OGDEN TENANTS CORPORATION
APPLICATION FOR PURCHASE (rev. 8/2021)

Return to: **Ogden Tenants Corporation**
c/o **Garthchester Realty**
440 Mamaroneck Avenue
Suite S-512
Harrison, NY 10528

INSTRUCTIONS

1. Please complete all sections of the application*. If a section is not applicable to you, so state.

2. Purchaser must provide **one (1) collated** copy of the following documents prior to the Board considering the application. *Please note all bank account numbers and social security numbers will be redacted by the Management Company before your application is distributed to the board electronically.*

    a. fully completed application with all attached forms signed.
    b. a signed copy of your last two (2) years Federal tax returns with all schedules attached. Also a copy of all W-2's submitted with the tax return, as well as last two pay stubs.
    c. copies of latest bank statements.
    d. two (2) personal letters of reference and two (2) professional letters of reference for each applicant.
    e. letter of reference from your present employer stating annual salary and length of employment.
    f. letter of reference from current landlord or managing agent.
    g. fully executed contract of sale, together with any riders thereto.
    h. a copy of your bank mortgage commitment if financing is being obtained.

3. The application, documents and a non-refundable application fee, payable to Garthchester Realty, in the sum of Four Hundred ($450.00) Dollars **plus** One Hundred Fifty ($150.00) Dollars **per person** (for a background check) must accompany your application. These fees are non-refundable.

4. The Board reserves the right to request additional information prior to considering your application.

5. By submitting this application for the Board's consideration, you are representing that all statements contained therein are true to the best of your knowledge and are authorizing the Board to verify all statements, including the Board obtaining a current credit report.

6. Where there is more than one purchaser, the information requested is to be answered by all purchasers.

7. The purchaser(s) and all persons to reside at the residence will be required to attend a personal interview with the members of the Admissions Committee of the Board of Directors prior to the committee's moving on the application.

NO APPLICATIONS ACCEPTED ON FRIDAYS AFTER 12PM.

OGDEN TENANTS CORP.

APPLICATION TO PURCHASE SHARES OF THE CORPORATION

NOTICE

Article II of Chapter 700 of the Laws of Westchester County, known as the Westchester County Fair Housing Law, prohibits discrimination in housing accommodations on the basis of a personor persons' actual or perceived race, color, religion, age, national origin, alienage or citizenship status, ethnicity, familial status, creed, gender, sexual orientation, marital status, disability, source of income, or status as a victim of domestic violence, sexual abuse, or stalking.

Section 700.21-a of the Westchester County Fair Housing Law governs applications to purchaseshares of stock in cooperative housing corporations, and applies to this application. Under this section, the cooperative housing corporation is required to comply with the following deadlines:

1. Within fifteen days of the receipt of this application, the cooperative housing corporation must either acknowledge that it has received a complete application, orshall notify you of any defect in the application.
2. If you are notified of any defect in the application, within fifteen days of the receiptof the corrected application the cooperative housing corporation must either acknowledge that is has received a complete application, or shall notify you any defect in the application.
3. Within sixty days of receipt of a complete application, the cooperative housingcorporation must approve or deny your application, and provide written noticethereof.
4. If your application is denied, the cooperative housing corporation is required to provide notice to the Westchester County Human Rights Commission, including yourcontact information.

Ogden Tenants Corporation

Guidance for Applicants

The following criteria are only some of the factors the board takes into consideration when reviewing applications. This is not a complete list.

In reaching a decision, the weight given by the board to each of the criteria may vary.

- Minimum 20% down
- Credit score 700+ with no judgements, bankruptcies, multiple late payments, ect.
- Minimum post closing savings equal to or greater than six months of mortgage and maintenance combined
- Minimum household yearly income must be greater than or equal to 40 times the monthly payment (mortgage & maintenance)
- Debt to income <35%
- Clear background check for purchaser and occupants
- Must be primary residence of the purchaser

ACCEPTANCE OF AN APPLICATION DOES NOT CONSTITUTE APPROVAL BY THE BOARD

OGDEN TENANTS CORPORATION
SHAREHOLDER APPLICATION

Unit Being Purchased: ________ Number of Shares Being Purchased: ____________

Applicant Name(s): ____

Applicant Current Address: ____

City __________________________ State ___________ Zip _______________________

Email Address ____________________________________

Phone ____ Cell Home Work (Circle One)

Current Residence <u>(Check One)</u>

Rent______ Own ______ Other (Explain) ______________________________________

If Rent, Landlord Name:_________________________Phone #: ____________________

Years at Current Address: ______

If less than 2 years, previous address: ____

City __________________________ State ___________ Zip ________________________

Applicant Name(s): ____

Applicant Current Address: ____

City __________________________ State ___________ Zip _______________________

Email Address ____________________________________

Phone ____ Cell Home Work (Circle One)

Current Residence <u>(Check One)</u>

Rent______ Own ______ Other (Explain) ______________________________________

If Rent, Landlord Name:_________________________Phone #: ____________________

Years at Current Address: ______

If less than 2 years, previous address: ____

City __________________________ State ___________ Zip ________________________

Number of People to Reside in Unit Being Purchased: ______

List names and ages of each resident if under 18 years of age.

Name: ____ Age: ______

Name: ____ Age: ______

Name: ____ Age: ______

Name: ____ Age: ______

I have been given a copy of the House Rules and reviewed with me (to be signed at interview). I understand that the hours for moving, renovations and any work that requires noise is 9:00 am – 5:00 pm Monday through Friday excluding bank holidays.

I understand and agree __(initial)

CHECK OR MONEY ORDER PAYABLE TO GARTHCHESTER REALTY MUST ACCOMPANY APPLICATION FOR CREDIT EXAMINATION. THIS FEE IS NOT REFUNDABLE.

EMPLOYMENT DATA *(Purchaser/Sublettee)*

Current Employer________________________Position/Title_______________________

Address____

Dates Employed: From________to________ Current Salary______________________

Phone # ______________________________ Supervisor's Name ____________________

COMPLETE IF EMPLOYED IN CURRENT POSITION FOR LESS THAN TWO (2) YEARS:

Previous Employer_______________________Position/Title_______________________

Address____

Dates Employed: From________to________ Previous Salary_____________________

Phone # ______________________________ Supervisor's Name _____________________

(Co-Purchaser/Co-Subletee)

Current Employer_____Position/Title___

Address____

Dates Employed: From________to________ Current Salary______________________

Phone # ______________________________ Supervisor's Name ____________________

COMPLETE IF EMPLOYED IN CURRENT POSITION FOR LESS THAN TWO (2) YEARS:

Previous Employer_______________________Position/Title_______________________

Address____

Dates Employed: From________to________ Previous Salary_____________________

Phone # ______________________________ Supervisor's Name _____________________

FINANCIAL DATA

Source of down payment and settlement charges________________________________

THESE QUESTIONS APPLY TO ALL PURCHASERS/SUBLETEES

If a "yes" answer is given to a question in this column, explain on attached sheet.

	Purchaser Yes or No	Co-Purchaser Yes or No
Have you any outstanding judgements?	__________	__________
In the last 7 years, have you been declared bankrupt?	__________	__________
Have you property foreclosed upon or given title or deed in lieu thereof?	__________	__________
Are you a co-maker or endorser on a note?	__________	__________
Are you a party in a lawsuit?	__________	__________
Are you obliged to pay alimony? child support, or separate maintenance?	__________	__________
Is any part of the down payment borrowed?	__________	__________

DESCRIBE OTHER INCOME

NOTICE: Alimony, child support or separate maintenance income doesn't need to be reported if the Purchase/Co-Purchaser doesn't choose to have it considered as a basis for paying maintenance charges:

	Monthly Amount
______________________________	$______________
______________________________	$______________
______________________________	$______________

DETAILS OF PURCHASE

a.	Purchase price*	$______________
b.	Total closing cost (est.)	$______________
c.	Total (a + b)	$______________
d.	Amount of financing	$______________
e.	Other financing	$______________
f.	Amount of cash deposit	$______________
g.	Cash reqd. for closing	$______________

If applicable, explain other financing____

*Copy of Contract of Sale to be submitted with this application

Estimated closing date:____

GROSS MONTHLY INCOME

ITEM	PURCHASER	CO-PURCHASER	TOTAL
Base Income			
Overtime			
Bonuses			
Commissions			
Dividends/Interest			
Net Rental Income			
Other Income			
TOTAL			

MONTHLY HOUSING EXPENSES

ITEM	PRESENT	PROPOSED
Rent/Maintenance		
Bank Mortgage		
Other Financing		
Homeowners Insurance		
Real Estate Taxes		N/A
Mortgage Insurance		
Co-op Assessments		
Other Misc. Housing Expense		
Total Monthly Payment		
Utilities		
TOTAL		

BALANCE SHEET AT THE LAST DAY OF MONTH IMMEDIATELY PRECEDING DATE OF APPLICATION (see notes on attached page)

ASSETS

Contract deposit for this apartment	$______________
Checking Accounts (Note 1 – Not including contract deposit)	$______________
Savings Account (Note 1 – Not including contract deposit)	$______________
Marketable Securities (Note 2)	$______________
Life Insurance Net cash Value	$______________
Non-Marketable Securities (Note 2)	$______________
Real Estate Owned (Note 3)	$______________
Automobiles/Pleasure Craft Owned (Note 4)	$______________
Vested Interest in Retirement Fund (Note 5)	$______________
Net Worth of Business Card (Note 5)	$______________
Furniture and Personal Property	$______________
Notes Receivable	$______________
Other Assets (Note 5)	$______________
TOTAL ASSETS:	$______________

LIABILITY

Installment Debt Payable (Note 6)	$______________
Other Unsecured Loans (Note 6)	$______________
Mortgage Loans (Note 6)	$______________
Automobiles/Please Craft Loans (Note 6)	$______________
Other Secured Loans (Note 6)	$______________
Other Liabilities (Note 7)	$______________
TOTAL LIABILITY:	**$______________**
Net Worth	**$______________**
TOTAL LIABILITIES & NET WORTH (A – B)	**$______________**

NOTES TO BALANCE SHEET

NOTE 1: Liquid Assets

Please provide last two months of statements for each account listed below.

	Name & Address of Banking Institution	Balance
Checking 1		
Checking 2		
Savings 1		
Savings 2		
Investment		

NOTE 2: Securities

Please provide last quarter of statements for each account listed below.

Financial Institution	Investment Name	Value

NOTE 3: Real Estate Owned

Property Address	Property Type	Cost	Market Value	Total Mortgage & Loans

Monthly Liabilities vs. Revenue	Gross Rental Income	Mortgage Payments	Taxes, Insurance, Maintenance & Misc. Payments	Net Income
				$

NOTE 4: Automobiles/Pleasure Craft Owned

Make & Year: ________________________

Plate # of Vehicle: ________________________

NOTE 5: Briefly Describe Other Assets:____

NOTE 6: Liabilities, Loans and Credit Debt

Please provide the following for all Debt (Credit cards, Student loans, Bank loans, etc.)

Creditor's Name & Address	Monthly Payments	Months Left	Unpaid Balance

CERTIFICATION OF ACCURACY AND DISCLOSURES

I certify statements made in this application have been examined by me and to the best of my knowledge and belief are true, correct and complete. I have no objection to inquiries to any person or institution being made for the purpose of verifying the facts herein stated. I understand and accept that Ogden Tenants Corporation has the right to rely on information given herein, and in the event investigation proves any of the statements false, Ogden Tenants Corporation may reject this application, or if lease has been executed, may terminate same as if breach of lease had occurred.

Signature:____Date:__________

Signature:____Date:__________

DO NOT WRITE BELOW THIS LINE

Managing Agent Only:

1. Date application received by Managing Agent: __________________
2. Date application provided to Board of Directors: __________________
3. Date of interview with Board of Directors: __________________
4. Board of Directors Recommendation: [ ] Approve [ ] Reject

________________________ ________________________

________________________ ________________________

____

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

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

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

_X__BY WRITTEN AUTHORIZATION OF THE CONSUMER TO WHOM IT RELATES

Signature:____Date:__________

Printed Name: ____

Social Security Number:______________________Phone #:_________________________

Current Address:____

DISCLOSURES

Move-in Policies

I understand that I must notify Garthchester Realty, in writing at least **ONE WEEK** before your move. No moving will be permitted on weekends or holidays. Moves are only allowed Monday through Friday, 9:00 am – 5:00 pm, excluding legal holidays. I will coordinate all **moves with Artie Guttilla by providing my move date in writing** via email at Artie@garthchesterrealty.com.

I will notify the superintendent two days prior to my move. Ed Stripe can be reached at 914-337-1679.

Shareholders – Move-out Deposit

A check in the amount of $500 must be sent to Garthchester Realty, made payable to Ogden Tenants Corporation, to be applied as a move-out security deposit. You will forfeit this deposit if you move out of the building without scheduling your move in advance and if it falls outside of the approved timing listed above.

Sublets – Move-in/Move-out Deposit

All persons subletting a unit from a shareholder must remit a check in the amount of $500 to Garthchester Realty, made payable to Ogden Tenants Corporation, to be applied as a move-in / move-out security deposit. This deposit will be placed in an interest-bearing escrow account. You will forfeit this deposit if you move out of the building without scheduling your move in advance and if it falls outside of the approved timing listed above.

My signature certifies that I have read the information above and agree.

Signature:____Date:__________

Proprietary Lease

I certify that I have read the Proprietary Lease of Ogden Tenants Corporation and I will abide by all the rules and regulations as set forth. Specifically, any apartment construction and renovation plans will be submitted to the cooperative's managing agent for approval prior to commencement of any work.

Signature:____Date:__________

Signature:____Date:__________

House Rules

I certify that I have read the Ogden Tenants Corporation House Rules and do agree to abide by them to the "Letter of the Law." I understand that, with my approval to purchase shares for my occupancy in the Ogden Tenants Corporation building at 100 Parkway Road, Bronxville, NY 10708 by the Interview Committee and Board of Directors, I will move in without any pets, and we will not acquire any pets after occupancy.

Signature:____Date:__________

Signature:____Date:__________

DISCLOSURES (cont.)

Homeowners Insurance

Effective September 1, 2010, all shareholders are required to carry homeowner's insurance on their unit with the minimum liability coverage of $200,000. Property insurance should include contents, improvements and betterments, loss assessment and replacement cost coverage. These coverage limits are up to the individual owner.

In addition to the shareholder policy, those shareholders who sublet their unit must require their tenant to carry minimum renters policy which should include liability and personal property coverage. (Replacement cost on content is recommended). Please contact your insurance agent to secure coverage and mail or fact (914-725-6453) a certificate of insurance to: Garthchester Realty Ltd., c/o Ogden Tenants Corporation, 440 Mamaroneck Avenue, Suite S-512, Harrison, NY 10528.

Signature:____Date:__________

Signature:____Date:__________

Sublet Policy

I certify that I have read the Ogden Tenants Corporation Sublet Policy and agree to abide by them.

Signature:____Date:__________

Signature:____Date:__________

For Sublet Applications Only

Below please find a copy of paragraph 32(b) of your proprietary lease. You and your subtenant should read this paragraph and both parties must sign and date that it has been read and understood

Shareholder Signature:___________________________________Date:__________

Sublet Signature:_______________________________________Date:__________

Collection of Rent from Subtenants

(b) If the Lessee shall at any time sublet the apartment and shall default in the payment of any rent or additional rent, the Lessor may, at its option, so long as such default shall continue, demand and receive from the subtenant the rent due or becoming due from such subtenant to the Lessee, and apply the amount to pay sums due and to become due from the Lessee to the Lessor. Any payment by a subtenant to the Lessor shall constitute a discharge of the obligation of such subtenant to the Lessee, to the extent of the amount so paid. The acceptance of rent from any subtenant shall not be deemed a consent to or approval of any subletting or assignment by the Lessee. or a release or discharge of any of the obligations of the Lessee hereunder.

Garthchester Realty Associates

www.garthchester.com

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

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

ONE CALL NOW – OGDEN TENANTS
Shareholder Contact Information Sheet

1. Please enter contact information for up to two people per apartment in the space provided below. If you select more than one electronic communication method, you may receive messages on all methods selected.
2. For cell phones you must choose EITHER voice or text messages below. To receive text messages on your cell phone, send a text to 22300, then type the word ALERT (all CAPS) and hit Send. You will get a thank you message from ONE CALL NOW. (You must ALSO give us your cell phone number below so we can send you messages.)

RESIDENT ` – PLEASE PRINT ALL INFORMATION CLEARLY		
Name (first and last):		**Apt #:**
Home Phone:		o Check to receive phone announcements here
Cell Phone via Voice Message:		o Check to receive phone announcements here
Cell Phone via Text Message:		o Check to receive phone announcements here
Email address:		o Check to receive phone announcements here

RESIDENT 2 – PLEASE PRINT ALL INFORMATION CLEARLY		
Name (first and last):		**Apt #:**
Home Phone:		o Check to receive phone announcements here
Cell Phone via Voice Message:		o Check to receive phone announcements here
Cell Phone via Text Message:		o Check to receive phone announcements here
Email address:		o Check to receive phone announcements here

LEAD DISCLOSURE FORM

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

Lead Warning Statement

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

Seller's Disclosure

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

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

____

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

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

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

____

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

Purchaser's Acknowledgment (initial)

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

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

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

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

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

Protect Your Family From Lead in Your Home

United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

January 2020

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

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

Read this entire brochure to learn:

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

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

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

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

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

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

Lead Gets into the Body in Many Ways

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

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

Lead is especially dangerous to children under the age of 6.

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

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

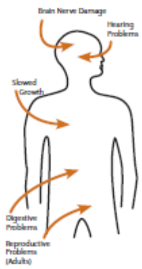
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

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

In children, exposure to lead can cause:

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



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

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

In adults, exposure to lead can cause:

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

Check Your Family for Lead

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

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

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

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

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

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.[1]

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

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

Lead can be found:

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

Learn more about where lead is found at epa.gov/lead.

[1] "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm^2), or more than 0.5% by weight.

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

- 10 micrograms per square foot ($\mu g/ft^2$) and higher for floors, including carpeted floors
- 100 $\mu g/ft^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

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

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

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

Checking Your Home for Lead

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

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

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

Checking Your Home for Lead, continued

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

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

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

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

What You Can Do Now to Protect Your Family

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

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

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

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead–safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

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

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

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

- 40 micrograms per square foot (µg/ft²) for floors, including carpeted floors
- 250 µg/ft² for interior windows sills
- 400 µg/ft² for window troughs

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

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

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

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

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

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

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

Other Sources of Lead

Lead in Drinking Water

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

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

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

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

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

Important Steps You Can Take to Reduce Lead in Drinking Water

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

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

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

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

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

Other Sources of Lead, continued

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

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

For More Information

The National Lead Information Center
Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323).**

EPA's Safe Drinking Water Hotline
For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline
For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

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

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

U. S. Environmental Protection Agency (EPA) Regional Offices

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

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

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

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

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

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

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

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

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

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

Regional Lead Contact
U.S. EPA Region 5 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

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

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

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

CPSC
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

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

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

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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

EPA-747-K-12-001
January 2020

IMPORTANT!

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

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

<u>NYS SMOKE ALARM UPGRADES AS OF APRIL 1, 2019</u>

NEW YORK STATE OF OPPORTUNITY. | Building Standards and Codes | Fire Prevention and Control

Effective April 1, 2019, a new NY State law requires all **NEW** or **REPLACEMENT** smoke alarms in New York State to be powered by a 10-year, sealed, non-removable battery, or hardwired to the home. **This does not affect your currently installed smoke alarms** ***You don't need to replace alarms that are currently in your home or apartment - but any that you replace need to be 10-year battery powered or hardwired.*** Important to note, smoke alarms have an estimated life of around 10 years before they become unreliable.

Breakdown of the new smoke alarm requirements
According to NYS Law 399-ccc: "It shall be unlawful for any person or entity to distribute, sell, offer for sale, or import any battery-operated smoke detecting alarm device powered by a replaceable or removable battery not capable of powering such device for a minimum of ten years." Homeowners and landlords must upgrade their smoke alarms before selling or renting homes and apartments in New York State.

While these 10-year smoke alarms have a larger upfront cost than traditional alarms powered by replaceable batteries (approximately $20 per unit) the lack of yearly battery changes makes them cheaper over the life of the device. As with ALL smoke alarms, manufactures recommends that the 10-year sealed smoke alarms still be tested at least twice each year using the button on the front of the unit to ensure they are working properly.

Some Frequently Asked Questions:
Do I need to replace the alarms I have installed already?
You are NOT required to immediately replace your current smoke detectors, but any that are replaced or added after April 1st are required to be 10-year battery powered or hardwired. After this date, traditional removable battery smoke alarms will be unavailable for purchase in NY State.

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

Do they really last 10 years?
Yes, they do, the sealed lithium battery (included) will never have to be replaced throughout the life of the alarm, giving you a decade of peace of mind even in the event of a power outage.

Will I activate the alarm when I'm cooking something?
No. There are 10-year sealed alarms specifically designed for the kitchen with advanced sensors that can tell the difference between cooking smoke and real fire.

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

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

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

What about landlords and their rental properties?

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

OGDEN TENANTS CORPORATION HOUSE RULES

Important Ogden House Hours

- Move-in/move-outs: 9:00 a.m. and 5:00 p.m. weekdays (not including legal holidays)
- Construction/Renovation/Repairs/Installations Requiring Noise: 9:00 a.m. and 5:00 p.m. weekdays (not including legal holidays)
- Laundry Room: 7:00 a.m. to 10:00 p.m. daily and for shareholders only.

Public Areas

1. The public areas of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building, and the fire towers shall not be obstructed in any way.
2. No loitering in the lobby and no playing in the public areas of the building.
3. No public area of the building shall be decorated or furnished by any Lessee in any manner without the prior consent of the Board of Directors.
4. No article (garbage, shoes, sneakers, boots, umbrellas, etc.) shall be placed in the halls or on the staircase landings or fire towers.
5. No bicycles, scooters, baby carriages or similar vehicles shall be allowed to stand in the public halls, lobby, passageways, courtyards or non-designated areas of the basement.
6. Nothing shall be hung, shaken or thrown (e.g., garbage, cigarette butts) from the doors, windows or fire escapes or placed upon the outside window sills (including air conditioners) or fire escapes of the building.
7. No sign, notice advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building.
8. No radio or television aerial shall be attached to or hung from the exterior of the building or placed anywhere on the roof of the building.
9. No Lessee shall install any plantings on the fire escapes or roof.
10. Doormats shall not be used in the carpeted hallways – only on the tile floors.
11. No plantings, picnic equipment, including grills, lawn furniture, etc. will be permitted in the front or back yards of the building.
12. The use of the Lessee's water and electric facilities in the common and public areas in and outside of the building is prohibited.

Noise Ordinances

13. No Lessee shall make or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Lessees. No lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a stereo, radio, television loudspeaker or exercise equipment in such Lessee's apartment if the same shall disturb or annoy other occupants of the building.
14. The floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material, to the extent of at least 80% of the floor area of each room excepting only kitchens, bathrooms and closets.
15. No bird or animal shall be allowed in the building at any time.

Building Maintenance

16. The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
17. Messengers and tradespeople shall use such means of ingress and egress as shall be designated by the Lessor.
18. Toilets and other water apparatus in the building shall not be used for any purposes other than those for which they are constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the toilets. The cost of repairing any damage resulting from misuse of any toilets or other apparatus shall be paid for by the Lessee in whose apartment it shall have been caused.
19. The agents of the Lessor, and any contractor or workmen authorized by the Lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, inspects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. If the Lessor takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the Lessee.
20. No Lessee shall send any employee of the Lessor out of the building on any private business of a Lessee.
21. No group tour or showing of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the consent of the Board of Directors.
22. Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.
23. Complaints regarding the service of the building shall be made in writing to the managing agents of the Lessor.
24. Christmas trees must be bagged when removing them from Lessees' apartments.
25. All shareholders must have apartment insurance.
26. All shareholders must have smoke and carbon monoxide detectors as per New York State Law.
27. Any violation of the House Rules may result in a fine anywhere from $50.00 to $500.00.
28. These house Rules may be added to, amended or repealed at any time by resolution of the Board of Directors.

Revised November 7, 2018

SUBLET POLICY

1. A shareholder must have occupied the apartment for two years prior to requesting sublet approval. If a shareholder sublets the apartment for the initial maximum sublet period and returns to the apartment, the shareholder must occupy the apartment for three years prior to requesting a second or further sublet approval.
2. Sublet approval will be granted to a shareholder in good standing (i.e., no current or outstanding maintenance or fees due to the Corporation)
3. The grant of a shareholder sublet of their unit will be limited to a maximum of a 36 consecutive month period beginning on the day the tenant moves into the unit directly following the departure of the shareholder. Regardless if the unit occupied for the full 36 consecutive months or if there are periods of vacancy, the 36 consecutive month period will commence on the date of the tenant occupying the unit directly following the shareholder departure. At the conclusion of the 36 consecutive months of subletting (as defined by a calendar period) and beginning on the date of the tenant sublet, the shareholder must either move back into or sell the unit. No further subletting requests will be granted directly following that 36-month subletting period.
4. The sublease terms between the shareholder and Ogden Tenants Corporation will be granted on a year to year basis. After each 12-month period of maintaining a sublet, it is the responsibility of the shareholder to receive formal permission from the governing board to extend the sublease for another period. Multiple year leases will not be permitted and as to protect the corporation from any level of shareholder/tenant delinquency. The board serves the right to deny occupancy of an existing tenant after said 12-month period based on majority vote.
5. It is management's responsibility to contact the shareholder 90 days prior to the expiration of the existing shareholder/tenant lease to request a formal letter from the shareholder requesting a sublet extension. All sublet requests will be reviewed by the board on a case by case basis and the board serves the right to deny any sublet request with a majority vote.
6. After the 36 consecutive month sublet period has elapsed, the shareholder must once again reside in their unit for a period of three consecutive years (36 consecutive months). After the 36 consecutive month shareholder residency period, the shareholder will once again have the option to sublet their unit for another three-consecutive year (36 consecutive month) period. Should the shareholder choose to leave the unit vacant for any period, that time will not be eligible for accrued time towards that ability to sublet the unit. The 36 consecutive month period will begin on the day the shareholder moves back into the unit.
7. When 20% (8 apartments) is reached, a waiting list will be set up and shareholders on the list will be contacted on a first-come, first-served basis, as availability occurs.
8. A few of one month of the shareholder's monthly maintenance will be payable by the shareholder on application for sublet approval, payable for each sublet year. If the applicant is rejected, the payment will be returned to the shareholder.
9. Shareholders are required to send a written request for sublet approval to the Board (though Management). A sublet applicant must go through the same application procedure as a purchaser.

Effective 10/20/2011