

# **METRO MANAGEMENT**

**DEVELOPMENT, INC.**

■ CO-OPS ■ CONDOMINIUMS ■ MITCHELL-LAMA

1981 Marcus Avenue • Suite C-131 • Lake Success, NY 11042 • 718-706-7755 • Fax: 718-706-7760

Attention: Renee Colon – (direct #) 718-593-8922

## **Requirements for the sale of Cooperative Apartment Berkowners, Inc, Jackson Heights, NY 11372**

### **One (1) set of the following:**

1. Purchase application (typed-enclosed).
2. Copy of fully signed executed Contract of Sale.
3. Financial Statement enclosed (typed).
4. Completed and Signed Credit Release Authorization form and Tenant Data Verification (credit check form).
5. Notice of Disclosure Form (attached).
6. Four (4) Personal Letters of Reference.
7. Two (2) Business Letters of Reference.
8. Reference Letter from present landlord or managing agent stating payment history.
9. Signed Copies of Federal, State, and City Income Tax returns with W-2 and/or 1099 forms for the last two (2) years.
10. Letter from the bank(s) stating types of accounts, amounts on deposit (in dollars) and age of account(s).
11. Employer letter stating salary, income, job function, and length of employment.
12. Verification of all assets.
13. Applicants Release Form.
14. House Rules and Pet Rider (attached).
15. Pet Documentation Form (attached)
16. Window Guard Form (attached).
17. Lead Based Paint Disclosure Forms (attached):  
The Disclosure documents must be completed in their entirety and submitted for review with the Board Package. **The Board Package will not be sent to the Board of Directors for review unless the Lead Based Paint Disclosure documents are included. NO EXCEPTIONS will be made.** Enclosed is a summary of the Lead Based Paint Disclosure Information.
18. Smoke Detector and Combination Carbon Monoxide-Smoke Detector Form (attached)
19. Social security cards (copies).

### **IF FINANCING – 30% Maximum**

20. Signed Copy of Loan Application
21. Signed Copy of Commitment Letter
22. Three Original Recognition Agreements-signed by the purchaser(s) and lender must be AZTEC forms ONLY
23. The Shareholder shall supply and maintain Coop Apartment and Owners Liability Insurance in the amount of \$500,000. A Certificate of Insurance must be provided at closing

**Purchaser(s)**

1. **Credit Report Fee** - \$100 per person. Payable to: Berkowners Inc. (Non-Refundable) Bank check or Money Order-Must be submitted with Resale Package
2. **Application Processing Fee** - \$400 payable to: Metro Management –Bank check or Money Order- Must be submitted with Resale Package
3. **Move In/Out Fee/Deposit** -of \$750. Please send two separate checks one for \$200(move in/out fee) and \$550 refundable as long as no damage. Both checks are payable to: Berkowners Inc.

The time frame for processing applications is approximately (30) days from the date the Board receives a completed application from Metro Management.

The closings are held at:

Novitt, Sahr & Snow LLP  
118-35 Queens Boulevard  
Suite 1515  
Forest Hills, NY 11372  
(Office) 718-544-8665  
Contact person: Randee Feldman, Paralegal  
(Randee412@aol.com)

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## **AUTHORIZATION TO OBTAIN CREDIT REPORT**

"I HEREBY AUTHORIZE TENANT DATA VERIFICATION CO., INC. TO CONDUCT INQUIRIES CONCERNING ALL INFORMATION ON MY APPLICATION INCLUDING MY EMPLOYMENT, INCOME, RESIDENCE, BANKING INFORMATION AND BALANCES, AND A CONSUMER CREDIT REPORT. I UNDERSTAND THAT A FULL DISCLOSURE OF PERTINENT FACTS MAY BE MADE TO THE LANDLORD AND ANY MISREPRESENTATION BY ME MAY BE CAUSE FOR REJECTION BY THE DEVELOPMENT."

**APPLICANT # 1:**

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

Social Security #: \_\_\_\_\_

Current Address \_\_\_\_\_

City & State \_\_\_\_\_

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

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

**APPLICANT # 2:**

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

Social Security #: \_\_\_\_\_

Current Address \_\_\_\_\_

City & State \_\_\_\_\_

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

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

# LANDLORD GUARD INC.

PO BOX 3093 Windermere, FL 34786 TEL: 212-695-6505 FAX: 212-695-5369 email:inf@landlordguard.com

**Berkowners Coop  
c/o Metro Management**

NY All levels Criminal Background Search

Sex Offender Search -National

APPLICANT INFORMATION					
First Name	Middle	Last Name	Jr. Sr.	Sex M F	
Social Security #	Date Of Birth	Day Phone	Evening Phone		
CURRENT RESIDENCY					
Address	Apt.	City	State	Zip	
PRIOR RESIDENCY					
Address	Apt.	City	State	Zip	

**AUTHORIZATION TO RELEASE INFORMATION** I the Applicant, give full authorization for an investigative report whereby third parties may be contacted to report on my character, general reputation, personal characteristics, and mode of living, including salary-income, consumer credit, court and criminal history, and banking financial practices. I have the right to make a written request for disclosure of the nature, result and scope of this investigation. I may not, however, receive or view my consumer credit file. I agree to hold Landlord Guard, Inc. harmless for any claims that may arise as a result of this investigation. I further authorize Banks, Financial Institutions, Landlords, Civil and Criminal Courts, Motor Vehicle Bureaus, Business Associates, Credit Bureaus, Attorneys, Accountants, and other persons or institutions with whom I am acquainted to furnish any and all information regarding me. This authorization also applies to any update reports which may be ordered as needed. I am willing that a photocopy or fax of this authorization be accepted with the same authority as this original.

\_\_\_\_\_ MY PRINTED NAME

\_\_\_\_\_ MY SIGNATURE

\_\_\_\_\_ DATE

## PURCHASE APPLICATION

**Selior's Information:**

Name:

Address:

Home Phone No.:

Business/Cell Phone No.:

**Purchaser's Information:**

Purchaser's Information	Applicant	Co-Applicant
Name		
Address		
Home Phone No.		
Cell Phone No.		
Prior Residence (if current residence less than 3 years)		
Social Security Number		
Citizenship		
Occupation		
Employer Name:		
Employer's Address		
Employer's Phone No.		
Nature of Business		
Period of Employment		
Position held		

Purchaser's Information	Applicant	Co-Applicant
Prior Employer (if current employer less than 3 years)		
Educational & Professional Background		
Total Gross Income		
Actual Income Last Year		
Estimated Current Year Income		

### GENERAL INFORMATION

1. Directorships and/or other positions held:
  
2. Names of all clubs and society memberships, fraternities and honor societies to which applicant(s) belong:
  
3. Schools and colleges attended by husband, wife, partner, and/or children :
  
4. Sports, hobbies and other interest/activities:
  
5. Names of all residents in the building known by the applicant(s):
  
6. Does the applicant(s) wish to maintain any pets; and, if so, please specify:

PLEASE ANSWER YES OR NO		Applicant	Co-Applicant
7	Have you any outstanding judgments in the last 7 years or been declared bankrupt?		
8	Have you had property foreclosed upon or given title or deed in lieu thereof?		
9	Are you a co-maker or endorser on a note?		
10	Have you ever been charged or convicted of any crime (other than a traffic offense)?		
11	Are you obligated to pay alimony, child support or separate maintenance?		
12	Will any part of your cash payment be borrowed?		
13	Do you or any member of your family have diplomatic status?		

**NOTE: IF A "YES" ANSWER IS GIVEN IN RESPONSE TO A QUESTION ABOVE, PLEASE EXPLAIN FURTHER ON A SEPARATE PAPER.**

**SPECIAL REMARKS:** (Please provide any additional information which may be pertinent or helpful below)

<b>PERSONAL REFERENCES</b>				
1	Name:	Applicant	Co-Applicant	
	Address:			
	Telephone Number:			
2	Name:	Applicant	Co-Applicant	
	Address:			
	Telephone Number:			
3	Name:	Applicant	Co-Applicant	
	Address:			
	Telephone Number:			

<b>BUSINESS REFERENCES</b>				
1	Name:	Applicant	Co-Applicant	
	Address:			
	Telephone Number:			
2	Name:	Applicant	Co-Applicant	
	Address:			
	Telephone Number:			
3	Name:	Applicant	Co-Applicant	
	Address:			
	Telephone Number:			



### FINANCIAL STATEMENTS

Balance Sheet as of the last day of month immediately preceding date of application as of:

ASSETS	NOTE REF	\$ AMOUNT
Cash		
Checking Accounts	G	
Savings Account	G	
Down Payment Money		
Marketable Securities	H	
Life Insurance Net Cash Value		
Non-Marketable securities	H	
Real Estate Owned	E	
Vested Interest in Retirement Fund	D	
Net worth of Business Owned	D	
Automobiles/Pleasure Craft owned	C	
Furniture & Personal Property		
Notes Receivable		
Other Assets - IRSs	D	
<b>TOTAL ASSETS</b>		
<b>LIABILITIES</b>		
Installment Debt Payable	A	
Other Unsecured Loans	A	
Real Estate Loans	E	
Automobiles/Pleasure Craft Loans	C	
Other Secured Loans	B	
Other Liabilities	B	
<b>TOTAL LIABILITIES</b>		
<b>NET WORTH</b>		
Assets - Liabilities		

Note: The notes on the following pages are part of the BALANCE SHEET and should be completed.

PLEASE NOTE: PLEASE SIGN HERE AND SIGN ON LAST PAGE

DATE:

SIGNATURE OF \_\_\_\_\_  
APPLICANT

&

\_\_\_\_\_ CO-APPLICANT

## FINANCING AND OTHER INFORMATION

<b>COST OF APARTMENT::</b>	
Purchase of shares	
Closing costs	
Planned renovation costs	
Other:	
<b>TOTAL COSTS:</b>	
<b>SOURCE OF FUNDS:</b>	
Mortgage	
Cash on hand	
Sale of Real Estate	
Sale of securities	
Other:	
<b>TOTAL SOURCE OF FUNDS:</b>	

1. Name(s) cooperative stock would be in:
2. Will this apartment be the primary residence of the stockholder(s)?
3. Please provide the names and ages of proposed occupants of the apartment including children, if any:
4. Purchase price of stock: \$
5. Amount to be financed: \$
6. Financing terms:
  - Interest Rate:            %
  - Payment Period:        Years

Monthly Payment Amt

**FINANCING AND OTHER INFORMATION (Cont'd)**

**7. Buyer's and Seller's Representatives:**

	NAME	ADDRESS	PHONE NUMBERS
LENDER			Office:
			Cell:
			Other:
SELLER			Office:
			Cell:
			Other:
BUYER'S BROKER			Office:
			Cell:
			Other:
SELLER'S BROKER			Office:
			Cell:
			Other:
APPLICANT'S ATTORNEY			Office:
			Cell:
			Other:
SELLER'S ATTORNEY			Office:
			Cell:
			Other:

8. Closing: Date, Time & Place  
 9. Date of Possession:

**NOTE: A COPY OF THE CONTRACT OF SALE AND MORTGAGE APPLICATION, IF ANY, MUST BE ATTACHED TO THIS APPLICATION.**

**LANDLORD OR PRIOR RESIDENCE INFORMATION**

	NAME	ADDRESS	LENGTH OF OCCUPANCY
PRESENT LANDLORD			
PRIOR LANDLORD			
PRIOR RESIDENCE			

## SUMMARY OF INCOME AND EXPENSES

LAST YEAR'S INCOME (20\_\_)

	APPLICANT	CO-APPLICANT
--	-----------	--------------

SALARY
BONUS
SELF-EMPLOYED
INTEREST
DIVIDENDS
RENTS
ALIMONY/CHILD SUPPORT
SALE OF CAPITAL ASSETS
OTHER:
TOTAL

### ESTIMATED

THIS YEAR'S INCOME (20\_\_)

	APPLICANT	CO-APPLICANT
SALARY		
BONUS		
SELF-EMPLOYED		
INTEREST		
DIVIDENDS		
RENTS		
ALIMONY/CHILD SUPPORT		
SALE OF CAPITAL ASSETS		
OTHER:		
INCOME TAXES		
MORTGAGE PAYMENTS (*)		
REAL ESTATE TAXES (*)		
MAINTENANCE PAYMENTS (*)		
OTHER DEBT PAYMENTS (*)		
TUITION PAYMENTS		
ALIMONY/CHILD SUPPORT		
INSURANCE PREMIUMS		
ALL OTHER		
TOTAL		

(\*) INCLUDING THE INCREMENTAL ANNUAL MORTGAGE AND MAINTENANCE PAYMENTS FOR THE PROPOSED PURCHASE OF APARTMENT

**1. ARE YOU A DEFENDANT IN ANY LEGAL ACTION?**

**2. ARE THERE ANY UNSATISFIED JUDGMENTS?**

**3. HAVE YOU EVER BEEN IN BANKRUPTCY?**

**IF YES, EXPLAIN**

**4. PURPOSE OF THE LOAN?**

**DATED AS OF:**

**SIGNATURE OF APPLICANT:** \_\_\_\_\_

**SIGNATURE OF CO-APPLICANT:**

**NOTES TO FINANCIAL STATEMENTS**

**A. INSTALLMENT DEBT AND OTHER UNSECURED LOANS (INCLUDING CHARGE ACCOUNTS)**

CREDITOR'S NAME AND ADDRESS	ACCOUNT NO.	MONTHLY PAYMENT AMOUNT	MONTHS REMAINING	UNPAID BALANCE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

**B. OTHER LIABILITIES (INCLUDING OTHER SECURED LOANS AND AS ENDORSER OR CO-MAKER ON NOTES)**

BRIEF DESCRIPTION OF LIABILITY	NATURE OF SECURITY	PAYMENT TERMS	UNPAID BALANCE
1			
2			
3			
4			
5			

**NOTES TO FINANCIAL STATEMENTS CONTINUED**

**C. AUTOMOBILE/PLEASURE CRAFT OWNED**

TYPE OF VEHICLE/PLEASURE CRAFT	MAKE & YEAR	ORIGINAL COST	LOAN BALANCE	PRESENT MARKET VALUE
1				
2				
3				
4				
5				

**D. OTHER ASSETS (INCLUDING NET WORTH OF BUSINESSES OWNED AND VESTED RETIREMENT FUNDS)**

	BRIEF DESCRIPTION OF ASSET	PRESENT MARKET VALUE
1		
2		
3		
4		
5		
6		
7		
8		

**NOTES TO FINANCIAL STATEMENTS CONTINUED**

**E. REAL ESTATE OWNED**

ADDRESS OF PROPERTY	TYPE OF PROPERTY	COST OF PROPERTY	PRESENT MARKET VALUE	MORTGAGE/ LOAN BALANCE
1				
2				
3				
4				
5				
6				

**F. INCOME FROM RENTAL PROPERTY**

MONTHLY GROSS RENTAL INCOME	MONTHLY MORTGAGE PAYMENTS	MONTHLY TAXES, INSURANCE, MAINTENANCE, MISC PAYMENTS	NET MONTHLY RENTAL INCOME
1			
2			
3			
4			
5			



**BERKOWNERS INC. –  
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## *Berkowners Inc.*

### HOUSE RULES

#### Occupancy

1. Move-in/Move-out policy – All move-ins and move-outs **MUST** be conducted during the hours of **9:00 AM to 5:00 PM, Mondays through Fridays ONLY** (except holidays). Before the move Shareholder/Renter/Sublessee must complete the Move In/Out Form and submit it to the Managing Agent. The Shareholder/Renter/Sublessee must contact the Superintendent to schedule the move and ensure that the elevators are padded before the move commencing. Please see attached Schedule of Charges for move-in/move-out fees.
2. Sublets will only be granted under the following conditions:
  - a) The Shareholder(s) has physically occupied the apartment for at least five (5) consecutive years.
  - b) Thereafter, subleasing is permitted for four (4) years out of any five-year (5) period.
  - c) Subleases cannot be for more than 1 year but may be renewed.
  - d) A Sublet Application **MUST** be completed **AND** approved by the Admissions Committee before a sublessee can take possession of the apartment.
  - e) The sublease fee is two (2) months maintenance, per annum, payable upon approval of sublease and any renewals thereafter.
  - f) All sublessees **MUST** abide by **ALL** House Rules.
  - g) Shareholder(s) can only own one (1) apartment, except for Shareholder (s) who combined two adjacent apartments.
3. The Lessee (Shareholder of the Corporation) shall provide the Board of Directors, from time to time, upon demand, the names of all the occupants of the apartment of the Shareholder. Any changes or additions of people residing in the apartment shall be reported in writing to the Board of Directors within 30 days. (See Section 14 of Proprietary Lease)
4. Maintenance is due on the first of each month. A late fee will be charged to the Shareholder/Renter for any maintenance not received by the 15<sup>th</sup> of the month. In addition, a fee will be charged for all bounced checks as well as any bank fees incurred by the Co-Op. (See Schedule of Charges).
5. No Shareholder/Renter shall install additional locks or lock faceplates on the apartment doors or make any changes to the door bars. If a cylinder is replaced, the new cylinder shall fit the same opening as the old cylinder. The key must be made to work with the buildings' master key.
6. All Shareholders/Renters must provide the Board of Directors a Certificate of Insurance that covers at a minimum \$500,000 (Five Hundred Thousand Dollars) in Liability and \$25,000 (Twenty-Five Thousand Dollars) in Property Damage. Berkowners Inc. must be listed as an additional insured on the policy. Shareholders shall provide the Board of Directors or the Managing Agent with copies of the same for any apartment they own. Copies of the Certificate of Insurance shall be submitted to the Board of Directors or the Managing Agent on a yearly basis.
7. The agents of the Board of Directors and any contractor or workman authorized by the Board of Directors may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures involving exterminator services are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of maintaining social hygiene as may be necessary to control or exterminate any such vermin, insects or other pests.
8. Each apartment must have an approved and operational carbon monoxide and smoke detector installed within fifteen feet of the primary entrance to each room lawfully used for sleeping purposes per New York City law. In case of emergency such as water leaks, heating issues, gas smells, etc. the Super/Assistant Superintendent shall have the right to enter the premises to address the situation.

9. Shareholders shall be held responsible and liable for the actions of their family members, roommates, subtenants, and guests.

### Quiet Enjoyment

10. All Shareholders/Renters are entitled to quiet enjoyment. No Shareholder/Renter shall make or permit any disturbing noises in the building or do or permit anything to be done therein that will interfere with the rights, comfort, quiet enjoyment, or convenience of other Shareholders/Renters.
11. Floors of each apartment MUST be covered with rugs or carpeting or equally effective noise-reducing material to the extent that at least 80% of the floor area of each room, excepting only kitchens, pantries, bathrooms, and closets. Residents who own a dog must also have thick padding under the carpet of no less than ½ inch. In cases where the Board receives complaints regarding excessive noise from foot traffic, the Managing Agent will inspect the apartment to confirm that the carpeting rule has been obeyed and is so covered. Renovations, Repairs, Maintenance, and Deliveries.

### Renovations, Repairs, Maintenance, and Deliveries

12. All renovations may be made only after the Shareholder has submitted to the Board of Directors a completed Renovation Application and only after said Application had been approved by the Board. Depending on the scope of the renovation, either a Short Form Alteration Agreement or Long Form Alteration Form must be completed. See forms uploaded on our website to determine which form is required for your renovation.
13. Only after approval of the Board of Directors may contractors hired for repair and maintenance and/or renovation be permitted access to the buildings. Approval shall not be unreasonably withheld or delayed. The Management Agent and/or Property Superintendent must be permitted access to the apartment to ensure renovations comply with the approved renovation package. Failure to allow access will result in the Board possibly stopping the work. All deliveries of furniture, appliances, etc. MUST be conducted during the hours of 9:00 AM to 5:00 PM, Mondays through Fridays ONLY (except holidays). Your vendor MUST submit a certificate of insurance (COI) to the superintendent prior to the delivery date. A sample COI is uploaded on our website.
14. No construction, repair work or other installation involving noise shall be conducted in an apartment except on weekdays (other than legal holidays), and only between the hours of 8:30 AM and 5:00 PM. (Please refer to the Renovation Application for detailed information regarding outside contractors.)
15. All air conditioners MUST have safety brackets and shall be installed in accordance with the requirements of applicable government agencies.
16. Trunks and heavy baggage that cannot be carried shall be taken in or out of the building through the basement.
17. Shareholders who would like to use a staff member for small work in their apartment must use The Berkeley Ticket System. The Shareholder/ Renter should contact the Superintendent for an appointment. The rate for labor to the Coop is \$1 a minute per person. This fee will be billed to the month's maintenance/rent. Shareholders/ Renters may ask a staff member to do work for them after normal working hours. Compensation will be decided between the Shareholder/ Renter and the staff member. If such an agreement is made, the Shareholder/ Renter must sign an acknowledgement and indemnity to the Coop over the said work. All work involving air conditioner installation must be requested through The Berkeley Ticket System.
18. The Shareholder/Renter shall keep the windows and attached screens of the apartment clean. No refuse and/or excess furnishings shall be visible from the exterior of the windows. In case of refusal or neglect of the Shareholder/Renter after ten (10) days' notice in writing from the Board of Directors or the Managing Agent to clean the windows of said apartment, such cleaning may be done at the direction of the Board of Directors who shall have the right, by its authorized agents, to enter the apartment for such purpose and to charge the cost of such cleaning to the Shareholder/Renter
19. Complaints regarding any problems with the services of the building shall be made in writing to Managing Agent of the Cooperative.

### Pets

20. Pets are defined as dogs licensed by NYC, cats, birds, and other animals that have received all inoculations required under NYC or NYS laws or ordinances and that are not prohibited by the NYC Department of Health and/or by New York State. No other animals are allowed to reside in or to be brought into an apartment or common area of the cooperative.
21. Shareholders/Renters are allowed to have a maximum of two pets residing in an apartment and no more than three combined resident and visiting pets at any given time. Effective July 1, 2020, Shareholders/Renters can have **dogs with a full-grown maximum weight of 30 pounds**. Shareholders/Renters who have dogs before July 1, 2020, are grandfathered; but, upon the death of their pet(s) or the pet permanently vacating the unit, for any reason, Shareholders/Renters must abide by the new House Rule.
22. Existing Shareholders/Renters are required to register their resident pets with the Board through the completion of the Pet Documentation Form (which can be found at [thebekekeycoop.com](http://thebekekeycoop.com) website) within 7 days of the pet taking residence. Shareholders/Renters are also required to register any visiting pets staying with them in their apartments for more than 5 days. Prospective shareholders/renter must declare all existing pets with the Admissions Committee and if required by the Admissions Committee or the Board, present all existing pets at an interview before the Admissions Committee and/or Board. Photos of the pets and either the application for licensing or the licensing tags of any pet dogs must be presented. All new resident pets, even those who replace a previous pet, must be registered within the aforementioned timeframes.
23. Cats and birds are to be kept in apartments at all time.
24. Pets are not allowed in the laundry rooms at any time, and pets (other than cats and birds) must be on a leash held by their caretakers in any of the common areas of the buildings, including but not limited to lobbies, elevators, hallways, and gardens at all times.
25. Owners are responsible for immediately and thoroughly cleaning up any accidents which their pets or the pets visiting them may have. Required clean-up shall include any and all common areas within the buildings, outdoor walkways, courtyards, sidewalks and streets adjacent to the buildings.
26. Owners are responsible for ensuring that a pet does not present a danger to other persons or pets, interfere with the rights of any other shareholder/resident to the quiet enjoyment of their unit or otherwise engage in objectionable behavior such as but not limited to uncontrolled barking at any times, barking whenever anyone walks by the apartment, growling, snapping, biting, lunging or jumping at others, and frequent jumping or heavy movements in the apartment heard in other apartments.
27. In addition to the fines outlined in the attached Schedule of Charges, the Board, upon the receipt of two nuisance complaints concerning the same pet, upon 2 fines on any pet, or upon any single incident in which the pet has bitten, clawed or otherwise physically attacked a person or another pet, the Board, at its sole discretion, may either require the immediate removal of any animal who bites, claws or otherwise harms any person or pet, and the Board may require permanent removal of the pet or the registration in and successful completion of the pet in a certified pet training program within 30 days at the sole expense of the shareholder/resident owner(s) of the pet. Failure to successfully complete the training program or any subsequent repeated offense will automatically result in the permanent removal of the pet. In addition, the Board, at its sole discretion, may require that any pet engaging in aggressive behavior or excessive barking be muzzled as well as leashed when in any common area outside of the resident apartment.
28. Shareholders/Renters are **EXPRESSLY FORBIDDEN TO FEED** pigeons, cats or other non-domesticated animals from the windowsills, in the gardens, the courtyard or any birds, squirrels in public portions of the buildings or on the sidewalks or streets adjacent to the buildings.

### Smoke-Free Policy

29. The term "Smoke" or "smoking" means: (a) The carrying, smoking, burning, inhaling, or exhaling of any kind of heated or lighted cigar, cigarette, hookah, lighted pipe, plant material intended for inhalation, or any other lighted smoking equipment.
30. Electronic Cigarette: The term "electronic cigarette" means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as she or he simulates smoking. The term shall include such devices whether they are manufactured or referred to e-cigarettes, e-cigars, e-pipes or under any product name.
31. As provided under New York City Local Laws 2013/152, 2016/042, and 2017/141; as well as other applicable laws and regulations; smoking (tobacco or any other substance) and electronic cigarette use ("vaping") are strictly prohibited in all common areas of this property, including, but not limited to the community room, laundry room, walkways, garden areas, hallways, and stairwells
32. Smoking and electronic cigarette use are permitted in the apartments and/or balconies, if any. However, smoking and electronic cigarette use are only allowed in the apartments and/or balconies of this property so long as such conduct does not rise to the level of a nuisance, i.e., does not interfere with any other tenant's quiet enjoyment of the property (for example, odors from smoking in an apartment should not permeate the common areas [hallways, lobbies, etc.]).
33. This Smoking Policy applies equally to all owners, tenants, sub-tenants, guests, licensees, live-in employees, and service workers.
34. The tenant (named party on lease) is responsible for enforcing this Smoking Policy with respect to all co-habitants, visitors, guests, and relatives who may visit, stay at, or live at the tenant's premises. The landlord will take all appropriate and lawful enforcement measures, should any person violate the terms of this policy, as stated above.

### Vandalism

35. In the event damage is sustained to the property of the Cooperative by vandalism or intentional or malicious acts, the perpetrator thereof shall be required to pay for the repair of the damage and reimburse the Cooperative for all costs and expenses paid or incurred by the Cooperative in connection with the said damage and its repair; and the Board of Directors of the Cooperative shall have the right to impose such administrative charges against the perpetrator as it shall deem appropriate in its sole discretion. All said costs and expenses and administrative charges shall be considered to be additional rent (maintenance) under the proprietary lease with the perpetrator. The Board of Directors of the Cooperative may also file criminal complaints against the perpetrator. Some types of vandalism include, but is not limited to, graffiti, theft, arson, breaking glass, etching, keying, etc. Shareholders shall be held responsible and liable for the actions of their family members, roommates, sub-tenants and guests.

### Garbage / Trash

36. The following rules shall be observed with respect to garbage removal:
  - a) Compactor rooms and other apparatus in the building shall not be used for any purposes other than those for which they were constructed nor shall any sweepings, rubbish, rags, moving debris, or any other article be left in the compactor rooms.
  - b) Any items put in the trash chute needs to be completely pushed down the chute.
  - c) Garbage and refuse shall be bagged or tied before entering the chutes. All wet debris is to be securely wrapped or bagged in small packages sized to fit easily into the trash chute. The recycling bins in the compactor rooms are to be used only for cans, glass containers, and paper that are approved for New York City Recycling. No Shareholder/Renter is permitted to dispose of organic food-related refuse in the recycling containers. No recyclable item is to be disposed of in the trash chute. Any boxes from food or grocery deliveries, crates and any other bulky items (including stacks of newspapers and magazines), discarded furniture, and/or household items are to be placed in the refuse area of the basement.

- d) Recycling bins have been placed in the basement of all buildings. Residents are required to use the appropriate recycling bin when disposing of their trash.
- e) Debris shall be completely drip-free before it leaves the apartment and carried to the compactor room in a careful manner and in drip-proof garbage bags then placed into the trash chute so it will drop down the chute for disposal. Shareholders/Renters are responsible for cleaning up any spillage caused in the removal of their refuse.
- f) No glass items are to be placed in the trash chute.
- g) No construction debris, carpet sweepings, containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil-soaked rags, empty paint or aerosol cans or any other inflammable, highly explosive, combustible, or noxious substances or potentially lighted cigarettes or cigar stubs be thrown into the trash chute.
- h) Vacuum cleaner containers or bags shall not be emptied into the trash chute. Such dust, dirt, etc., shall be bagged or wrapped in a securely tied package and then placed in the trash chute.

### Common Areas

- 37. Children are not allowed in the common areas (hallways, stairways, basements, fire towers, fire escapes, elevators, interior garden, etc.) of the buildings unless accompanied by a responsible adult.
- 38. No screaming, yelling or horseplay is allowed in the common areas (hallways, stairways, basements, fire towers, fire escapes, elevators, interior garden, etc.) of the buildings.
- 39. The public halls and stairways of the buildings shall not be obstructed or used for any purpose other than entry to or exit from the apartments in the building and the fire towers, or fire escapes shall not be obstructed in any way. No exterior or interior building doors should be propped open unless attended at all times. No article shall be placed in the halls or on the staircase landings or fire towers or fire escapes, and nothing shall be hung from the doors that protrude past the door frame.
- 40. A Shareholder who is a doctor or someone who conducts business shall not use the lobby as a waiting room for their patients or visitors.
- 41. No public halls or areas of the building shall be decorated or furnished by any individual or group of Shareholders/Renters in any manner without the prior written consent of the Board of Directors.
- 42. No sign, notice, or advertisement shall be inscribed or exposed on any door or window or another part of the building except as shall have been approved in writing by the Board of Directors or the Managing Agent.
- 43. No bicycles, scooters, skateboards, rollerblades, or similar vehicles shall be allowed in the lobbies. These items, unless carried, must enter and exit the building through the basement. None of the above may be left standing in the halls, passageways, public areas or courts of the buildings.
- 44. No wires, radio and/or television aerials or dishes shall be attached to or hung from the exterior of the building under any circumstances.
- 45. The Shareholder/Renter shall use the available laundry facilities only during hours designated by the Board of Directors or Managing Agent. Washing machines are ABSOLUTELY FORBIDDEN in an apartment.
- 46. The Board of Directors shall have the right to designate the space devoted to storage and laundry purposes. No shareholder shall be permitted to store any explosive, flammable or volatile substance in their apartment and/or a storage area.
- 47. No group tour, exhibition or open houses of any apartment or its contents and the gardens shall be conducted nor shall any auction sale be held in an apartment without the consent of the Board of Directors or its Managing Agent.
- 48. Decorations of apartment doors and halls shall not be made without the written consent of the Board of Directors or the Managing Agent. Holiday decorations may be made for a reasonable time proximate to that holiday and in such way as to cause no damage to the door.
- 49. Shareholders/Renters shall pick-up their litter in the garden and in all public areas of the premises.

### Garden

50. The garden is a private outdoor residential space within the Berkeley co-op, for all residents to use and enjoy. The garden is NOT a playground, public park or athletic field. Many activities associated with such spaces are not allowed in the garden.
- a) All areas of the garden are in close proximity to residents' windows; hence anyone using the garden must keep voices down at all times. No screaming, yelling or screeching.
  - b) Quiet time in the garden is from 9:00 PM to 9:00 AM with quiet time extended to 10:00 AM on Sunday mornings. Please limit all activities in the garden during these times, so as not to disturb other residents.
  - c) There is NO SMOKING in the garden at any time.
  - d) No active sports, ball playing, or sports equipment are permitted in the garden.
  - e) No bicycles, skates, skateboards, scooters or any riding apparatus are permitted in the garden.
  - f) Children are welcome in the garden but MUST be accompanied and CLOSELY supervised by an adult at ALL TIMES. Children should not be left to engage freely in play throughout the garden, but instead must remain in an area in close proximity to their parent or caregiver. It is suggested that persons bringing children into the garden provide them with appropriate activities which will not invite running, yelling or entering planted areas.
  - g) A general rule to follow in the garden is to leave no trace; if you have garbage (including plastic bags, food scraps, etc.), you must remove them when you leave and place them in a trash receptacle. There are trash receptacles on both the south and north ends of the garden near the gates to the street.
  - h) Pets are permitted only in the pet-friendly zone, which is the raised area south of the sunken garden, subject to the following restrictions:
    - Pets are permitted in the garden only when accompanied by a caretaker who is capable of restraining the pet.
    - Pets can only enter/exit the garden using the entrances at the south end of the garden (entrances located at the far end of 77<sup>th</sup> and 78<sup>th</sup> Streets ONLY).
    - Pets must be leashed AND controlled at all times. Pets demonstrating aggressive behavior are not permitted in the garden.
    - Pets MUST be walked to relieve themselves BEFORE entering the garden.
    - Any accident must be cleaned AND hosed by the adult resident IMMEDIATELY.
    - The first violation of any pet rule will be a fine of \$300.
    - Subsequent violations will lead to the pet being prohibited from an entry in the garden.
    - The owner resident of any pet prohibited from entering the garden will be subsequently fined
- \$1,000 EACH TIME the prohibited pet enters the garden.

### Other

51. For purposes of the House Rules, children are considered individuals under the age of 18.
52. Any consent or approval given under these House Rules by the Board of Directors or Managing Agent shall be revocable at any time. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors.

**Pet Policy:** Only dogs, cats, birds or approved animals legal in New York City shall be permitted to live in the buildings. All pets living in an apartment must be registered with the Managing Agent with photo identification. A maximum of two pets shall be permitted with no exceptions. The privilege of keeping pets is subject to denial by the Board if said pets establish a history of nuisance to the other Shareholders/Renters in the building. The Board reserves the right to demand the removal of any pet creating chronic discomfort for other residents of the buildings.

The allowance of pets in the buildings is an accommodation to Shareholders/Renters. It is not a right. Any pet is permitted on elevators or in any of the common areas of the building only on a leash. **Pets are not allowed in the interior gardens.** Owners are responsible for thoroughly cleaning up any accidents which their pets may have. Required clean-up shall include any and all common areas within the buildings, outdoor walkways, courtyards, sidewalks and streets adjacent to the buildings. Failure to maintain social hygiene in caring for your pet(s) will require the removal of said pet(s) from the building.

Shareholders/Renters are **EXPRESSLY FORBIDDEN TO FEED** pigeons, cats or other non-domesticated animals from the windowsills, in the gardens, the courtyard or any public portion of the buildings or on the sidewalks or streets adjacent to the buildings.



# The Berkeley

**Berkeley Apartments**  
35-25 77<sup>th</sup> Street

**Berkeley Hall**  
77-12 35<sup>th</sup> Avenue  
Jackson Heights, New York 11372

**Berkeley Gardens**  
35-24 78<sup>th</sup> Street

## PET DOCUMENTATION FORM

(Picture of Pet is required – Attach picture of pet)

Name of Owner: \_\_\_\_\_ Date: \_\_\_\_\_  
 35<sup>th</sup> Avenue       77<sup>th</sup> Street       78<sup>th</sup> Street      Apt. # \_\_\_\_\_

Name of Pet: \_\_\_\_\_ License #: \_\_\_\_\_

Breed: \_\_\_\_\_ Name of Veterinarian: \_\_\_\_\_

Date of last set of shots: \_\_\_\_\_ Attach proof of shots

Provide any additional information regarding training your pet has received: \_\_\_\_\_

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

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### Additional information required for Therapy/Emotional Support/Service Pets

Certified as service pet: \_\_\_\_\_ Certification Organization: \_\_\_\_\_

Attach copies of documentation

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### ACKNOWLEDGEMENT:

In the event there is an episode where the pet lunges, bears its teeth, hisses or otherwise acts aggressively, the owner shall enroll the pet, within 30 days of notification to the owner of the episode, in an accredited training program, and present the Board, upon completion, with a certification of successful completion of the program. If my pet continues with the issue, I understand that my pet will no longer be able to reside on the Berkeley premises.

\_\_\_\_\_  
Name of Resident: \_\_\_\_\_

\_\_\_\_\_  
Name of Resident: \_\_\_\_\_

*Berkowners Inc.*

**Schedule of Charges**

The charges on the following page are for violations of the Proprietary Lease and/or the House Rules. The charges are not in lieu of the rights and remedies that the Cooperative may have pursuant to the provisions of the Proprietary Lease and House Rules, but they are in addition thereto. The schedule of charges may be added to, amended or repealed at any time by resolution of the Board of Directors.

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Schedule of Fines/Charges

**HOUSE RULES - SCHEDULE OF FINES/CHARGES**

1	Move-in/Move-out security deposit - \$550 of the security deposit is refundable after the move, upon the building manager's verification that no damage has been incurred to the building.	\$750
2	Move-in/Move-out - In violation of the move-in/move-out time frame - See House Rule #1	\$1,000
3	Sublet Fee - House Rule #2 - The sublet fee is 2 (two) months maintenance, per annum, payable upon approval of a sublease and any renewals thereafter.	Various
4	Sublets - In violation of House Rule #2. Please refer to the Sublet Application for full details concerning sublet procedures.	\$5,000
5	Maintenance/Rent late payment fee - Penalty will be assessed to each Shareholder's/ Renter's account for late payment of maintenance/rent. See House Rule #4	\$75
6	Bounced Checks - Penalty plus any and all bank charges incurred by Berkowners. See House Rule #4	\$75
7	Carpeting - In violation of House Rule #11	\$500
8	Washing Machines - In violation of House Rule #45	\$2,000
9	Lobbies/Common Areas - In violation of House Rules 37 to 44 and 46 to 49	\$250
10	Renovations violation - Doing renovations, construction, or repair work during weekends and holidays, or before 8:30 AM; after 5:00 PM. See House Rule #14	\$1,000
11	Renovations - Without prior approval of the Board of Directors in violation of Proprietary Lease. See House Rule #12	\$5,000
12	Air Conditioners - In violation of House Rule #15 (for each air conditioner).	250
13	Apartment Doors - In violation of House Rule #5. In addition to the penalty, the shareholder will also be responsible for any fines imposed by the FDNY, as well as the replacement of the door.	\$500
14	Hall / Compactor Rooms - In violation of House Rule #36	\$250
15	Garden - House Rule #50 - The first violation of any garden pet rule - fine + barring from garden. The owner resident of any prohibited pet will be subsequently fined each time the prohibited pet enters the garden.	
		First violation \$300
		Additional violations \$1,000
16	Pets Violation - In violation of House Rules 20, 25, and 27	
		First violation \$500
		Second violation \$1,000
		Third violation - Pet must be removed from premises
17	Pets Violation - In violation of House Rules 21, 24, 26, and 28	
		First violation \$300
		Additional violations \$600
18	Smoke-Free Policy Violation - In violation of House Rules #31, 32, 34	
		First violation \$300
		Additional violations \$600
19	Vandalism - In violation of House Rule #35	\$1,000
20	Fines for all other violations of House Rules:	
		First violation Warning
		Second violation \$100
		Any additional violations for the same offense \$500

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Board of Directors  
Berkowners, Inc.  
New York, NY 11372

**RE: House Rules**

Dear Board of Directors:

I/we \_\_\_\_\_ acknowledge that I/we  
have received, read and understand the house rules for Berkowners, Inc.

Specific reference is made to the Pet Rule which prohibits us from harboring more than 2  
pets (see House Rules) legally allowed in New York City.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant's Signature

\_\_\_\_\_  
Date

APPENDIX A

RE: APARTMENT:  
BERKOWNERS, INC.

WINDOW GUARDS REQUIRED  
LEASE NOTICE TO TENANT

You are required by law to have window guards installed if a child 10 years of age or younger lives in your apartment.

Your Landlord is required by law to install window guards in your apartment.

\* If you ask him to put in window guards at any time (you need not give a reason).

OR

\* If a child 10 years of age or younger lives in your apartment.

IT IS A VIOLATION OF LAW to refuse, interfere with installation, or remove window guards where required.

CHECK ONE:

CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT

NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT

I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OR YOUNGER IN MY APARTMENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

FOR FURTHER INFORMATION CALL:  
Window Falls Prevention Program  
New York City Department of Health  
125 Worth Street, Room 222 A  
New York, New York 10013  
(212) 566-8082

COOPERATIVE SALES

Cooperative Information Regarding Lead-Based Paint in Common Areas

Cooperative Corporation: Berkowners Inc.

Building Address: Jackson Heights, NY

Date:

The above referenced Cooperative Corporation has the following information regarding lead-based paint and/ or lead-based paint hazards in the common areas of the building.

*NO INFORMATION*

Attached hereto are copies of the reports or records pertaining to lead-based paint and/or lead-based paint hazards:

THE REPRESENTATIONS SET FORTH HEREIN ARE MADE SOLELY TO THE TENANT-SHAREHOLDER REQUESTING SUCH INFORMATION AND ARE NOT USED FOR ANY OTHER PURPOSE OR RELIED UPON BY ANY PERSON OTHER THAN SUCH TENANT-SHAREHOLDER.

Berkowners Inc.  
Cooperative Corporation

BY: \_\_\_\_\_

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

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

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

COOPERATIVE SALES

LEAD WARNING STATEMENT-CONTRACT OF SALE

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

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

Seller's Disclosure

(a) Presence of lead-based paint and/or lead based paint hazards (Seller(s) to initial (i) or (ii) below):

- (i) Known lead-based paint and/ or lead-based paint hazards are present in the Unit and/ or common areas (explain).
- (ii) Seller has no knowledge of lead-based paint and/ or lead-based paint hazards in the Unit and/ or common areas.

(b) Records and reports available to the Seller (Seller(s) to initial (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 records or reports pertaining to lead-based paint and/ or lead-based paint hazards in the Unit and or common areas.

Purchaser's Acknowledgment (Purchaser(s) to initial (c), (d) and (e) and check either (i) or (ii) below):

- (c) Purchaser has received copies of all information listed above.
- (d) Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.
- (e) Purchaser has (check (i) or (ii) below):
  - (i) Received a 10 day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint.
  - (ii) \_\_\_\_\_ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/ or lead-based paint hazards.

Agent's (Broker) Acknowledge (Agent (All Brokers) to initial (f) below):

- (f) \_\_\_\_\_ Agent (All Brokers) has informed the Seller of the Seller's obligation under 42 U.S.C. 4852d and is aware of Agent's (All Brokers) Independent responsibility to ensure compliance.

Certification of Accuracy

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

_____	_____	_____	_____
Seller	Date	Purchaser	Date
_____	_____	_____	_____
Seller	Date	Purchaser	Date
_____	_____	_____	_____
Agent (Broker)	Date	Agent (Co-Broker)	Date

## Cooperative Sales

### Certification of Disclosure

RE: Building Address: \_\_\_\_\_  
Apartment #: \_\_\_\_\_  
Tenant-Shareholder(s)/  
Seller(s): \_\_\_\_\_  
Prospective Purchaser(s): \_\_\_\_\_

The Residential Lead Based Paint Hazard Reduction Act of 1992 (the "Act") and regulations promulgated by the Department of Housing and Urban Development and Environmental Protection Agency (the "Regulations") require that the Tenant-Shareholder(s) as Seller(s) disclose, based upon actual knowledge, to the Prospective Purchaser(s) the presence of any known lead based paint and/or lead based paint hazards in the apartment or common areas. The cooperative corporation must provide any information it has regarding the common areas.

The undersigned, being all the Seller(s) and Prospective Purchaser(s) of the above referenced apartment hereby certify the Cooperative Corporation owning the building that:

- i. They have received the information, if any, in the possession of the Cooperative Corporation regarding lead based paint and/or lead based paint hazards in the common areas.
- ii. They have complied in all respects with the Regulations.

The Seller(s) and Prospective Purchaser(s), each individually, hereby agrees to indemnify and defend the Cooperative Corporation, its directors, officers, employees and agents, (the "Indemnified Parties") against all claims, losses, liabilities, fines, penalties, damages, costs and expenses (including reasonable attorneys' fees) that may at any time be imposed upon the Indemnified Parties for failure to comply with the Regulations. The Prospective Purchaser(s) hereby release the Indemnified Parties from any claims with respect to the existence of lead based paint in the apartment and common areas and any disclosure with respect thereto.

Seller(s): \_\_\_\_\_  
Prospective Purchaser(s): \_\_\_\_\_

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



**Cooperative Sales**

**Exemption Certificate**

Re: Building Address: \_\_\_\_\_  
Apartment #: \_\_\_\_\_  
Seller: \_\_\_\_\_  
Seller: \_\_\_\_\_  
Purchaser: \_\_\_\_\_  
Purchaser: \_\_\_\_\_

The undersigned, being all the sellers and purchasers on the transfer of the above referenced apartment understand that this apartment is in a building built prior to 1978 and is subject to the Federal Disclosure Regulations regarding lead-based paint.

The undersigned certify that the above apartment is a "O" bedroom apartment as defined in the Federal Regulations and therefore the Disclosures otherwise required to be made are not applicable.

Seller: \_\_\_\_\_ / \_\_\_\_\_  
Date

Seller: \_\_\_\_\_ / \_\_\_\_\_  
Date

Purchaser: \_\_\_\_\_  
\_\_\_\_\_  
/ Date

Purchaser: \_\_\_\_\_  
\_\_\_\_\_  
/ Date

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Building Address: \_\_\_\_\_ Apt. # \_\_\_\_\_

Tenant(s) Name(s): \_\_\_\_\_

### **SMOKE DETECTORS**

Smoke detectors were installed in each unit as required by law and should be in place as protection for you and your family. The smoke detectors we have installed are battery operated. If the smoke detector has been removed, please notify us at once and We will arrange to have it replaced as quickly as possible. It is urgent that you complete this notice and return it to our office.

**I HAVE A SMOKE DETECTOR** **D**  
**I DO NOT HAVE A SMOKE DETECTOR** **D**

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Tenant's Signature

### **COMBINATION CARBON MONOXIDE-SMOKE DETECTOR**

Smoke detectors and carbon monoxide detectors are to be installed in each unit as required by law and should be in place as protection for you and your family. The combination carbon monoxide smoke detectors we have installed are battery operated.

A combination carbon monoxide-smoke detector was installed and tested that it is in operable condition on

\_\_\_\_\_  
(Date)

The combination carbon monoxide-smoke detector was installed within 15 feet of the sleeping area and I have received the instructions for maintaining the device

\_\_\_\_\_  
Tenant's Signature