all times while not inside their apartments. It is a violation to leave a dog unattended on the grounds, patios, walkway, or underneath the buildings. Any dog seen running loose or left tied up should be reported to management, and fines will be assessed against the unit owner.

Dogs are not permitted in the areas of the tennis courts, pools or playgrounds.

Dogs must not be walked or allowed to defecate or urinate on the lawns, walkways or common areas of Le Havre. Should the dog accidentally relieve itself in a public area of the building or common properties, it is the pet owner's responsibility to immediately pick up/clean up the excrement left by their pet.

Sublessee's are not allowed to own dogs.

SHAREHOLDER LIABILITY:

Dog owners are responsible for any property damage or injury that their pet may cause or inflict anywhere on the property. The shareholder expressly agrees to hold Le Havre harmless and indemnify Le Havre in the event there is any loss and/or damage resulting from the harboring of a dog at Le Havre.

COST AND FEES:

Shareholders who violate one or more of the dog provisions will be subject to one of the following actions: 1) legal action including forced removal of the pet; 2) termination of their proprietary lease; 3) administrative fees in the schedule listed below; 4) any and all remedies in the proprietary lease, including, but not limited to the imposition of legal fees. All fees, costs and expenses necessary to enforce this resolution will be levied against the shareholder and shall be deemed additional rent pursuant to the shareholder's proprietary lease and subject to all lien and collection powers of Le Havre Owners Corporation. The Board reserves all rights to enforce these rules under the terms and conditions of the proprietary lease and the Board's remedies shall be deemed cumulative.

Administrative Fee Schedule

1st Violation	$250
2nd Violation	$500
3 or more Violations	$1,000

(HARBORING AN UNREGISTERED DOG IS A VIOLATION OF THE LE HAVRE OWNERS CORP. DOG POLICY.)

Dear Resident/Prospective Resident:

On behalf of the Board of Directors of LeHavre Owners Corp. and the LeHavre Shareholders, we would like to clarify how the Cooperative is run.

The governing body of the Cooperative is the Board of Directors. Elections for Board Members are held once a year. Notice is given to Shareholders and an Annual Meeting is held; usually in the month of October. At that time, Shareholders vote for the Director(s) of their choice.

The Administration of LeHavre is handled by a Management Supervisor and the Management Office is located at 168-68 Ninth Avenue, Whitestone, NY. The telephone number is 767-7400.

Our Maintenance Department (located at the same address as Management) handles any maintenance that is necessary. The telephone number is 767-6200. The Maintenance Office can be reached 24 hours a day. However, between the hours of 4:00 PM and 7:00 AM the staff will respond to "emergencies" only.

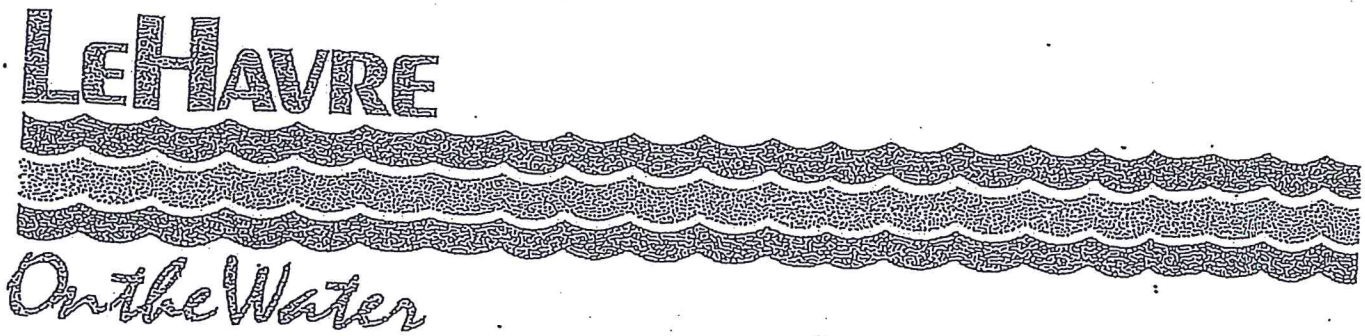
Each Shareholder is responsible for all repairs within his/her own apartment. If Maintenance is requested to do Shareholder-responsible repairs inside an apartment, the cost of the work will be added to the monthly maintenance bill. The charge for these services will be $38.10 per man-hour for repairs / $19.10 per half hour. Additionally, you will be charged for parts used to make the repair.

In emergency situations, Management and any contractors or workmen authorized by Management may enter any apartment. If necessary, shareholders must allow access to their apartments within a reasonable time period for non-emergency repairs and extenminating services.

Maintenance charges are due and payable on the first day of each month. Any shareholder whose maintenance envelope is not received by our back office Metro Management by the 12th day of the month will incur a late fee of $25.00 plus an administrative charge of $25.00 totaling $50.00. Maintenance checks cannot be accepted in the Management Office unless there is a discrepancy in the amount billed.

The attached House Rules & Regulations supersede all previous versions as well as the House Rules & Regulations of the Proprietary Lease.

Everyone's cooperation in abiding by these rules would be greatly appreciated by the community and will continue to keep LeHavre a fine place to live.

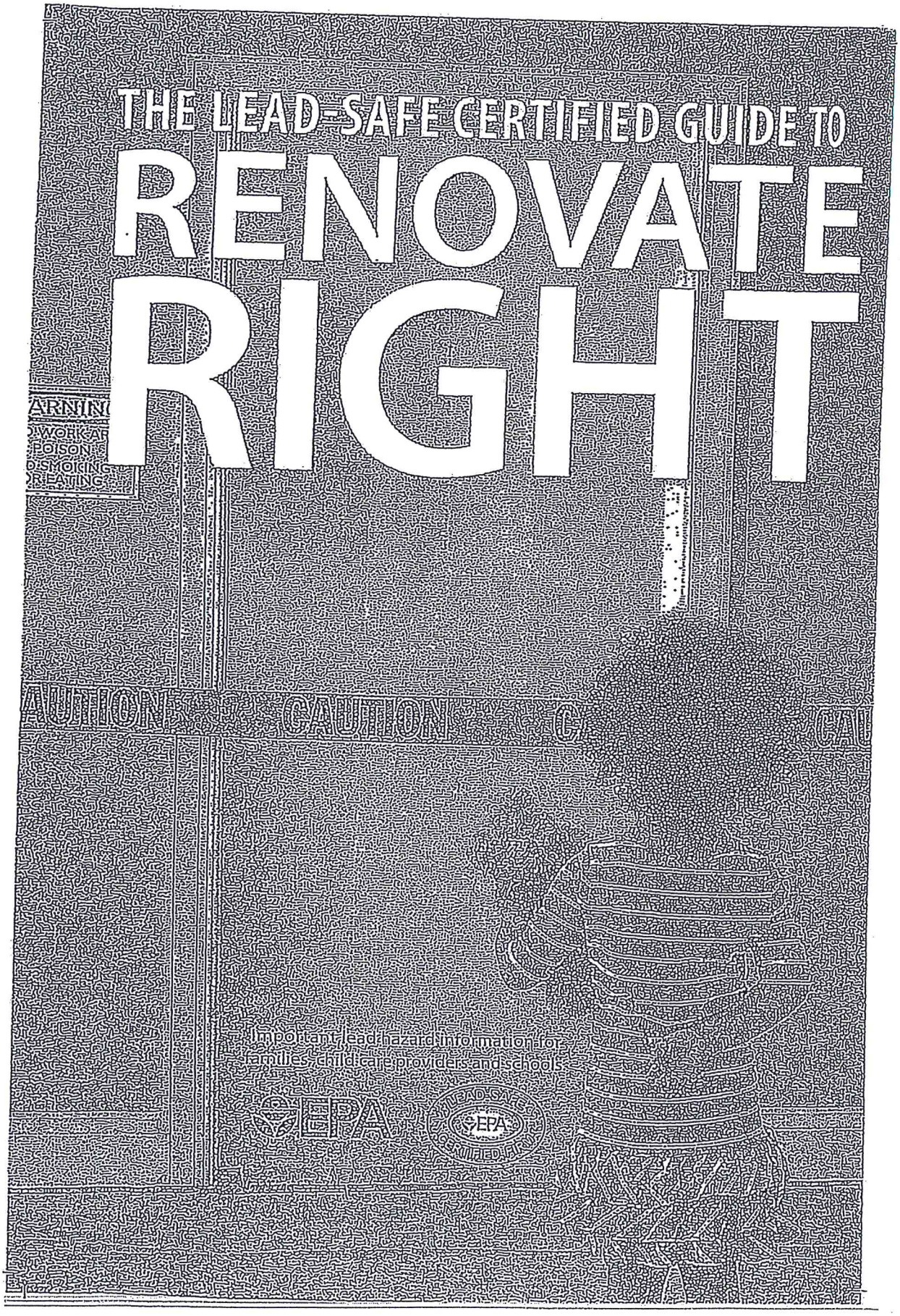


Renovations: Prior to doing any apartment alterations, the following steps must be taken:

- Pick up an Alteration Agreement from the Management Office.
- Return the completed Alteration Agreement to the Management Office with all requested documents and checks.
- Wait for approval from the superintendent.

Please note renovations commenced prior to receiving approval will incur a $150 fine.

Please see the "Renovate Right" packet on the next page for more details.


THE LEAD-SAFE CERTIFIED GUIDE TO
RENOVATE
RIGHT
Important lead hazard information for
families, child care providers and schools
EPA

IT'S THE LAW!

Federal law requires contractors that disturb painted surfaces in homes, child care facilities and schools built before 1978 to be certified and follow specific work practices to prevent lead contamination. Always ask to see your contractor's certification.

Federal law requires that individuals receive certain information before renovating more than six square feet of painted surfaces in a room for interior projects or more than twenty square feet of painted surfaces for exterior projects or window replacement or demolition in housing, child care facilities and schools built before 1978.

- Homeowners and tenants: renovators must give you this pamphlet before starting work.
- Child care facilities, including preschools and kindergarten classrooms, and the families of children under six years of age that attend those facilities: renovators must provide a copy of this pamphlet to child care facilities and general renovation information to families whose children attend those facilities.

WHO SHOULD READ THIS PAMPHLET?

This pamphlet is for you if you:

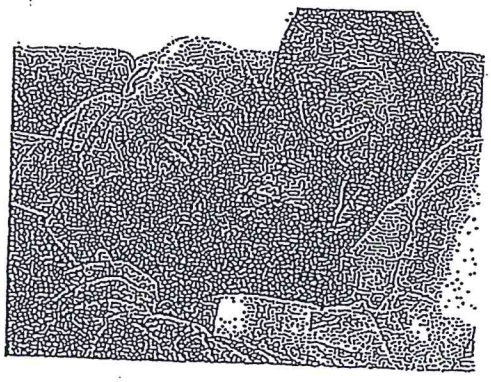
- Reside in a home built before 1978.
- Own or operate a child care facility, including preschools and kindergarten classrooms, built before 1978, or
- Have a child under six years of age who attends a child care facility built before 1978.

You will learn:

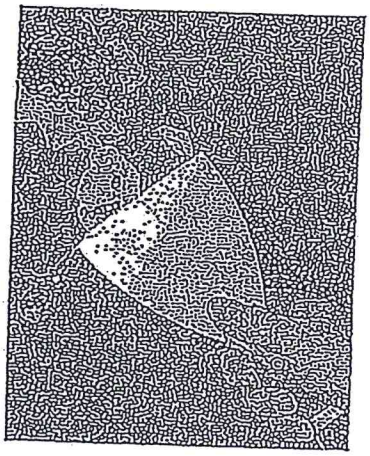
- Basic facts about lead and your health.
- How to choose a contractor, if you are a property owner.
- What tenants, and parents/guardians of a child in a child care facility or school should consider.
- How to prepare for the renovation or repair job.
- What to look for during the job and after the job is done.
- Where to get more information about lead.

This pamphlet is not for:

- Abatement projects. Abatement is a set of activities aimed specifically at eliminating lead or lead hazards. EPA has regulations for certification and training of abatement professionals. If your goal is to eliminate lead or lead hazards, contact the National Lead Information Center at 1-800-424-LEAD (5323) for more information.
- "Do-it-yourself" projects. If you plan to do renovation work yourself, this document is a good start, but you will need more information to complete the work safely. Call the National Lead Information Center at 1-800-424-LEAD (5323) and ask for more information on how to work safely in a home with lead-based paint.
- Contractor education. Contractors who want information about working safely with lead should contact the National Lead Information Center at 1-800-424-LEAD (5323) for information about courses and resources on lead-safe work practices.



RENOVATING, REPAIRING, OR PAINTING?



- Is your home, your building, or the child care facility or school your children attend being renovated, repaired, or painted?
- Was your home, your building, or the child care facility or school where your children under six years of age attend built before 1978?

If the answer to these questions is YES, there are a few important things you need to know about lead-based paint.

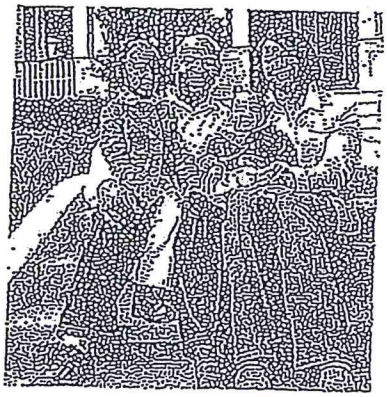
This pamphlet provides basic facts about lead and information about lead safety when work is being done in your home, your building or the child care facility or school your children attend.

The Facts About Lead

- Lead can affect children's brains and developing nervous systems, causing reduced IQ, learning disabilities, and behavioral problems. Lead is also harmful to adults.
- Lead in dust is the most common way people are exposed to lead. People can also get lead in their bodies from lead in soil or paint chips. Lead dust is often invisible.
- Lead-based paint was used in more than 38 million homes until it was banned for residential use in 1978.
- Projects that disturb painted surfaces can create dust and endanger you and your family. Don't let this happen to you. Follow the practices described in this pamphlet to protect you and your family.

LEAD AND YOUR HEALTH

Lead is especially dangerous to children under six years of age.



Lead can affect children's brains and developing nervous systems, causing:

- Reduced IQ and learning disabilities.
- Behavior problems.

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

Lead is also harmful to adults. In adults, low levels of lead can pose many dangers, including:

- High blood pressure and hypertension.
- Pregnant women exposed to lead can transfer lead to their fetuses. Lead gets into the body when it is swallowed or inhaled.
- People, especially children, can swallow lead dust as they eat, play, and do other normal hand-to-mouth activities.
- People may also breathe in lead dust or fumes if they disturb lead-based paint. People who sand, scrape, burn, brush, blast or otherwise disturb lead-based paint risk unsafe exposure to lead.

What should I do if I am concerned about my family's exposure to lead?

- A blood test is the only way to find out if you or a family member already has lead poisoning. Call your doctor or local health department to arrange for a blood test.
- Call your local health department for advice on reducing and eliminating exposures to lead inside and outside your home, child care facility or school.
- Always use lead-safe work practices when renovation or repair will disturb painted surfaces.

For more information about the health effects of exposure to lead, visit the EPA lead website at epa.gov/lead/pubs/leadinfo or call 1-800-424-LEAD (5323).

There are other things you can do to protect your family every day.

- Regularly clean floors, window sills, and other surfaces.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat a healthy, nutritious diet consistent with the USDA's dietary guidelines, that helps protect children from the effects of lead.
- Wipe off shoes before entering the house.

WHERE DOES THE LEAD COME FROM?

Dust is the main problem.

The most common way to get lead in the body is from dust. Lead dust comes from deteriorating lead-based paint and lead-contaminated soil that gets tracked into your home. This dust may accumulate to unsafe levels. Then, normal hand to-mouth activities, like playing and eating (especially in young children), move that dust from surfaces like floors and window sills into the body.

Home renovation creates dust.

Common renovation activities like sanding, cutting, and demolition can create hazardous lead dust and chips.

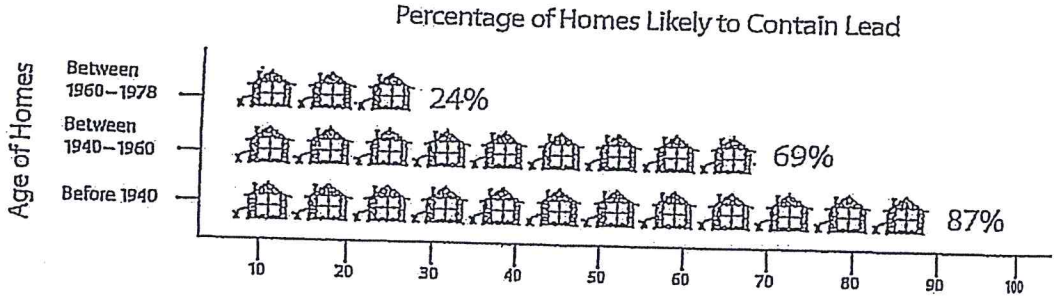
Proper work practices protect you from the dust.

The key to protecting yourself and your family during a renovation, repair or painting job is to use lead-safe work practices such as containing dust inside the work area, using dust-minimizing work methods, and conducting a careful cleanup, as described in this pamphlet.

Other sources of lead.

Remember, lead can also come from outside soil, your water, or household items (such as lead-glazed pottery and lead crystal). Contact the National Lead Information Center at 1-800-424-LEAD (5323) for more information on these sources.

CHECKING YOUR HOME FOR LEAD-BASED PAINT



Older homes, child care facilities, and schools are more likely to contain lead-based paint.

Homes may be single-family homes or apartments. They may be private, government-assisted, or public housing. Schools are preschools and kindergarten classrooms. They may be urban, suburban, or rural.

You have the following options:

You may decide to assume your home, child care facility, or school contains lead. Especially in older homes and buildings, you may simply want to assume lead-based paint is present and follow the lead-safe work practices described in this brochure during the renovation, repair, or painting job.

You can hire a certified professional to check for lead-based paint. These professionals are certified risk assessors or inspectors, and can determine if your home has lead or lead hazards.

- A certified inspector or risk assessor can conduct an inspection telling you whether your home, or a portion of your home, has lead-based paint and where it is located. This will tell you the areas in your home where lead-safe work practices are needed.
- A certified risk assessor can conduct a risk assessment telling you if your home currently has any lead hazards from lead in paint, dust, or soil. The risk assessor can also tell you what actions to take to address any hazards.
- For help finding a certified risk assessor or inspector, call the National Lead Information Center at 1-800-424-LEAD (5323).

You may also have a certified renovator test the surfaces or components being disturbed for lead by using a lead test kit or by taking paint chip samples and sending them to an EPA-recognized testing laboratory. Test kits must be EPA-recognized and are available at hardware stores. They include detailed instructions for their use.

FOR PROPERTY OWNERS

You have the ultimate responsibility for the safety of your family, tenants, or children in your care.

This means properly preparing for the renovation and keeping persons out of the work area (see p. 8). It also means ensuring the contractor uses lead-safe work practices.

Federal law requires that contractors performing renovation, repair and painting projects that disturb painted surfaces in homes, child care facilities, and schools built before 1978 be certified and follow specific work practices to prevent lead contamination.

Make sure your contractor is certified, and can explain clearly the details of the job and how the contractor will minimize lead hazards during the work.

- You can verify that a contractor is certified by checking EPA's website at epa.gov/getleadsafe or by calling the National Lead Information Center at 1-800-424-LEAD (5323). You can also ask to see a copy of the contractor's firm certification.
- Ask if the contractor is trained to perform lead-safe work practices and to see a copy of their training certificate.
- Ask them what lead-safe methods they will use to set up and perform the job in your home, child care facility or school.
- Ask for references from at least three recent jobs involving homes built before 1978, and speak to each personally.

Always make sure the contract is clear about how the work will be set up, performed, and cleaned.

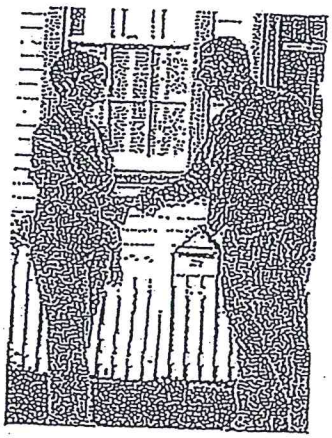
- Share the results of any previous lead tests with the contractor.
- You should specify in the contract that they follow the work practices described on pages 9 and 10 of this brochure.
- The contract should specify which parts of your home are part of the work area and specify which lead-safe work practices will be used in those areas. Remember, your contractor should confine dust and debris to the work area and should minimize spreading that dust to other areas of the home.
- The contract should also specify that the contractor will clean the work area, verify that it was cleaned adequately, and re-clean it if necessary.

If you think a worker is not doing what he is supposed to do or is doing something that is unsafe, you should:

- Direct the contractor to comply with regulatory and contract requirements,
- Call your local health or building department, or
- Call EPA's hotline 1-800-424-LEAD (5323).

If your property receives housing assistance from HUD (or a state or local agency that uses HUD funds), you must follow the requirements of HUD's Lead-Safe Housing Rule and the ones described in this pamphlet.

FOR TENANTS AND FAMILIES OF CHILDREN UNDER SIX YEARS OF AGE IN CHILD CARE FACILITIES AND SCHOOLS



You play an important role ensuring the ultimate safety of your family.

This means properly preparing for the renovation and staying out of the work area (see p. 8).

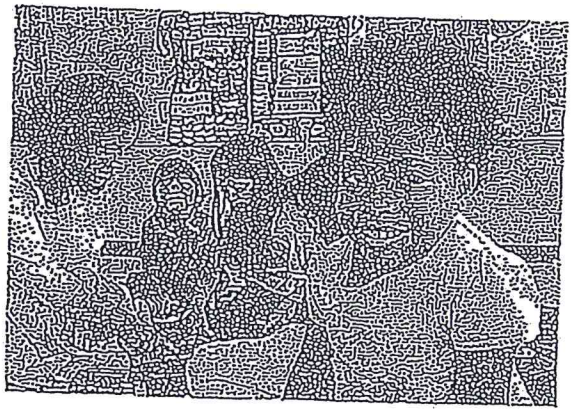
Federal law requires that contractors performing renovation, repair and painting projects that disturb painted surfaces in homes built before 1978 and in child care facilities and schools built before 1978, that a child under six years of age visits regularly, to be certified and follow specific work practices to prevent lead contamination.

The law requires anyone hired to renovate, repair, or do painting preparation work on a property built before 1978 to follow the steps described on pages 9 and 10 unless the area where the work will be done contains no lead-based paint.

If you think a worker is not doing what he is supposed to do or is doing something that is unsafe, you should:

- Contact your landlord.
- Call your local health or building department, or
- Call EPA's hotline 1-800-424-LEAD (5323).

If you are concerned about lead hazards left behind after the job is over, you can check the work yourself (see page 10).



PREPARING FOR A RENOVATION

The work areas should not be accessible to occupants while the work occurs.

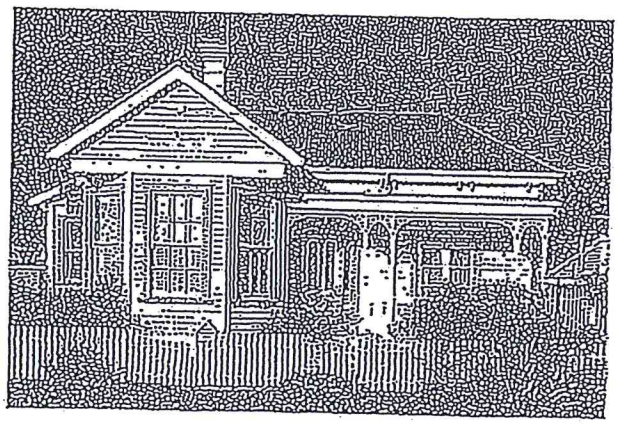
The rooms or areas where work is being done may need to be blocked off or sealed with plastic sheeting to contain any dust that is generated. Therefore, the contained area may not be available to you until the work in that room or area is complete, cleaned thoroughly, and the containment has been removed. Because you may not have access to some areas during the renovation, you should plan accordingly.

You may need:

- Alternative bedroom, bathroom, and kitchen arrangements if work is occurring in those areas of your home.
- A safe place for pets because they too can be poisoned by lead and can track lead dust into other areas of the home.
- A separate pathway for the contractor from the work area to the outside in order to bring materials in and out of the home. Ideally, it should not be through the same entrance that your family uses.
- A place to store your furniture. All furniture and belongings may have to be moved from the work area while the work is being done. Items that can't be moved, such as cabinets, should be wrapped in plastic.
- To turn off forced-air heating and air conditioning systems while the work is being done. This prevents dust from spreading through vents from the work area to the rest of your home. Consider how this may affect your living arrangements.

You may even want to move out of your home temporarily while all or part of the work is being done.

Child care facilities and schools may want to consider alternative accommodations for children and access to necessary facilities.



DURING THE WORK

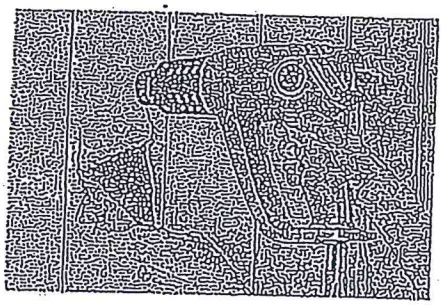
Federal law requires contractors that are hired to perform renovation, repair and painting projects in homes, child care facilities, and schools built before 1978 that disturb painted surfaces to be certified and follow specific work practices to prevent lead contamination.

The work practices the contractor must follow include these three simple procedures, described below:

1. Contain the work area. The area must be contained so that dust and debris do not escape from that area. Warning signs must be put up and plastic or other impermeable material and tape must be used as appropriate to:
   - Cover the floors and any furniture that cannot be moved.
   - Seal off doors and heating and cooling system vents.
   - For exterior renovations, cover the ground and, in some instances, erect vertical containment or equivalent extra precautions in containing the work area.

These work practices will help prevent dust or debris from getting outside the work area.

2. 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.



There work places will eliminate dust, but some renovation methods make less dust than others. Contractors may choose to use various methods to minimize dust generation, including using water to mist areas before sanding or scraping; scoring paint before separating components; and prying and pulling apart components instead of breaking them.

3. Clean up thoroughly. The work area should be cleaned up daily to keep it as clean as possible. When all the work is done, the area must be cleaned up using special cleaning methods before taking down any plastic that isolates the work area from the rest of the home. The special cleaning methods should include:
   - Using a HEPA vacuum to clean up dust and debris on all surfaces, followed by
   - Wet wiping and wet mopping with plenty of rinse water.

When the final cleaning is done, look around. There should be no dust, paint chips, or debris in the work area. If you see any dust, paint chips, or debris, the area must be re-cleaned.

FOR PROPERTY OWNERS: AFTER THE WORK IS DONE

When all the work is finished, you will want to know if your home, child care facility, or school where children under six attend has been cleaned up properly.

EPA Requires Cleaning Verification.

In addition to using allowable work practices and working in a lead-safe manner, EPA's RRP rule requires contractors to follow a specific cleaning protocol. The protocol requires the contractor to use disposable cleaning cloths to wipe the floor and other surfaces of the work area and compare these cloths to an EPA-provided cleaning verification card to determine if the work area was adequately cleaned. EPA research has shown that following the use of lead-safe work practices with the cleaning verification protocol will effectively reduce lead-dust hazards.

Lead-Dust Testing.

EPA believes that if you use a certified and trained renovation contractor who follows the LRRP rule by using lead-safe work practices and the cleaning protocol after the job is finished, lead-dust hazards will be effectively reduced. If, however, you are interested in having lead-dust testing done at the completion of your job, outlined below is some helpful information.

What is a lead-dust test?

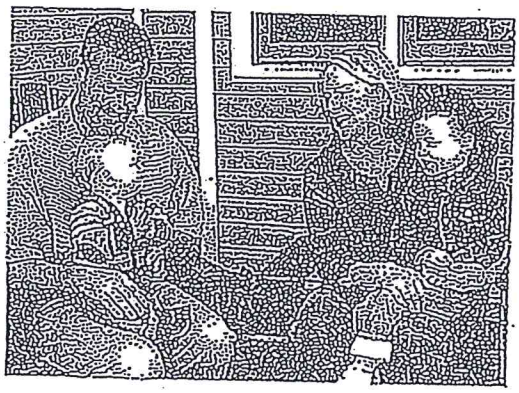
- Lead-dust tests are wipe samples sent to a laboratory for analysis. You will get a report specifying the levels of lead found after your specific job.

How and when should I ask my contractor about lead-dust testing?

- Contractors are not required by EPA to conduct lead-dust testing. However, if you want testing, EPA recommends testing be conducted by a lead professional. To locate a lead professional who will perform an evaluation near you, visit EPA's website at epa.gov/lead/pubs/locate or contact the National Lead Information Center at 1-800-424-LEAD (5323).

- If you decide that you want lead-dust testing, it is a good idea to specify in your contract, before the start of the job, that a lead-dust test is to be done for your job and who will do the testing, as well as whether re-cleaning will be required based on the results of the test.

- You may do the testing yourself. If you choose to do the testing, some EPA-recognized lead laboratories will send you a kit that allows you to collect samples and send them back to the laboratory for analysis. Contact the National Lead Information Center for lists of EPA-recognized testing laboratories.

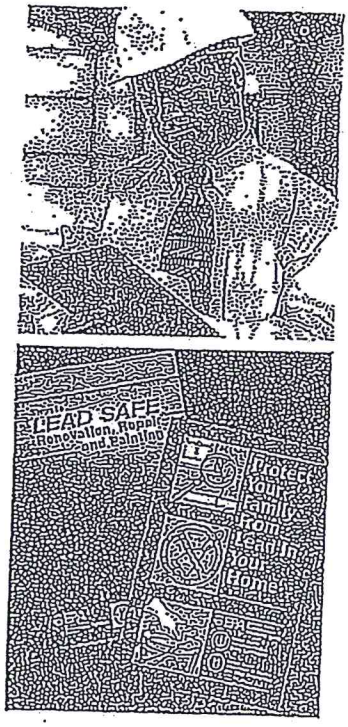


FOR ADDITIONAL INFORMATION

You may need additional information on how to protect yourself and your children while a job is going on in your home, your building, or child care facility.

The National Lead Information Center at 1-800-424-LEAD (5323) or epa.gov/lead/nlic can tell you how to contact your state, local, and/or tribal programs or get general information about lead poisoning prevention.

- State and tribal lead poisoning prevention or environmental protection programs can provide information about lead regulations and potential sources of financial aid for reducing lead hazards. If your state or local government has requirements more stringent than those described in this pamphlet, you must follow those requirements.
- Local building code officials can tell you the regulations that apply to the renovation work that you are planning.
- State, county, and local health departments can provide information about local programs, including assistance for lead-poisoned children and advice on ways to get your home checked for lead.



The National Lead Information Center can also provide a variety of resource materials, including the following guides to lead-safe work practices. Many of these materials are also available at epa.gov/lead/pubs/brochure.

- Steps to Lead Safe Renovation, Repair and Painting.
- Protect Your Family from Lead in Your Home
- Lead in Your Home: A Parent's Reference Guide

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 CONTACTS

EPA Regional Offices

EPA addresses residential lead hazards through several different regulations. EPA requires training and certification for conducting abatement and renovations, education about hazards associated with renovations, disclosure about known lead paint and lead hazards in housing, and sets lead-paint hazard standards.

Your Regional EPA Office can provide further information regarding lead safety and lead protection programs at epa.gov/lead.

Region 1
(Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
Suite 1100
One Congress Street
Boston, MA 02114-2023
(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, Washington, DC, West Virginia)
Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA
19103-2029
(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 30303-8960
(404) 562-9900

Region 5
(Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5
77 West Jackson Boulevard
Chicago, IL 60604-3507
(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
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7003

Region 8
(Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop Street
Denver, CO 80202
(303) 312-6312

Region 9
(Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-8021

Region 10
(Alaska, Idaho, Oregon, Washington)
Regional Lead Contact
U.S. EPA Region 10
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1200

OTHER FEDERAL AGENCIES

CPSC

The Consumer Product Safety Commission (CPSC) protects the public from the unreasonable risk of injury or death from 15,000 types of consumer products under the agency's jurisdiction. CPSC warns the public and private sectors to reduce exposure to lead and increase consumer awareness. Contact CPSC for further information regarding regulations and consumer product safety.

CPSC
4330 East West Highway
Bethesda, MD 20814
Hotline 1-(800) 638-2772
cpsc.gov

CDC Childhood Lead Poisoning Prevention Branch

The Centers for Disease Control and Prevention (CDC) assists state and local childhood lead poisoning prevention programs to provide a scientific basis for policy decisions, and to ensure that health issues are addressed in decisions about housing and the environment. Contact CDC Childhood Lead Poisoning Prevention Program for additional materials and links on the topic of lead.

CDC Childhood Lead Poisoning
Prevention Branch
4770 Buford Highway, MS F-40
Atlanta, GA 30341
(770) 488-3300
cdc.gov/nceh/lead

HUD Office of Healthy Homes and Lead Hazard Control

The Department of Housing and Urban Development (HUD) provides funds to state and local governments to develop cost-effective ways to reduce lead-based paint hazards in America's privately-owned low-income housing. In addition, the office enforces the rule on disclosure of known lead paint and lead hazards in housing, and HUD's lead safety regulations in HUD-assisted housing, provides public outreach and technical assistance, and conducts technical studies to help protect children and their families from health and safety hazards in the home. Contact the HUD Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control research and outreach grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and
Lead Hazard Control
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
HUD's Lead Regulations Hotline
(202) 402-7698
hud.gov/offices/lead/

SAMPLE PRE-RENOVATION FORM

This sample form may be used by renovation firms to document compliance with the Federal pre-renovation education and renovation, repair, and painting regulations.

Occupant Confirmation

Pamphlet Receipt

☐ I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

_____

Printed Name of Owner-occupant

_____ _____

Signature of Owner-occupant Signature Date

Renovator's Self Certification Option (for tenant-occupied dwellings only)

Instructions to Renovator: If the lead hazard information pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

☐ Declined – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.

☐ Unavailable for signature – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by (fill in how pamphlet was left).

_____ _____

Printed Name of Person Certifying Delivery Attempted Delivery Date

_____

Signature of Person Certifying Lead Pamphlet Delivery

_____

_____

_____

Unit Address

Note Regarding Mailing Option — As an alternative to delivery in person, you may mail the lead hazard information pamphlet to the owner and/or tenant. Pamphlet must be mailed at least seven days before renovation. Mailing must be documented by a certificate of mailing from the post office.

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

Seller's Disclosure

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

(i)___ Knows lead-based paint and/or lead-based paint hazards are present in the Unit and/or common areas (explain).

(ii)___ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the Unit and/or common areas. Seller hereby indemnifies the Corporation from liability arising from the Seller's failure to make proper lead-based paint disclosure.

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

(i)___ Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Unit and/or common areas (list documents below).

(ii)___ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint heard in the Unit and/or common areas.

Purchaser 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 other 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 Acknowledgement (Initial)

(f)___ Agent has informed the Seller of the Seller's obligation under 42 U.S.C 4852d and is aware of Agent's independent responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Seller	Date	Purchaser	Date
Seller	Date	Purchaser	Date
Seller	Date	Purchaser	Date

" Lead-based paint" and "lead-based paint hazards" are defined under the regulations promulgated by the U.S. Environmental Protection Agency and the U.S. Department of Housing and Urban Development

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

You are required by law to inform the owner if a child under six years of age resides or will reside in the dwelling unit (apartment) for which you are signing this lease/commencing occupancy. If such a child resides or will reside win the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. IT IS IMPORTANT THAT YOU RETUNR THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD.

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

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

CHECK ONE:

( ) A child under six years of age resides in the unit.

( ) A child under six years of age does not reside in the unit.

_____ (Prospective Purchaser)

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

_____

Certification by owner: I certify that I have complied with the provisions of 27-2056.6 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder relating to duties to be performed in vacant units and that I have provided a copy of the New York City Department of Health pamphlet concerning lead-based pain hazards to the occupant.

_____ (Prospective Purchaser)

RETURN THIS FORM TO: _____

_____

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

LEAD-BASED PAINT AFFIDAVIT

Property Address: _____ Apt.:_____

I/We, the purchaser(s) / tenant(s) of the above referenced apartment, have received a copy of the "Renovate Right" pamphlet which contains important lead hazard information in compliance with the HUD and EPA's requirements which take effect on April 22, 2010.

_____
Prospective Purchaser Signature

_____
Prospective Purchaser Signature

Sworn to before me this _____ day of _____, 20____.

_____
Notary Public

FOR NEW SHAREHOLDERS:

THE STAR/ENHANCED STAR APPLICATIONS ARE AVAILABLE ON THE STATE WEBSITE WWW.NY.GOV OR BY SPEAKING WITH A REPRESENTATIVE AT (518) 457-2036

NO FORM IS REQUIRED FOR CO-OP TAX ABATEMENTS.

THE FORMS LISTED BELOW ARE AVAILABLE UPON REQUEST FROM THE MANAGEMENT OFFICE AND ONLINE

- SENIOR CITIZEN HOMEOWNERS
- DISABLED HOMEOWNERS
- VETERENS EXEMPTION
- CLERGY

LE HAVRE

On the Water

TO: ALL RESIDENTS

FROM: MANAGEMENT

RE: **NYC LAW / SMOKING POLICY**

DATE: AUGUST 24, 2018

New Citywide Smoking Policy for Residential Buildings / New York City requires adoption of a Smoking Policy:

In accordance with the new City ordinance, Local Law 147, all residential buildings must have adopted a "Written Smoking Policy" by August 28, 2018.

This new law applies to all residential buildings with three or more units in New York City to include rentals, co-ops and condos.

We ask for your full compliance with the attached Policy.

Thank you.

LE HAVRE OWNERS CORP

SMOKING POLICY ACKNOWLEDGEMENT FORM

The following constitutes the Corporation's smoking policy.

a) In clarification of paragraph 18 (b) of the Lessor's form of proprietary lease, the reference to unreasonable odors shall include, but not be limited to, cigarette, cigar, marijuana, incense odors, waterpipes (including hookah), e-cigarettes and/or the secondhand smoke they produce. In further clarification of paragraph 18 (b), such odors and/or the secondhand smoke shall constitute an unreasonable interference with the rights of, and annoyance of other lessees.

b) In accordance with local law 17-506.1 of the New York City Administrative Code, the following smoking policy has been adopted by the Lessor. All shareholders, tenants and guests must abide by this smoking policy, or the Board will take such action as it may deem necessary. The policy is as follows

Smoking is permitted within the apartments. Shareholders and tenants are responsible to take measures to ensure that smoke or any odor of smoke does not infiltrate neighboring apartments or any of the Corporation's indoor and outdoor common areas, including but not limited to the hallways, elevators, stairwells, laundry rooms, lobbies or in the portico areas under the building.

Smoking is not permitted in any common area of the Le Havre property, interior or exterior:

No smoking is allowed within the confines of the pools which include the pool decks, grassy area by Pool #2 or in the bathroom of Pool #1.

No Smoking is allowed any place in the clubhouse.

No Smoking is allowed in the Maintenance Office.

No smoking is allowed in the Management Office.

Distributed: 8/24/2018